



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Hold Fast SMSF
 Client Code: THOM55 Period Ended: 30 June 2023
 Partner/Manager: MH Accountant: Courtney Creevey
DUE DATE: 28/02/2024

Description	Reference	N/A	Completed	Reviewed
Points Carried Forward	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Check Engagement Letter for I\$	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Financial Statements	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Depreciation Schedule	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Income Tax Return	5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Members Annual Statements	6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Client Management Letter	7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Section 290-170 Notices	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Investment Strategy	9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minutes	10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Trial Balance	11	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Review Points	12	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Query Sheet	13	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Accountant Checklist	14	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
TBAR Checklist	15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Description	Reference	N/A	Completed	Reviewed
Bank Reconciliations	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Trust Tax Statements	17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dividend Statements	18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rental Property Summary	19	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Capital Gains Tax Reports - BGL	20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
End of Period Closing Figures	21	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
GST Reconciliation	22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other Source Documents	23	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Tax Reconciliation- BGL	24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
General Ledger - BGL	25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Create Entries Report - BGL	26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Tax Agent Portal Reports	27	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Market Value of Investments	28	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Actuarial Certificate	29	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Pension Documents	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ETP Roll-In Documents	31	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
LRBA Documentation	32	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Super Contribution Breakdown Report	33	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sundry workpaper(s)- Auditor Documents	34	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Completed By: Courtney Creevey	Date: 08/02/2024
Reviewed By:	Date:

APPROVED

by MH 08/02/2024

Financial statements and reports for the year ended
30 June 2023

Hold Fast SMSF

Hold Fast SMSF Reports Index

Statement of Financial Position

Detailed Statement of Financial Position

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Hold Fast SMSF**Statement of Financial Position**

As at 30 June 2023

	Note	2023	2022
		\$	\$
Assets			
Investments			
Real Estate Properties (Australian - Residential)	2	1,092,220.45	0.00
Total Investments		<u>1,092,220.45</u>	<u>0.00</u>
Other Assets			
Borrowing Cost		1,534.03	0.00
Sundry Debtors		4,025.90	0.00
BOQ Acc 23413101		7,760.89	0.00
Total Other Assets		<u>13,320.82</u>	<u>0.00</u>
Total Assets		<u>1,105,541.27</u>	<u>0.00</u>
Less:			
Liabilities			
Income Tax Payable		886.20	0.00
Limited Recourse Borrowing Arrangements		757,025.88	0.00
Total Liabilities		<u>757,912.08</u>	<u>0.00</u>
Net assets available to pay benefits		<u>347,629.19</u>	<u>0.00</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts			
	3, 4		
Thompson, Tristan - Accumulation		147,131.21	0.00
Thompson, Renee - Accumulation		200,497.98	0.00
Total Liability for accrued benefits allocated to members' accounts		<u>347,629.19</u>	<u>0.00</u>

Hold Fast SMSF**Detailed Statement of Financial Position**

As at 30 June 2023

	Note	2023	2022
		\$	\$
Assets			
Investments			
Real Estate Properties (Australian - Residential)	2		
11 Jacaranda Drive, MOOLOOLABA		1,092,220.45	0.00
Total Investments		<u>1,092,220.45</u>	<u>0.00</u>
Other Assets			
Bank Accounts			
BOQ Acc 23413101		7,760.89	0.00
Borrowing Cost		1,534.03	0.00
Sundry Debtors		4,025.90	0.00
Total Other Assets		<u>13,320.82</u>	<u>0.00</u>
Total Assets		<u>1,105,541.27</u>	<u>0.00</u>
Less:			
Liabilities			
Income Tax Payable		886.20	0.00
Limited Recourse Borrowing Arrangements			
11 Jacaranda Drive, MOOLOOLABA		757,025.88	0.00
Total Liabilities		<u>757,912.08</u>	<u>0.00</u>
Net assets available to pay benefits		<u>347,629.19</u>	<u>0.00</u>
Represented By :			
Liability for accrued benefits allocated to members' accounts			
	3, 4		
Thompson, Tristan - Accumulation		147,131.21	0.00
Thompson, Renee - Accumulation		200,497.98	0.00
Total Liability for accrued benefits allocated to members' accounts		<u>347,629.19</u>	<u>0.00</u>

Hold Fast SMSF**Operating Statement**

For the year ended 30 June 2023

	Note	2023	2022
		\$	\$
Income			
Investment Income			
Interest Received		392.65	0.00
Rental Income		5,645.71	0.00
Contribution Income			
Personal Concessional		7,300.00	0.00
Transfers In		342,606.70	0.00
Total Income		<u>355,945.06</u>	<u>0.00</u>
Expenses			
Bank Charges		3.25	0.00
Borrowing Expenses		30.00	0.00
Interest on loans (LRBA)		4,872.33	0.00
Property Expenses - Council Rates		296.47	0.00
Property Expenses - Insurance Premium		1,800.00	0.00
Property Expenses - Repairs Maintenance		55.00	0.00
Property Expenses - Agent Fees		372.62	0.00
		<u>7,429.67</u>	<u>0.00</u>
Total Expenses		<u>7,429.67</u>	<u>0.00</u>
Benefits accrued as a result of operations before income tax			
		<u>348,515.39</u>	<u>0.00</u>
Income Tax Expense	6	886.20	0.00
Benefits accrued as a result of operations		<u>347,629.19</u>	<u>0.00</u>

Hold Fast SMSF**Detailed Operating Statement**

For the year ended 30 June 2023

	2023	2022
	\$	\$
Income		
Interest Received		
BOQ Acc 23413101	392.65	0.00
	<u>392.65</u>	<u>0.00</u>
Rental Income		
11 Jacaranda Drive, MOOLOOLABA	5,645.71	0.00
	<u>5,645.71</u>	<u>0.00</u>
Contribution Income		
Personal Contributions - Concessional		
Renee Thompson	7,300.00	0.00
	<u>7,300.00</u>	<u>0.00</u>
Transfers In		
Thompson, Renee - Accumulation (Accumulation)	195,000.00	0.00
Thompson, Tristan - Accumulation (Accumulation)	147,606.70	0.00
	<u>342,606.70</u>	<u>0.00</u>
Changes in Market Values	<u>0.00</u>	<u>0.00</u>
Total Income	<u>355,945.06</u>	<u>0.00</u>
Expenses		
Bank Charges	3.25	0.00
Borrowing Expenses	30.00	0.00
	<u>33.25</u>	<u>0.00</u>
Interest on loans (LRBA)		
11 Jacaranda Drive, MOOLOOLABA	4,872.33	0.00
	<u>4,872.33</u>	<u>0.00</u>
Property Expenses - Agent Fees		
11 Jacaranda Drive, MOOLOOLABA	372.62	0.00
	<u>372.62</u>	<u>0.00</u>
Property Expenses - Council Rates		
11 Jacaranda Drive, MOOLOOLABA	296.47	0.00
	<u>296.47</u>	<u>0.00</u>
Property Expenses - Insurance Premium		
11 Jacaranda Drive, MOOLOOLABA	1,800.00	0.00
	<u>1,800.00</u>	<u>0.00</u>
Property Expenses - Repairs Maintenance		
11 Jacaranda Drive, MOOLOOLABA	55.00	0.00
	<u>55.00</u>	<u>0.00</u>
Total Expenses	<u>7,429.67</u>	<u>0.00</u>

Hold Fast SMSF

Detailed Operating Statement

For the year ended 30 June 2023

	2023	2022
	\$	\$
Benefits accrued as a result of operations before income tax	<u>348,515.39</u>	<u>0.00</u>
Income Tax Expense		
Income Tax Expense	<u>886.20</u>	<u>0.00</u>
Total Income Tax	<u>886.20</u>	<u>0.00</u>
Benefits accrued as a result of operations	<u>347,629.19</u>	<u>0.00</u>

Notes to the Financial Statements

For the year ended 30 June 2023

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. 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.

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

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

Notes to the Financial Statements

For the year ended 30 June 2023

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

Upon entering into each contract as a lessor, the Fund assesses if the lease is a finance or operating lease. All leases have been assessed as operating leases. Rental revenue arising from operating leases on investment properties is recognised on straight-line basis over the term of the specific lease.

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. Trade and Other Payables

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 the market value. Any remeasurement changes in the gross value of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

g. Critical Accounting Estimates and Judgements

Notes to the Financial Statements

For the year ended 30 June 2023

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

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

Note 2: Real Estate Properties (Australian - Residential)

	2023 \$	2022 \$
11 Jacaranda Drive, MOOLOOLABA	1,092,220.45	0.00
	1,092,220.45	0.00

Note 3: Liability for Accrued Benefits

	2023 \$	2022 \$
Liability for accrued benefits at beginning of year	0.00	0.00
Benefits accrued as a result of operations	347,629.19	0.00
Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	347,629.19	0.00

Note 4: 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.

	2023 \$	2022 \$
Vested Benefits	347,629.19	0.00

Note 5: Guaranteed Benefits

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

Note 6: Income Tax Expense

	2023 \$	2022 \$
The components of tax expense comprise		
Current Tax	886.20	0.00
Income Tax Expense	886.20	0.00

Notes to the Financial Statements

For the year ended 30 June 2023

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%	52,277.31	0.00
Less:		
Tax effect of:		
Non Taxable Transfer In	51,391.01	0.00
Add:		
Tax effect of:		
Rounding	(0.10)	0.00
Income Tax on Taxable Income or Loss	886.20	0.00
Less credits:		
Current Tax or Refund	886.20	0.00

Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	348,515.39
Less	
Non Taxable Transfer In	342,606.70
	<hr/> 342,606.70
SMSF Annual Return Rounding	(0.69)
	<hr/>
Taxable Income or Loss	5,908.00
	<hr/>
Income Tax on Taxable Income or Loss	886.20
	 <hr/>
CURRENT TAX OR REFUND	886.20
	<hr/>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<hr/>
AMOUNT DUE OR REFUNDABLE	1,404.20
	<hr/>

Hold Fast SMSF
Trustees Declaration

CLAF Pty Ltd ACN: 666698031

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 2023 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2023 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 2023.

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

.....
Tristan Thompson
CLAF Pty Ltd
Director

.....
Renee Thompson
CLAF Pty Ltd
Director

Dated this day of

Self-managed superannuation fund annual return **2023**

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 2023* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2023* (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 / T # 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)

- To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

- ❗ 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)

Hold Fast SMSF

3 Australian business number (ABN) (if applicable)

4 Current postal address

2 Boughens Road

Suburb/town

Illkley

State/territory

QLD

Postcode

4554

5 Annual return status

Is this an amendment to the SMSF's 2023 return?

A No Yes

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

B No Yes

Tax File Number

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** / /

Was Part A of the audit report qualified? **B** No Yes

Was Part B of the audit report qualified? **C** No Yes

If 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 alias

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

Tax File Number

- 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 2023*.

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	D1 \$ <input type="text"/>	Net foreign income	D \$ <input type="text"/>	Loss <input type="checkbox"/>
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Australian franking credits from a New Zealand company **E** \$

Transfers from foreign funds **F** \$ Number

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

Gross distribution from partnerships **I** \$ Loss

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$ Code

Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus **No-TFN-quoted contributions

R3 \$
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6 \$

Assessable contributions **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** \$ Code

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

Exempt current pension income **Y** \$

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

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

⊖ Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	DEDUCTIONS			NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1	\$ <input type="text" value="4,872"/>		A2	\$ <input type="text"/>
Interest expenses overseas	B1	\$ <input type="text"/>		B2	\$ <input type="text"/>
Capital works expenditure	D1	\$ <input type="text"/>		D2	\$ <input type="text"/>
Decline in value of depreciating assets	E1	\$ <input type="text"/>		E2	\$ <input type="text"/>
Insurance premiums – members	F1	\$ <input type="text"/>		F2	\$ <input type="text"/>
SMSF auditor fee	H1	\$ <input type="text"/>		H2	\$ <input type="text"/>
Investment expenses	I1	\$ <input type="text" value="2,554"/>		I2	\$ <input type="text"/>
Management and administration expenses	J1	\$ <input type="text" value="3"/>		J2	\$ <input type="text"/>
Forestry managed investment scheme expense	U1	\$ <input type="text"/>		U2	\$ <input type="text"/>
Other amounts	L1	\$ <input type="text"/>	Code <input type="text"/>	L2	\$ <input type="text"/>
Tax losses deducted	M1	\$ <input type="text"/>			

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 2023* on how to complete the calculation statement.

#Taxable income	A	\$	5,908
<i>(an amount must be included even if it is zero)</i>			
#Tax on taxable income	T1	\$	886.20
<i>(an amount must be included even if it is zero)</i>			
#Tax on no-TFN-quoted contributions	J	\$	0.00
<i>(an amount must be included even if it is zero)</i>			
Gross tax	B	\$	886.20
<i>(T1 plus J)</i>			

Foreign income tax offset	C1	\$	
Rebates and tax offsets	C2	\$	
		Non-refundable non-carry forward tax offsets	
		C	
<i>(C1 plus C2)</i>			

SUBTOTAL 1

T2	\$	886.20
-----------	----	--------

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1	\$	0.00
Early stage venture capital limited partnership tax offset carried forward from previous year	D2	\$	0.00
Early stage investor tax offset	D3	\$	0.00
Early stage investor tax offset carried forward from previous year	D4	\$	0.00
		Non-refundable carry forward tax offsets	
		D	0.00
<i>(D1 plus D2 plus D3 plus D4)</i>			
		SUBTOTAL 2	
		T3	886.20
<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	E4	\$	0.00
		Refundable tax offsets	
		E	
<i>(E1 plus E2 plus E3 plus E4)</i>			

#TAX PAYABLE T5	\$	886.20
------------------------	----	--------

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G	
----------	--

H2	Credit for tax withheld – foreign resident withholding (excluding capital gains)	<input type="text"/>	
H3	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<input type="text"/>	
H5	Credit for TFN amounts withheld from payments from closely held trusts	<input type="text" value="0.00"/>	
H6	Credit for interest on no-TFN tax offset	<input type="text"/>	
H8	Credit for foreign resident capital gains withholding amounts	<input type="text" value="0.00"/>	
			Eligible credits
			H \$ <input type="text"/>
			<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="0.00"/>	<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 \$ <input type="text" value="1,404.20"/>	<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 2023*.

Tax losses carried forward to later income years	U \$ <input type="text"/>
Net capital losses carried forward to later income years	V \$ <input type="text"/>

Section F: **Member information**

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name **Thompson**

First given name **Tristan** Other given names

Member's TFN **Provided** Date of birth **Provided**

Contributions OPENING ACCOUNT BALANCE \$

Refer to instructions for completing these labels.

Employer contributions
A \$

ABN of principal employer
A1

Personal contributions
B \$

CGT small business retirement exemption
C \$

CGT small business 15-year exemption amount
D \$

Personal injury election
E \$

Spouse and child contributions
F \$

Other third party contributions
G \$

Proceeds from primary residence disposal
H \$

H1 Receipt date / /

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

Accumulation phase account balance
S1 \$ 147,131.21

Retirement phase account balance - Non CDBIS
S2 \$ 0.00

Retirement phase account balance - CDBIS
S3 \$ 0.00

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 147,131.21 (S1 plus S2 plus S3)

Allocated earnings or losses
O \$ 475.49 **L** Loss

Inward rollovers and transfers
P \$ 147,606.70

Outward rollovers and transfers
Q \$

Lump Sum payments
R1 \$ Code

Income stream payments
R2 \$ Code

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Tax File Number

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name Other given names

Member's TFN Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions
A \$

ABN of principal employer
A1

Personal contributions
B \$

CGT small business retirement exemption
C \$

CGT small business 15-year exemption amount
D \$

Personal injury election
E \$

Spouse and child contributions
F \$

Other third party contributions
G \$

Proceeds from primary residence disposal
H \$

H1 Receipt date / /

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

Accumulation phase account balance
S1 \$

Retirement phase account balance - Non CDBIS
S2 \$

Retirement phase account balance - CDBIS
S3 \$

TRIS Count

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

Allocated earnings or losses
O \$

Inward rollovers and transfers
P \$

Outward rollovers and transfers
Q \$

Lump Sum payments
R1 \$

Income stream payments
R2 \$

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

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 \$

Property count
J7

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 \$ <input type="text" value="757,025"/>
Permissible temporary borrowings		V2 \$ <input type="text"/>
Other borrowings		V3 \$ <input type="text"/>
Borrowings		V \$ <input type="text" value="757,025"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$ <input type="text" value="347,628"/>
Reserve accounts		X \$ <input type="text"/>
Other liabilities		Y \$ <input type="text" value="886"/>
TOTAL LIABILITIES		Z \$ <input type="text" value="1,105,539"/>

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 2022–23 income year, write 2023). **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 2023*. **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 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **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 / /

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 2023* 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 / /

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

Hold Fast SMSF Members Statement

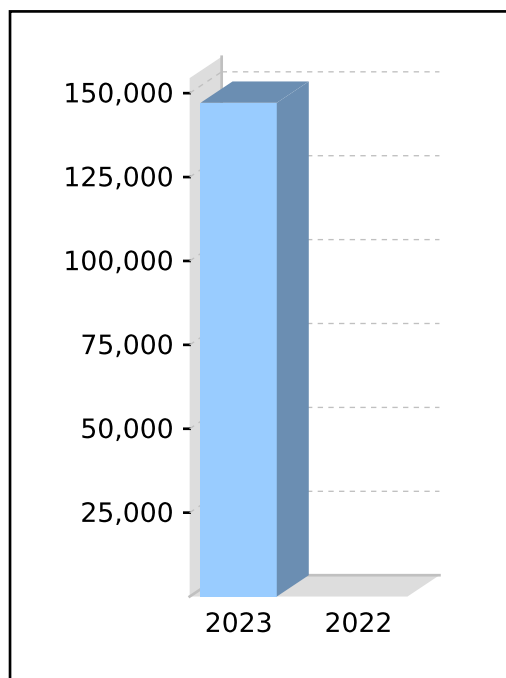
Tristan Thompson
2 Boughens Road
Ilkley, Queensland, 4554, Australia

Your Details

Date of Birth :	03/08/1982	Nominated Beneficiaries:	N/A
Age:	40	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	147,131.21
Date Joined Fund:	22/03/2023	Total Death Benefit:	147,131.21
Service Period Start Date:	30/06/2000		
Date Left Fund:			
Member Code:	THOTRI00001A		
Account Start Date:	22/03/2023		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	147,131.21
<u>Preservation Components</u>	
Preserved	147,131.21
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	8,053.53
Taxable	139,077.68



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 22/03/2023		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	147,606.70	
Net Earnings	(559.45)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	(83.96)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	147,131.21	0.00

Hold Fast SMSF

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

Tristan Thompson
Director

Renee Thompson
Director

Hold Fast SMSF Deductions Notice Letter

CLAF Pty Ltd as trustee for Hold Fast SMSF acknowledges that

Renee Thompson

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

\$7300.00

for contributions paid in the year ended 30 June 2023. The Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Renee Thompson

Renee Thompson

Date: 22/01/2024

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

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

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

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

In terms of Section 290-170 of the Income Tax Assessment Act 1997 I advise that the amount I intend to claim as a tax deduction for the period 22 March 2023 to 30 June 2023 is: \$_____

Renee Thompson

Date: / /

Notice of intent to claim or vary a deduction for personal super contributions

Section A: Your details

1 Tax file number (TFN)

PROVIDED

! The ATO does not collect this information provided on this form. This form is to assist you in providing details to your super fund. Your super fund is authorised to request your personal details, including your TFN, under the *Superannuation Industry (Supervision) Act 1993*, the *Income Tax Assessment Act 1997* and the *Taxation Administration Act 1953*. It is not an offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your TFN, they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy please contact the entity you are providing this form to.

2 Name

Title: MRS

Family name

THOMPSON

First given name

RENEE

Other given names

3 Date of birth 02/02/1982

4 Current postal address

2 BOUGHENS ROAD

Suburb/town/locality

ILKLEY

State/territory

QLD

(Australia only)

Postcode

4554

(Australia only)

Country if outside of Australia

5 Daytime phone number (include area code)

Section B: Super fund's details

6 Fund name

HOLD FAST SMSF

7 Fund Australian business number (ABN) 91228918524

8 Member account number THOREN00001A

9 Unique Superannuation Identifier (USI) (if known)

Section C: Contribution details

10 Personal contribution details

Is this notice varying an earlier notice? No Yes

If you answered 'No' complete the **Original Notice to Claim a Tax Deduction** section below.
If you answered 'Yes' complete the **Variation of previous valid notice of intent** section below.

ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

12 My personal contributions to this fund in the above financial year \$

13 The amount of these personal contributions I will be claiming as a tax deduction \$

Section D: Declaration

This form has a declaration where you say the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

INTENTION TO CLAIM A TAX DEDUCTION

! Complete this declaration if you have **not** previously lodged a valid notice with your super fund for these contributions.

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions
- I have not included any of the contributions in an earlier valid notice.

I declare that I am lodging this notice at the earlier of either:

- before the end of the day that I lodged my income tax return for the income year in which the personal contributions were made, **or**
- before the end of the income year following the year in which the contribution was made.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

Date

> Send your completed notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20

15 My personal contributions to this fund in the above financial year \$

16 The amount of these personal contributions claimed in my original notice of intent \$

17 The amount of these personal contributions I will now be claiming as a tax deduction \$

Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

! Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to **reduce** the amount stated in that notice.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

- *I intend to claim the personal contributions stated as a tax deduction*
- *I am a current member of the identified super fund*
- *the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.*

*I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:*

- *I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, or*

- *I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, or*

- *the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.*

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

Date

➤ Send your completed variation notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

Hold Fast SMSF Members Statement

Renee Thompson
2 Boughens Road
Ilkley, Queensland, 4554, Australia

Your Details

Date of Birth :	02/02/1982	Nominated Beneficiaries:	N/A
Age:	41	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	200,497.98
Date Joined Fund:	22/03/2023	Total Death Benefit:	200,497.98
Service Period Start Date:	23/12/2003		
Date Left Fund:			
Member Code:	THOREN00001A		
Account Start Date:	22/03/2023		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits 200,497.98

Preservation Components

Preserved 200,497.98

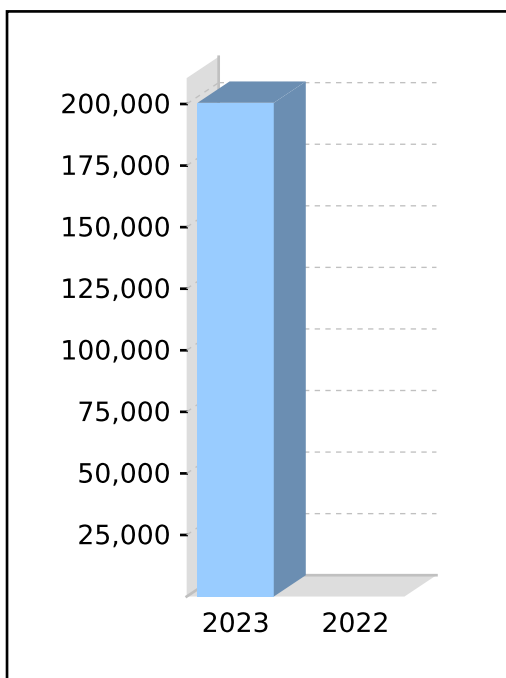
Unrestricted Non Preserved

Restricted Non Preserved

Tax Components

Tax Free 23,535.28

Taxable 176,962.70



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 22/03/2023		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)	7,300.00	
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In	195,000.00	
Net Earnings	(831.86)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	1,095.00	
Income Tax	(124.84)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	200,497.98	0.00

Hold Fast SMSF

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

Tristan Thompson
Director

Renee Thompson
Director

8 February 2024

Hold Fast SMSF
2 Boughens Road
ILKLEY QLD 4554

Dear Tristan & Renee

Enclosed are the following documents for consideration for the year ended 30 June 2023.

- Financial Statements
- Income Tax Return
- Minutes
- Annual Members Statements

Our estimate indicates the following outcome:

Entity	Amount	Refund / Payable	Lodgement Due Date	Payment Due Date
Hold Fast SMSF	\$1,404.20	Payable	15 May 2024	15 May 2024

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 by (2wks date of Ltr)** 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 Fund's income tax by the due date specified in the table above. 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.

EFT Refunds

Any applicable refunds will be deposited directly into the nominated bank accounts. Please confirm the nominated bank details on page 2 of the relevant income tax returns are correct and advise if an update is required. Please note, if you have an existing debt with the ATO, any anticipated refund will likely be offset against this to reduce or clear the account. Any remaining balance will be refunded to you.

Investment Property Valuations

Please note that the Superannuation Laws require that the Trustee of the Fund have an annual valuation performed at 30 June each year for an SMSF holding property investments, which includes residential and commercial premises. Please note that you may complete this using a real estate agent or other suitable valuer and please ensure this is completed as at 30 June 2024. Whilst a formal valuation report is not

required, a written market appraisal from a suitably qualified real estate agent is the minimum annual audit requirement. Please forward a copy for our records once this has been completed. If you have any questions or need assistance regarding these requirements, please do not hesitate to contact us.

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).

Our account for services will follow shortly and we appreciate payment within our 14 day trading terms. Lodgement will be completed upon receipt of your signed documentation and settlement of the account.

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

HOLD FAST SMSF

(“The Fund”)

SMSF Investment Strategy

Trustee:

CLAF Pty Ltd

Directors:

**Tristan Robert Thompson &
Renee Elizabeth Thompson**

Date Prepared: _____

Review Date: _____

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COMPLIANCE

The directors of the corporate trustee are required to prepare an investment strategy (or strategies) that provide a framework for making investment decisions to increase members' benefits for their retirement. This duty is codified in section 52(2)(f) of the Superannuation Industry (Supervision) Act 1993 ("SIS Act") and is an operating standard set out in SIS Regulation 4.09, which applied to all trustees.

This investment strategy report considers, at the fund level:

- the risk and likely return from investments;
- the diversification of the investments;
- the liquidity and cash flow requirements;
- the ability of the fund to discharge its liabilities; and
- whether a contract of insurance that provides cover for one or more members is required

This written investment strategy has been prepared to demonstrate that investment decisions comply with the strategy and the various superannuation laws including:

- Sole Purpose test;
- Restrictions on investments and acquisitions from members;
- Ownership and protection of assets;
- Lending to members;
- Placing charges over fund assets (with limited exceptions);
- Investing in collectables and personal use assets
- Investments being made on an arm's length basis; and
- Restrictions on holdings of in-house assets

Complying Status

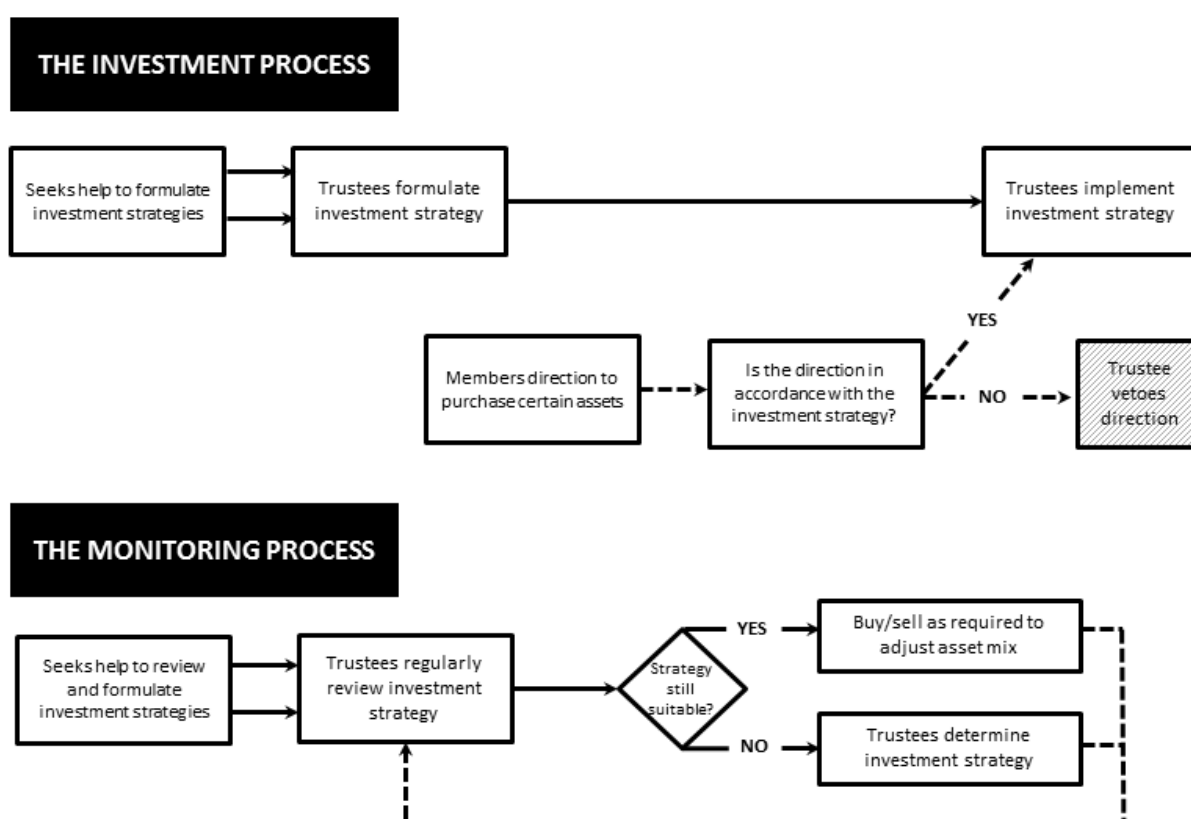
The Fund is an Australian Superannuation Fund as defined in subsection 295-95(2) of the Income Tax Assessment Act 1997 and Section 45 of the Superannuation Industry (Supervision) Act 1993 ("SIS Act").

ONGOING MONITORING

The obligation for the trustee to formulate and implement an investment strategy also requires the trustee to monitor and regularly review the investment strategy on an ongoing basis to help ensure that the investments made by the trustees continue to be consistent with the investment strategy. Where this is not the case, the trustees will be required to amend the investment strategy to reflect the change in the investment approach.

It is envisaged that the trustees will review the investment strategy of the fund on an annual basis and will table the review process at a meeting of the fund's trustees.

The following diagram illustrates the initial and ongoing process of the trustee(s):



FUND PROFILE

Fund Benefit Design:	Accumulation Fund
Fund Structure	Self-Managed Super Fund (SMSF)
Current Fund Assets (\$):	\$
Number of Fund Members:	2
Fund Phase:	Accumulation
Time horizon of the Fund:	30 years
Member directed investments	No (Pooled)

Age profile

Age	Number of Members
Less than 40 years	
41-49 years	2
50-59 years	
60-64 years	
65-69 years	
70 years and over	

Membership growth (if applicable)

Years	Number of Members
One	
Two	
Five	

FUND OBJECTIVES

Specific Objectives

- ❑ To provide real long term (minimum of 20 years) capital growth of at least 2.5% compounded and a level of income no less than 5%. It is expected that the fund may incur occasional negative returns in any one year.

General Objectives

- ❑ To provide retirement benefit for the members. In the event of the members' death before retirement, to provide benefits for the dependants of the members.
- ❑ To ensure that sufficient assets will be available to meet benefit payments when those payments are due to be paid (solvency).
- ❑ To ensure that sufficient liquid assets will be available to meet benefit payments as and when those payments are due to be paid (liquidity).

RISK PROFILE

Risk Tolerance

- ❑ The Fund has a relatively long time horizon. The members are prepared to endure a reasonable level of volatility of returns in expectation of long term growth.

Statement on Risk:

- ❑ Investment risk is borne by the members, as fluctuation in investment returns will affect the level of the members' benefits on withdrawal.

DIVERSIFICATION

- ❑ The Fund is looking to invest primarily in one real property. The Trustee recognises that the Fund is subject to a high level of property specific risks. The Trustee considers that real property is a secure investment with the prospect of long term capital appreciation while generating steady income growth.

Indicative asset mix and asset class strategic ranges formulated

Asset Class	Strategic Ranges		Benchmark %
	From %	To %	
Australian Shares	%	%	%
Australian Fixed Interest (inc. deposits 12 months & over)	%	%	%
Cash (CMT, Deposits < 12 months, A/c balances)	0 %	5 %	10%
Direct Property	0 %	95 %	90%
International Shares	%	%	%
International Fixed Interest (inc. deposits 12 months & over)	%	%	%
Listed Property	%	%	%
Mortgages	%	%	%
Other	%	%	%
			100 %

LIQUIDITY

Statement on Liquidity

- ❑ There is no anticipated benefit payment in the next 20 years. Surplus cash (above anticipated liquidity requirements) will be invested in accordance with the Fund's investment strategy.
- ❑ The fund will enter into a Limited Recourse Borrowing Arrangement (LRBA). The Trustee will monitor the liquidity position to ensure that there will be sufficient liquid assets to meet loan repayments in accordance with the terms and conditions of the lender.

ABILITY OF FUND TO DISCHARGE EXISTING AND PROSPECTIVE LIABILITIES

- ❑ Sufficient cash flow will be maintained to discharge administration expenses, borrowing costs (where applicable) and other outgoings. The Fund is a defined contribution fund and the members are entitled to the accumulation of contributions and earnings in the members' account on withdrawal. The Fund will be able to meet its obligations to the members and other parties at all times.

INSURANCE CONSIDERATIONS

Member insurance:

- ❑ The trustees are satisfied that the members have appropriate levels of insurance outside of the Fund.

DERIVATIVE RISK STATEMENT (DRS)

- ❑ The fund does not invest in derivatives

RESERVES MANAGEMENT STRATEGY

- ❑ The fund does not operate reserves

IMPLEMENTATION OF INVESTMENT STRATEGY

Professional Advice

- ❑ The trustees have the sufficient expertise in formulating and implementing the fund's investment strategy.

Signed as a true and correct record in accordance with the resolution of the Trustee by:

Director Signature: _____ Date: _____

Director Name: Tristan Robert Thompson

CLAF Pty Ltd ATF Hold Fast SMSF

Director Signature: _____ Date: _____

Director Name: Renee Elizabeth Thompson

CLAF Pty Ltd ATF Hold Fast SMSF

Memorandum of Resolutions of the Director(s) of

CLAF Pty Ltd ACN: 666698031

ATF Hold Fast SMSF

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 directors of the Trustee Company, the Superannuation Fund is not a 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 2023 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 2023, 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.

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 2023.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2023.

AUDITORS:

It was resolved that

Anthony Boys (Super Audits)

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

Memorandum of Resolutions of the Director(s) of

CLAF Pty Ltd ACN: 666698031
ATF Hold Fast SMSF

on the basis of the schedule provided by the principal Fund employer.

CLOSURE:

Signed as a true record –

.....
Tristan Thompson
/ /

.....
Renee Thompson
/ /

Hold Fast SMSF

Trial Balance

As at 30 June 2023

Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
	24200	Contributions			
	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation		✓	7,300.00
	25000	Interest Received			
	25000/BOQ23413101	BOQ Acc 23413101		✓	392.65
	28000	Rental Income			
	28000/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA		✓	5,645.71
	28500	Transfers In			
	28500/THOREN00001A	(Transfers In) Thompson, Renee - Accumulation		✓	195,000.00
	28500/THOTRI00001A	(Transfers In) Thompson, Tristan - Accumulation		✓	147,606.70
	31500	Bank Charges	✓	3.25	
	32800	Borrowing Expenses		30.00	
	37820	Interest on loans (LRBA)			
	37820/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	✓	4,872.33	
	41960	Property Expenses - Council Rates			
	41960/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	✓	296.47	
	41980	Property Expenses - Insurance Premium			
	41980/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	✓	1,800.00	
	42060	Property Expenses - Repairs Maintenance			
	42060/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	✓	55.00	
	42070	Property Expenses - Agent Fees			
	42070/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	✓	372.62	
	48500	Income Tax Expense		886.20	
	49000	Profit/Loss Allocation Account		347,629.19	
	52420	Contributions			
	52420/THOREN00001A	(Contributions) Thompson, Renee - Accumulation			7,300.00
	52850	Transfers In			
	52850/THOREN00001A	(Transfers In) Thompson, Renee - Accumulation			195,000.00
	52850/THOTRI00001A	(Transfers In) Thompson, Tristan - Accumulation			147,606.70
	53100	Share of Profit/(Loss)			
	53100/THOREN00001A	(Share of Profit/(Loss)) Thompson, Renee - Accumulation		831.86	
	53100/THOTRI00001A	(Share of Profit/(Loss)) Thompson, Tristan - Accumulation		559.45	
	53330	Income Tax			

Hold Fast SMSF

Trial Balance

As at 30 June 2023

Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
	53330/THOREN00001A	(Income Tax) Thompson, Renee - Accumulation			124.84
	53330/THOTRI00001A	(Income Tax) Thompson, Tristan - Accumulation			83.96
	53800	Contributions Tax			
	53800/THOREN00001A	(Contributions Tax) Thompson, Renee - Accumulation		1,095.00	
	60400	Bank Accounts			
	60400/BOQ23413101	BOQ Acc 23413101		7,760.89	
	66000	Borrowing Cost		1,534.03	
	68000	Sundry Debtors		4,025.90	
	77200	Real Estate Properties (Australian - Residential)			
	77200/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	1.0000	1,092,220.45	
	85000	Income Tax Payable/Refundable			886.20
	85500	Limited Recourse Borrowing Arrangements			
	85500/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA			757,025.88
				1,463,972.64	1,463,972.64

Current Year Profit/(Loss): 348,515.39



Accountant Self Review Checklist

Client Name: Hold Fast SMSF Period Ended: 30 June 2023
 Client Code: THOM55 Accountant: Courtney Creevey

Items for accountant to consider before submitting for manager review.

No.		Completed	N/A
Financial Statements			
1	Each report page (BS, P&L, Notes) shows correct period end date and notes reviewed to ensure totals agree to balance sheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Balance Sheet is not out of balance	<input type="checkbox"/>	<input type="checkbox"/>
3	No negative assets or liabilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Assets and Liabilities classified appropriately, i.e.. current/non-current, Payables/Borrowings/LBRA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Notes - check all headings are correct, i.e.. not missing or saying "Other" & amounts add up correctly and agree to balance sheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Signatures on declarations - check current trustee names and should be individual trustee names not company	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Ensure statement of taxable income agrees to income tax return amount of tax payable/ (Refundable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tax Return			
8	Updated address to client's address not HA PO Box (unless exception applies, check with manager if unsure)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	SMSF auditor details reviewed to ensure correct details. If Audit report qualified, ensure section 6B and Section 6C are completed correctly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Reviewed client's bank account details to ensure current bank account	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Electronic Service Address details reviewed to ensure correct managing provider reported	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Review Income and Expenses for reasonableness	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Review assets and liabilities amounts recorded from software. Review reporting of classification (Eg, LBRA and Loans)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	If a Capital Gain in current financial year, ensure CGT schedule attached to tax return.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	If Carry Forward Tax Losses or Capital Losses, ensure losses schedule attached to tax return.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Review taxpayers details for taxpayer declaration, update if required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Issues to consider			
20	<u>Accounting Fees:</u> - Have you confirmed expense is matching HA records and reviewed for deductibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	<u>Audit Fees:</u> - Have you confirmed expense is matching invoices from auditor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22	<u>Repairs and Maintenance:</u> - Account reviewed for asset items and attached in workpapers. - Larger items queried with client and if required, supporting invoices received.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	<u>Sundry Debtors/Creditors:</u> - Agree to listings in workpapers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30	<u>Depreciation Schedule:</u> - Depreciation recorded in Profit and Loss agrees to depreciation schedule. - Closing Value of assets in Balance Sheet agrees to depreciation schedule. - Ensure if using tax and accounting for depreciation, included in tax rec as adjustment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31	<u>GST Liability:</u> - Reconciled and workpapers prepared. - If GST adjustment required, paragraph included in management letter or amended BAS prepared for client signature.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32	<u>Ledger Review:</u> - Review Profit and Loss expenses for reasonableness to last year, and if large differences, GL attached in workpapers. - Ensure P&L Expenses show all amounts, i.e.. 4 quarters for rates & water, 12 payments for insurance - Ensure P&L Expenses do not include personal expenses - Ensure all balance sheet items have appropriate supporting documents to support 30 June Balances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

33	<u>Trust Distributions Received:</u> - Do we have a copy of the EOFY Tax statement, and have you reconciled the net cash received to the statement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34	<u>Dividends Received:</u> - Do we have a copy of all dividend statements on file and have you reconciled all dividends received to the statements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35	<u>Rental income:</u> - If rental income received, have you prepared the rental income workpaper and reconciled the rent received? Have you considered if any rental income is a prepayment of rent and classified as appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36	<u>Investment Strategy:</u> - Have we received a copy of the client's investment strategy? If not, have you ensured we have included a paragraph in our management letter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37	<u>Property Valuation Reports:</u> - If the SMSF owns property have you obtained an annual valuation? - Also, have you included a paragraph in the management letter for the valuation requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Bank of Queensland Limited
 ABN 32 009 656 740
 AFSL No. 244616
 BOQ Centre
 Level 6, 100 Skyring Terrace
 Newstead Qld 4006
 GPO Box 898, Brisbane 4001
 Telephone 1300 55 72 72
 Facsimile (07) 3212 3399
 www.boq.com.au

002506 002



Claf Pty Ltd
 AS Trustee For
 Hold Fast Smsf
 2 Boughens Road
 ILKLEY QLD 4554

STATEMENT

Account Number: 23413101
 BSB: 124185
 From 28-Apr-2023 to 31-May-2023

Superannuation Savings Account

Account Details	Statement Summary
Claf Pty Ltd	Opening Balance \$ 0.00 cr
AS Trustee For	Total Credits \$ 345,921.55 cr
Hold Fast Smsf	Total Debits \$ 307,206.87 dr
Details as at 31-May-2023	Credit Interest FYTD \$ 314.85 cr
	Closing Balance \$ 38,714.68 cr

Posting Date	Transaction Details	Debit	Credit	Balance
2023				
28-Apr	Opening Balance			0.00 cr
06-May	Tfr From 020406738 lb2-33024417		1,000.00	1,000.00 cr
08-May	Payroll Credit Qsuper Lump S Ums 609051150630508271		195,000.00	196,000.00 cr
09-May	Payroll Credit Qsuper Lump S Ums 609051150630509564		102,606.70	298,606.70 cr
10-May	Pay Anyone To Rowling Propertyptyltd Trust 034198 000671576 lb2-39871060	51,500.00		247,106.70 cr
15-May	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-55356505	1,200.00		245,906.70 cr
15-May	Tfr From 020406738 lb2-55883125		1,000.00	246,906.70 cr
22-May	Payroll Credit Qsuper Lump S Ums 609051150630522522		45,000.00	291,906.70 cr
23-May	Tfr From 020406738 lb2-16014416		500.00	292,406.70 cr
23-May	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-16032016	252,704.27		39,702.43 cr
25-May	Pay Anyone To Bjs Insurance Brokers Pty Ltd 083091 571499079 lb2-88125961	1,800.00		37,902.43 cr
31-May	Tfr From 020406738 lb2-07906621		500.00	38,402.43 cr
31-May	Internet Pay Anyone Fee	2.60		38,399.83 cr
31-May	Interest		314.85	38,714.68 cr
31-May	Closing Balance			38,714.68 cr
Total Debits & Credits		307,206.87	345,921.55	

Credit Interest Rates

Effective Date: 19/05/2023

Amount	Base Rate p.a.	Base Rate + Bonus Rate p.a.
\$1 - \$9,999	0.00%	0.00%
\$10,000 and over	1.50%	3.00%
Bonus Rate:		1.50%
Base Rate applies from:		28/08/2023



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005068 002



Claf Pty Ltd
 AS Trustee For
 Hold Fast Smsf
 2 Boughens Road
 ILKLEY QLD 4554

STATEMENT

Account Number: 23413101
 BSB: 124185
 From 01-June-2023 to 30-June-2023

Superannuation Savings Account

Account Details	Statement Summary
Claf Pty Ltd AS Trustee For Hold Fast Smsf	Opening Balance \$ 38,714.68 cr Total Credits \$ 4,569.99 cr Total Debits \$ 35,523.78 dr Credit Interest FYTD \$ 392.65 cr Closing Balance \$ 7,760.89 cr
Details as at 30-June-2023	

Transactions		Debit	Credit	Balance
2023				
01-June	Opening Balance			38,714.68 cr
01-June	Direct Credit Property Manag Em Rent Payment		1,192.19	39,906.87 cr
06-June	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-06376723	176.68		39,730.19 cr
06-June	Tfr From 020406738 lb2-06379763		500.00	40,230.19 cr
13-June	Tfr From 020406738 lb2-12688244		500.00	40,730.19 cr
22-June	Tfr From 020406738 lb2-34523577		800.00	41,530.19 cr
22-June	Tfr From 020406738 lb2-34527897		500.00	42,030.19 cr
22-June	BPAY Think Tank W06 lb2-34642177	30,000.00		12,030.19 cr
27-June	Direct Debit BNY Trust 216207-000804232	5,346.45		6,683.74 cr
27-June	Tfr From 020406738 lb2-14815596		1,000.00	7,683.74 cr
30-June	Internet Pay Anyone Fee	0.65		7,683.09 cr
30-June	Interest		77.80	7,760.89 cr
30-June	Closing Balance			7,760.89 cr
Total Debits & Credits		35,523.78	4,569.99	

Credit Interest Rates

Effective Date: 19/05/2023

Amount	Base Rate p.a.	Base Rate + Bonus Rate p.a.
\$1 - \$9,999	0.00%	0.00%
\$10,000 and over	1.50%	3.00%
Bonus Rate:		1.50%
Base Rate applies from:		28/08/2023

Interest rates are subject to change. Interest is calculated on the daily closing balance and paid monthly on the last day of the month. Interest for the last day of the month will be paid in the following month.

Balances greater than \$5,000,000 are subject to approval.

Property 1

Address of Property: 1/11 Jacaranda Drive, Mooloolaba
 Property owners (% owned):
 Date first rented:
 Number of weeks rented:

Per Agent Rental Statement	July	August	September	October	November	December	January	February	March	April	May	June/Annual	Total
Gross Rent												3,182.14	3,182.14
Other Income													-
Total Income	-	-	-	-	-	-	-	-	-	-	-	3,182.14	3,182.14
Body corporate													-
Cleaning													-
Pest Control													-
Property agent fees/commission												210.02	210.02
Repairs & Maintenance												55.00	55.00
Stationary, telephone and postage													-
Sundry													-
Total Expenses	-	-	-	-	-	-	-	-	-	-	-	265.02	265.02
Net rent (subtotal)- Per Agent	-	-	-	-	-	-	-	-	-	-	-	2,917.12	2,917.12

Paid Directly by owner(s)	July	August	September	October	November	December	January	February	March	April	May	June/Annual	Total
Gross Rent													-
Other Income													-
Total Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising													-
Body corporate													-
Borrowing expenses													-
Cleaning													-
Council rates													-
Deductions for decline in value on plant													-
Deductions for decline in value - report													-
Gardening/lawn mowing													-
Insurance													-
Interest on loans													-
Land tax													-
Legal expenses													-
Pest control													-
Property agent fees/commissions													-
Repairs & maintenance													-
Other R&M - Gardening													-
Other R&M - Specify													-
Other R&M - Specify													-
Capital works deductions													-
Capital works - report													-
Stationary, telephone & postage													-
Travel expenses													-
Water charges													-
Sundry rental expenses													-
Other Sundry - Specify													-
Other Sundry - Specify													-
Other Sundry - Specify													-
Total Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Net rent- Paid Personally	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Net Rent	-	-	-	-	-	-	-	-	-	-	-	2,917.12	2,917.12

Property 2

Address of Property: 2/11 Jacaranda Drive, Mooloolaba
 Property owners (% owned):
 Date first rented:
 Number of weeks rented:

Per Agent Rental Statement	July	August	September	October	November	December	January	February	March	April	May	June/Annual	Total
Gross Rent												2,463.57	2,463.57
Other Income													-
Total Income	-	-	-	-	-	-	-	-	-	-	-	2,463.57	2,463.57
Body corporate													-
Cleaning													-
Pest Control													-
Property agent fees/commission												162.60	162.60
Repairs & Maintenance													-
Stationary, telephone and postage													-
Sundry													-
Total Expenses	-	-	-	-	-	-	-	-	-	-	-	162.60	162.60
Net rent (subtotal)- Per Agent	-	-	-	-	-	-	-	-	-	-	-	2,300.97	2,300.97

Paid Directly by owner(s)	July	August	September	October	November	December	January	February	March	April	May	June/Annual	Total
Gross Rent													-
Other Income													-
Total Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising													-
Body corporate													-
Borrowing expenses													-
Cleaning													-
Council rates													-
Deductions for decline in value on plant													-
Deductions for decline in value - report													-
Gardening/lawn mowing													-
Insurance													-
Interest on loans													-
Land tax													-
Legal expenses													-
Pest control													-
Property agent fees/commissions													-
Repairs & maintenance													-
Other R&M - Specify													-
Other R&M - Specify													-
Other R&M - Specify													-
Capital works deductions													-
Capital works - report													-
Stationary, telephone & postage													-
Travel expenses													-
Water charges													-
Sundry rental expenses													-
Other Sundry - Specify													-
Other Sundry - Specify													-
Other Sundry - Specify													-
Total Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Net rent- Paid Personally	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Net Rent	-	-	-	-	-	-	-	-	-	-	-	2,300.97	2,300.97

Distribution

Property 2	2/11 Jacaranda Drive, Mooloolaba						
	%	Rent	Interest deductions	Capital works	Other rental deductions	Net rent	Previous Year
Hold Fast SMSF		2,463.57	-	-	-	2,463.57	
	0.00%	2,463.57	-	-	-	2,463.57	-

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Rental Income (28000)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
01/06/2023	Direct Credit Property Manag Em Rent Payment			1,192.19	1,192.19 CR
30/06/2023	Gross up rent per agent stmt			4,453.52	5,645.71 CR
				5,645.71	5,645.71 CR

Total Debits: 0.00

Total Credits: 5,645.71

Income & Expenditure Consolidated

Renee Thompson
2 Boughens Road
Illkley QLD 4554

Date 1/07/2022 to 30/06/2023

From Statement: **1 (26/05/2023)**
To Statement: **2 (30/06/2023)**

CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST (ID: 2654)

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

Properties

1/11 Jacaranda Drive, Mooloolaba, QLD 4557 (Residential)
2/11 Jacaranda Drive, Mooloolaba, QLD 4557 (Residential)

Property Income

Residential Rent	\$0.00	\$5,645.71	\$5,645.71
	\$0.00	\$5,645.71	\$5,645.71
			<i>(GST Total: \$0.00)</i>

Property Expenses

Gardening	\$50.00	\$0.00	\$50.00
+ GST	\$5.00	\$0.00	\$5.00
Residential Management Fee	\$338.74	\$0.00	\$338.74
+ GST	\$33.88	\$0.00	\$33.88
	\$427.62	\$0.00	\$427.62
			<i>(GST Total: \$38.88)</i>

PROPERTY BALANCE: \$5,218.09

(GST Balance: -\$38.88)

Ownership Summary

Owner Income

	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

Owner Expenses

	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

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

Income & Expenditure Consolidated

Owner Payments

CLAF Pty Ltd

\$5,218.09

\$5,218.09

CLOSING BALANCE: \$0.00

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

Income & Expenditure Summary

Renee Thompson
2 Boughens Road
Ilkley QLD 4554

Date 1/07/2022 to 30/06/2023

From Statement: **1 (26/05/2023)**
To Statement: **2 (30/06/2023)**

CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST (ID: 2654)

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

Residential Properties

1/11 Jacaranda Drive, Mooloolaba, QLD 4557

Property Income

Residential Rent	\$0.00	\$3,182.14	\$3,182.14
	\$0.00	\$3,182.14	\$3,182.14
			<i>(GST Total: \$0.00)</i>

Property Expenses

Gardening	\$50.00	\$0.00	\$50.00
+ GST	\$5.00	\$0.00	\$5.00
Residential Management Fee	\$190.92	\$0.00	\$190.92
+ GST	\$19.10	\$0.00	\$19.10
	\$265.02	\$0.00	\$265.02
			<i>(GST Total: \$24.10)</i>

PROPERTY BALANCE: \$2,917.12

(GST Balance: -\$24.10)

2/11 Jacaranda Drive, Mooloolaba, QLD 4557

Property Income

Residential Rent	\$0.00	\$2,463.57	\$2,463.57
	\$0.00	\$2,463.57	\$2,463.57
			<i>(GST Total: \$0.00)</i>

Property Expenses

Residential Management Fee	\$147.82	\$0.00	\$147.82
+ GST	\$14.78	\$0.00	\$14.78
	\$162.60	\$0.00	\$162.60

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

Income & Expenditure Summary

(GST Total: \$14.78)

	PROPERTY BALANCE: \$2,300.97
	<i>(GST Balance: -\$14.78)</i>

Ownership Summary

Owner Income	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

Owner Expenses	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

Owner Payments	
CLAF Pty Ltd	\$5,218.09

\$5,218.09

	CLOSING BALANCE: \$0.00
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Report shows all transactions reported on statements created within reporting period.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details**Item 1****1.1 Lessor**

Name/trading name Christopher Wilson & Jacenta Lane

Address

C/O - Online Property Sales & Rentals

37 Flinders Lane, Maroochydore

QLD

Postcode 4558

1.2 Phone

Mobile

Email

07 5313 4008

0419 219 590

admin@onlinepropertysales.com.au

Item 2**2.1 Tenant/s**

Tenant 1 Full name/s Sonny Cueva Lapuz

Phone 0451 802 437

Email nanopaluzza@yahoo.com.ph

Tenant 2 Full name/s Marilissa Tala Suarez

Phone

Email lhizass@yahoo.com

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 Online Property Sales Pty Ltd

Address

37 Flinders Lane

Maroochydore

QLD

Postcode 4558

3.2 Phone

Mobile

Email

(07) 5313 4008

0418 234 269

admin@onlinepropertysales.com.au

Item 4**Notices may be given to**

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 LessorEmail Yes No brett@onlinepropertysales.com.auFacsimile Yes No **4.2 Tenant/s**Email Yes No As per Item 2.1Facsimile Yes No **4.3 Agent**Email Yes No brett@onlinepropertysales.com.auFacsimile Yes No **Item 5****5.1 Address of the rental premises**

1/11 Jacaranda Drive

Mooloolaba

QLD

Postcode 4557

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

See Incoming Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions**Item 6****6.1 The term of the agreement is** fixed term agreement periodic agreement**6.2 Starting on** 22 / 05 / 2023**6.3 Ending on** 21 / 05 / 2024

Fixed term agreements only. For continuation of tenancy agreement, see clause 6



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 7 Rent \$ 395.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Saturday 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 Deposit

Details for direct credit

BSB no. 064 420 Bank/building society/credit union Commonwealth Bank

Account no. 1105 5638 Account name Online Property Sales - Rental Trust

Payment reference 1/11JACARANDA

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

Commonwealth Bank - Online Property Sales Rental Trust

Item 11 Rental bond amount \$ 1,980.00 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 NoGas Yes No Type Water Usage & NBN/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 Water Usage - Online Property Sales & Rentals NBN/Internet - Direct to supplier
See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises 4 See clause 23

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

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

Item 17 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Energizer Solar, Electrical & Air - Izaak Lawrence Phone 0424 637 219

Plumbing repairs Plumbers QLD Phone 0407 787 420

Other Online Property Sales & Rentals Phone 0419 219 590

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

 Yes No - please provide lessor contact details below

Name Brett Rogers - Online Property Sales & Rentals Phone 0419 219 590

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 7 days after the later of the following days -
 - (a) the day the tenant occupies 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.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

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 - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement 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 end this agreement 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.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

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.

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, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (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.

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 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 body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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 - intentionally removed

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.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (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;
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

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 –
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - 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), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207-209

- 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.

- The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

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

- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- The lessor must not act unreasonably in failing to agree.
- If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
 - take action for a breach of a term of this agreement; or
 - 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

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
 - secures an entry to the premises; or
 - 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
 - is part of the premises.

- 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

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises –
 - the *Body Corporate and Community Management Act 1997*;
 - the *Building Units and Group Titles Act 1980*;
 - a body corporate by-law

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- 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 written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

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 4 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.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
- relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
- if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
- would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- 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.
- The lessor must act reasonably in failing to agree to the transfer or subletting.
- 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.
- 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 lessors 237

- This clause applies if –
 - the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises comes from the tenant's terms of employment.
- 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

- This agreement ends only if –
 - the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- Also, this agreement ends for a sole tenant if –
 - the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

 - the tenant dies.

Note - See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- 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
- The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

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) and (3)

- (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 -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

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) a requirement about a service charge; or

Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

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.

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 to attached special terms approved by the Real Estate Institute of Queensland.

Refer to attached Addendum A/A1

Names of Approved Occupants: Ameerah Tala Lapuz (Daughter) & Son

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

Brett Rogers - Online Property Sales & Rentals

Signature

DocuSigned by:
Brett Rogers
C2AB9207338C4B9...

Date / /
17/3/2023

Signature of tenant 1

Print name

Sonny Cueva Lapuz

Signature

DocuSigned by:
[Signature]
A1B1C8D60877402...

Date / /
16/3/2023

Signature of tenant 2

Print name

Marilissa Tala Suarez

Signature

DocuSigned by:
[Signature]
0C6664E8BA85449...

Date / /
16/3/2023

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.



REIQ Accredited Agency

Special Condition

General Tenancy - Rent Increase During a Fixed Term Agreement

RENT INCREASE DURING A FIXED TERM AGREEMENT

- (a) In accordance with Item 7 of the Tenancy Details in the Agreement, rent shall be \$ 395.00
per week _____ ("**the initial rent**").
 ↑ *insert week, fortnight or month*

- (b) The initial rent shall be payable from the date nominated in Item 6.2 of the Tenancy Details until
22 May 2023 ("**the initial rental period**").

- (c) From the end of the initial rental period, rent shall increase to \$ 495.00
per week _____ until the termination of the Tenant's obligations to pay rent as set out herein.
 ↑ *insert week, fortnight or month*

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

000027434711

Addendum A – 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 of 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 prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and out 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 allocated place.
- (c) Not 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.
- (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 rubbish (including pet waste) for the premises.
- (g) 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 volume of more than 2000L; or
 Such pools are described above are considered regulated pools under the Building Act 1975 and require compliant pool fencing and/or pool barriers.
- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (i) Not to maliciously or negligently damage the premises or any part of the premises.
- (j) 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 provide the lessor/lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
 - (1) Test each smoke alarm at least once every 12 months of the tenancy by pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke or testing the alarm in the way stated in the Information Sheet
 - (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 smoke alarm
- (l) 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 its guest/s.
- (m) 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 infestation have arisen due to act neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the tenancy, comply with the terms of this General Tenancy Agreement including Addendum – Special Terms and Addendum A/A1.
- (p) 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 – 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.

4 - Change of Tenant/s During a Fixed Term Agreement

If at any stage one person/s on the lease want to vacate prior to the end of a fixed term agreement the following conditions and fees apply:

- (a) Proposed new tenant to complete rental application form and be approved prior to moving into the property.
- (b) New and remaining tenants to sign a new tenancy agreement with the same rent amount and end date as the current agreement.
- (c) New and remaining tenants to sign off on the condition noted on the original entry condition report.
- (d) \$250 + GST new tenancy agreement and entry report preparation fee payable.

5 – End of Occupancy

The tenant will upon vacating the premises:

- (a) Return all keys, key cards 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 professional standard as provided by the lessor/lessor's agent at the beginning of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant/s or it's guests 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) Provide written evidence of compliance with the requirements of Addendum – Special Terms – Clause 4 (b), (c) and (f) to the lessor/lessor's agent on or before vacating.
- (h) 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 an 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 the 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 fulfil 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 minimise rental loss.

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 respects 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 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 Terms – Item C:

- (1) Subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be set out in Addendum – Additional Items – Item C.
- (2) 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 the case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 - Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

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 photographically record the condition of the premises. Such photos will be used solely for the purpose of identifying any damage or defects that become apparent during the inspection and may be distributed to people involved in rectification including the lessor of the rental premises. Such photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor/lessor's agent require photos of the premises for any purpose other than as outlined above the lessor/lessor's agent must obtain the tenant's written authorisation.
- (2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

13 – Privacy Statement

- (1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (Privacy Act 1988) 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 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:
 - (1) The lessor of the premises to which this Tenancy Agreement applies; and/or
 - (2) (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 lease and of applicable listing tenancy agreement breaches; and/or
 - (3) 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
 - (4) 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
 - (5) Body Corporates
- (4) Without provision of certain information, the lessor's agent may not be able to act effectively or at all on the administration of this Agreement.
- (5) 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.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

14 – Telephone

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

15 – 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.

Addendum A1

A1. Special Terms

1 - Bank Fees

It is agreed that the tenant/s are to pay for any bank search fees incurred by the agent that do not have a reference number / address / name attached.

2 - Air Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 3 months and upon vacating the Premises.

3 - 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.

4 - Care of Premises

In accordance with Addendum 8 - 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.

5 - Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum B - Special Terms Clause 4(b), carpets are to be professionally cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly. Protective mats must be used where castor wheel chairs are present to avoid any damage to the carpet. Should damage occur the cost to repair/replace will be the tenant's responsibility.

6 - 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.

7 - 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.

8 - 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.

9 - Reporting Maintenance & After-Hours Emergency Maintenance

General Request - All maintenance requests are to be submitted in writing via email to brett@onlinepropertysales.com.au. Please include a detailed description, make/model, location, photos/video of the item where possible.

Urgent or After-Hours Emergency Request (i.e. No power, no hot water, serious leak, locked out) – Call Brett Rogers on **0419 219 590** to discuss the matter and then send a follow up email to brett@onlinepropertysales.com.au to document the request in writing. Should you be unsuccessful contacting Brett refer to your Tenancy Agreement, Nominated Repairers noted in Item 18. These repairers are only to be contacted in the case of an emergency when Brett is uncontactable. Should your request be found not to be urgent, any additional after-hours call out fee will be the responsibility of the tenant to pay.

10 - 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.

11 - 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.

12 - Keys

Keys are photocopied and handed over upon occupancy. If any keys or remotes are missing, you will be charged prior to the Final Inspection. If any keys or remotes are missing you will be charged for replacement keys, remotes and locks. You will be charged rent up until all keys and remotes are handed back to our office.

13 - 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 every quarter 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.

14 - Condition Reports

Entry Condition Reports must be signed and returned to our office within 3 business days, or it will be presumed that you have no conflict with our report.

15 - Inspections

Inspections are carried out by our staff every 3-4 months with a minimum of 7 days' notice given to you. These inspections are to primarily check that the property is being maintained well and for you to report maintenance noticed during your tenancy. We will be taking photographs of the property during the routine inspection.

16 - Rental Payments

Payments must be on advance at all times. Failure to do so is a breach of your Tenancy Agreement and will not be tolerated. It is our policy that you must pay your rent using Direct Credit.

17 - Rental Bonds

Rental bonds are paid prior to entry by Bank Cheque or Direct Credit payment only (Online Property Sales & Rentals is a cashless office). This is then forwarded to the RTA.

18 - Breaking Your Lease

Should this arise for any reason, we will assist you in securing an approved Tenant/s for the property. However, you are responsible for all cost associated with securing another Tenant including advertising cost, smoke alarm fee (as required), break lease fee equivalent to 1 week's rent + GST and you are responsible for rental payments until an approved Tenant/s moves in.

19 - Garden Maintenance

Gardens and lawns must be maintained in good order at all times. This includes weeding, mowing, watering and free from all rubbish.

20 - Flea Fumigation

If any pet has been kept at the property professional flea fumigation, inside and out must be done and receipt handed to our office prior to the Final Inspection being carried out.

21 - Swimming Pool

If the property has a swimming pool or outside spa, the Tenant acknowledges full responsibility to maintain, clean and provide appropriate chemicals for the correct use of the pool unless otherwise agreed at the beginning of the tenancy i.e. Pool maintenance included in the rent. The Tenant is also responsible for keeping the gate closed at all times. If the Tenant has their own portable pool/spa they are responsible for ensuring it complies with all relevant pool laws.

22 - Trampolines

The owners written approval must first be obtained to permit construction & subsequent use of a trampoline. The tenant/s agrees that if a trampoline or shade cloth type structure is used on grassed area's that it will be moved every 7 days to enable the lawn to get adequate sunlight. The structure is to be moved to another section of the property for at least 7 more days at a time as it will affect the strength and growth of the lawn if left in the one place constantly. The tenant will be liable for any damage caused to lawns / property & include lawn re-turfing of shade affected areas.

General Tenancy Agreement (Form 18A) Acknowledgement

I/we have been given a copy of the General Tenancy Agreement (Form 18A), including the 1-44 standard terms and additional special terms Addendum A & A1 specific to this property prior to completing any paperwork that commits me to this property or paying any moneys that commit me to this property. The above is in accordance with Section 58 of the Residential Tenancies and Rooming Accommodation Act 2008.

I/We acknowledge and agree to all of the above.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy details****Item 1****1.1 Lessor**

Name/trading name CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST

Address

C/O - Online Property Sales & Rentals

37 Flinders Lane, Maroochydore

QLD

Postcode 4558

1.2 Phone

Mobile

Email

07 5313 4008

0419 219 590

admin@onlinepropertysales.com.au

Item 2**2.1 Tenant/s**

Tenant 1 Full name/s Jessica Veronica Joseph-Leith

Phone 0401 003 569

Email tweetyrose02@gmail.com

Tenant 2 Full name/s

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 Online Property Sales Pty Ltd

Address

37 Flinders Lane

Maroochydore

QLD

Postcode 4558

3.2 Phone

Mobile

Email

(07) 5313 4008

0418 234 269

admin@onlinepropertysales.com.au

Item 4**Notices may be given to**

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 LessorEmail Yes No brett@onlinepropertysales.com.auFacsimile Yes No **4.2 Tenant/s**Email Yes No As per Item 2.1Facsimile Yes No **4.3 Agent**Email Yes No brett@onlinepropertysales.com.auFacsimile Yes No **Item 5****5.1 Address of the rental premises**

2/11 Jacaranda Drive

Mooloolaba

QLD

Postcode 4557

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

See Incoming Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions**Item 6****6.1 The term of the agreement is** fixed term agreement periodic agreement**6.2 Starting on** 03 / 08 / 2023**6.3 Ending on** 02 / 02 / 2024

Fixed term agreements only. For continuation of tenancy agreement, see clause 6



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 7 Rent \$ 465.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Friday 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 Deposit

Details for direct credit

BSB no. 064 420

Bank/building society/credit union

Commonwealth Bank

Account no. 1105 5638

Account name

Online Property Sales - Rental Trust

Payment reference

2/11JACARANDA

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

Commonwealth Bank - Online Property Sales Rental Trust

Item 11 Rental bond amount \$ 1,860.00 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 NBN/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

See special terms (page 8)

NBN/Internet - Direct to supplier

Item 15 Number of persons allowed to reside at the premises 2 See clause 23

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

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

Item 17 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Energizer Solar, Electrical & Air - Izaak Lawrence Phone 0424 637 219

Plumbing repairs Plumbers QLD Phone 0407 787 420

Other Online Property Sales & Rentals Phone 0419 219 590

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes

No - please provide lessor contact details below

Name Brett Rogers - Online Property Sales & Rentals

Phone 0419 219 590

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 7 days after the later of the following days -
 - (a) the day the tenant occupies 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.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

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 - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement 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 end this agreement 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.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

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.

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, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (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.

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 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 body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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 - intentionally removed

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.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (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;
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

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 –
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - 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), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207-209

- 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.

- The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

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
- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - The lessor must not act unreasonably in failing to agree.
 - If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
 - take action for a breach of a term of this agreement; or
 - 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

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
 - secures an entry to the premises; or
 - 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
 - is part of the premises.

- 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

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises –
 - the *Body Corporate and Community Management Act 1997*;
 - the *Building Units and Group Titles Act 1980*;
 - a body corporate by-law

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- 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 written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

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 4 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.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
- relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
- if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
- would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- 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.
- The lessor must act reasonably in failing to agree to the transfer or subletting.
- 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.
- 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 lessors 237

- This clause applies if –
 - the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises comes from the tenant's terms of employment.
- 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

- This agreement ends only if –
 - the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- Also, this agreement ends for a sole tenant if –
 - the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

 - the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- 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
- The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

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) and (3)

- (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 -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

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) a requirement about a service charge; or

Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

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.

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 to attached special terms approved by the Real Estate Institute of Queensland.

Refer to attached Addendum A/A1

Names of Approved Occupants: **Charlie Hoffman**

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

Brett Rogers - Online Property Sales & Rentals

Signature

DocuSigned by:
Brett Rogers
C2AB9207338C4B9...

Date / /
26-06-2023

Signature of tenant 1

Print name

Jessica Veronica Joseph-Leith

Signature

DocuSigned by:
Jessica Joseph-Leith
9CC1937324DC450...

Date / /
26-06-2023

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Addendum A – 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 of 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 prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and out 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 allocated place.
- (c) Not 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.
- (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 rubbish (including pet waste) for the premises.
- (g) 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 volume of more than 2000L; or
 Such pools are described above are considered regulated pools under the Building Act 1975 and require compliant pool fencing and/or pool barriers.
- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (i) Not to maliciously or negligently damage the premises or any part of the premises.
- (j) 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 provide the lessor/lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
 - (1) Test each smoke alarm at least once every 12 months of the tenancy by pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke or testing the alarm in the way stated in the Information Sheet
 - (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 smoke alarm
- (l) 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 its guest/s.
- (m) 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 infestation have arisen due to act neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the tenancy, comply with the terms of this General Tenancy Agreement including Addendum – Special Terms and Addendum A/A1.
- (p) 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 – 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.

4 - Change of Tenant/s During a Fixed Term Agreement

If at any stage one person/s on the lease want to vacate prior to the end of a fixed term agreement the following conditions and fees apply:

- (a) Proposed new tenant to complete rental application form and be approved prior to moving into the property.
- (b) New and remaining tenants to sign a new tenancy agreement with the same rent amount and end date as the current agreement.
- (c) New and remaining tenants to sign off on the condition noted on the original entry condition report.
- (d) \$250 + GST new tenancy agreement and entry report preparation fee payable.

5 – End of Occupancy

The tenant will upon vacating the premises:

- (a) Return all keys, key cards 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 professional standard as provided by the lessor/lessor's agent at the beginning of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant/s or it's guests 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) Provide written evidence of compliance with the requirements of Addendum – Special Terms – Clause 4 (b), (c) and (f) to the lessor/lessor's agent on or before vacating.
- (h) 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 an 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 the 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 fulfil 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 minimise rental loss.

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 respects 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 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 Terms – Item C:

- (1) Subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be set out in Addendum – Additional Items – Item C.
- (2) 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 the case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 - Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

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 photographically record the condition of the premises. Such photos will be used solely for the purpose of identifying any damage or defects that become apparent during the inspection and may be distributed to people involved in rectification including the lessor of the rental premises. Such photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor/lessor's agent require photos of the premises for any purpose other than as outlined above the lessor/lessor's agent must obtain the tenant's written authorisation.
- (2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

13 – Privacy Statement

- (1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (Privacy Act 19887) 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 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:
 - (1) The lessor of the premises to which this Tenancy Agreement applies; and/or
 - (2) (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 lease and of applicable listing tenancy agreement breaches; and/or
 - (3) 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
 - (4) 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
 - (5) Body Corporates
- (4) Without provision of certain information, the lessor's agent may not be able to act effectively or at all on the administration of this Agreement.
- (5) 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.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

14 – Telephone

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

15 – 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.

Addendum A1

A1. Special Terms

1 - Bank Fees

It is agreed that the tenant/s are to pay for any bank search fees incurred by the agent that do not have a reference number / address / name attached.

2 - Air Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 3 months and upon vacating the Premises.

3 - 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.

4 - Care of Premises

In accordance with Addendum 8 - 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.

5 - Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum B - Special Terms Clause 4(b), carpets are to be professionally cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly. Protective mats must be used where castor wheel chairs are present to avoid any damage to the carpet. Should damage occur the cost to repair/replace will be the tenant's responsibility.

6 - 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.

7 - 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.

8 - 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.

9 - Reporting Maintenance & After-Hours Emergency Maintenance

General Request - All maintenance requests are to be submitted in writing via email to brett@onlinepropertysales.com.au. Please include a detailed description, make/model, location, photos/video of the item where possible.

Urgent or After-Hours Emergency Request (i.e. No power, no hot water, serious leak, locked out) – Call Brett Rogers on **0419 219 590** to discuss the matter and then send a follow up email to brett@onlinepropertysales.com.au to document the request in writing. Should you be unsuccessful contacting Brett refer to your Tenancy Agreement, Nominated Repairers noted in Item 18. These repairers are only to be contacted in the case of an emergency when Brett is uncontactable. Should your request be found not to be urgent, any additional after-hours call out fee will be the responsibility of the tenant to pay.

10 - 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.

11 - 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.

12 - Keys

Keys are photocopied and handed over upon occupancy. If any keys or remotes are missing, you will be charged prior to the Final Inspection. If any keys or remotes are missing you will be charged for replacement keys, remotes and locks. You will be charged rent up until all keys and remotes are handed back to our office.

13 - 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 every quarter 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.

14 - Condition Reports

Entry Condition Reports must be signed and returned to our office within 3 business days, or it will be presumed that you have no conflict with our report.

15 - Inspections

Inspections are carried out by our staff every 3-4 months with a minimum of 7 days' notice given to you. These inspections are to primarily check that the property is being maintained well and for you to report maintenance noticed during your tenancy. We will be taking photographs of the property during the routine inspection.

16 - Rental Payments

Payments must be on advance at all times. Failure to do so is a breach of your Tenancy Agreement and will not be tolerated. It is our policy that you must pay your rent using Direct Credit.

17 - Rental Bonds

Rental bonds are paid prior to entry by Bank Cheque or Direct Credit payment only (Online Property Sales & Rentals is a cashless office). This is then forwarded to the RTA.

18 - Breaking Your Lease

Should this arise for any reason, we will assist you in securing an approved Tenant/s for the property. However, you are responsible for all cost associated with securing another Tenant including advertising cost, smoke alarm fee (as required), break lease fee equivalent to 1 week's rent + GST and you are responsible for rental payments until an approved Tenant/s moves in.

19 - Garden Maintenance

Gardens and lawns must be maintained in good order at all times. This includes weeding, mowing, watering and free from all rubbish.

20 - Flea Fumigation

If any pet has been kept at the property professional flea fumigation, inside and out must be done and receipt handed to our office prior to the Final Inspection being carried out.

21 - Swimming Pool

If the property has a swimming pool or outside spa, the Tenant acknowledges full responsibility to maintain, clean and provide appropriate chemicals for the correct use of the pool unless otherwise agreed at the beginning of the tenancy i.e. Pool maintenance included in the rent. The Tenant is also responsible for keeping the gate closed at all times. If the Tenant has their own portable pool/spa they are responsible for ensuring it complies with all relevant pool laws.

22 - Trampolines

The owners written approval must first be obtained to permit construction & subsequent use of a trampoline. The tenant/s agrees that if a trampoline or shade cloth type structure is used on grassed areas that it will be moved every 7 days to enable the lawn to get adequate sunlight. The structure is to be moved to another section of the property for at least 7 more days at a time as it will affect the strength and growth of the lawn if left in the one place constantly. The tenant will be liable for any damage caused to lawns / property & include lawn re-turfing of shade affected areas.

General Tenancy Agreement (Form 18A) Acknowledgement

I/we have been given a copy of the General Tenancy Agreement (Form 18A), including the 1-44 standard terms and additional special terms Addendum A & A1 specific to this property prior to completing any paperwork that commits me to this property or paying any moneys that commit me to this property. The above is in accordance with Section 58 of the Residential Tenancies and Rooming Accommodation Act 2008.

I/We acknowledge and agree to all of the above.



Information Statement Form 17a

Pocket guide for tenants – houses and units

Changes to Queensland tenancy laws came into effect on 20 October 2021 and are being implemented in phases.

- Domestic and family violence protections for tenants and residents have been strengthened from 20 October 2021.
- Changes to reasons for ending tenancies, a new framework to negotiate renting with pets and the introduction of repair orders have commenced on 1 October 2022.
- Minimum housing standards will be introduced for new tenancies from 1 September 2023 and all tenancies from 1 September 2024.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Tenancy agreement

A [General tenancy agreement](#) (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance).

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper [Bond lodgement](#) (Form 2) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. It must be at least 11 months since the last increase and you must be given 1 month's notice.

Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via the RTA website.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Rent increases

It must be at least 6 months since the tenancy started or the date of the most recent rent amount was changed.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills should be provided to you within a reasonable timeframe, and you must pay within one month of the bills being provided.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

Entry condition report

The property owner/manager must give you an [Entry condition report](#) (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards, which clarify repair and maintenance obligations and introduce compliance mechanisms in enforcing these standards, will commence:

- for new tenancies on 1 September 2023, and
- for all tenancies on 1 September 2024.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair, and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).

If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.

2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Smoke alarms

Property owners/managers must install and maintain smoke alarms in rental properties, in line with Queensland legislation. Visit [Queensland Fire and Emergency Services \(qfes.qld.gov.au\)](http://qfes.qld.gov.au) for more information. Tenants also have responsibilities including testing and cleaning smoke alarms and replacing batteries. See our website for more information.

Fixtures

Fixtures can only be added with the property owner/manager's written consent and they do not have to agree to the request if they give a good reason.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an [Entry notice \(Form 9\)](#) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a [Notice to remedy breach](#) (Form 11).

Example: you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

If you don't fix the problem you may be given a [Notice to leave](#) (Form 12) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a [Notice to remedy breach](#) (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

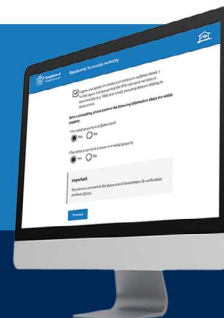
If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement. Note that the rent cannot be increased unless at least 6 months have passed since the last rent increase.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Use **RTA Web Services** to lodge or refund a bond, change bond contributors, update your details and more.

rta.qld.gov.au/webservices

Renting that works
for everyone



Connect with us



LinkedIn



YouTube



eNews



Podcast

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends.

You may also be liable for other costs such as the cost of re-letting the property and advertising.

The property owner/manager must make an effort to limit your loss or expense.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You must complete an [Exit condition report](#) (Form 14a). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

The RTA recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/ manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based [Refund of rental bond](#) (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond](#) (Form 4).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via [Web Services](#) or submit a [Dispute resolution request](#) (Form 16) to the RTA by the due date. If the RTA does not receive a digital response via [Web Services](#) or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\)](#) (Form 20) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence](#) (Form 4a) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8.30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Translationz

For customers requiring translation and interpreter service – Translationz will telephone the RTA for you at no extra cost

t 07 2000 4600

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au

TRUSTEE DECLARATION
RESIDENTIAL REAL PROPERTY

We, Tristan Thompson & Renee Thompson, Directors of CLAF Pty Ltd, being the trustee of the Hold Fast SMSF, ABN: 91 228 918 524 hereby **declare**, that the residential real property held by the Fund situated at Unit 1 & 2, 11 Jacaranda Drive, Mooloolaba QLD 4557 which is managed by Online Property Sales & Rentals is not leased to a related party, as defined by the SIS Act 1993 of the members and the leasing arrangements were conducted on commercial terms on an arm's length basis, and rental income is at market rate value, pursuant to section 109 of the SIS Act 1993 during the financial year ending 30 June 2023.

In support of this declaration, attached are the collection periods of the rent from the tenant to satisfy section 109 of the SIS Act whereby all Terms and Conditions of the Lease Agreement have been met.

Dated: 14th Feb, 2024

Tristan Thompson

Tristan Thompson

Renee Thompson

Renee Thompson

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Council Rates (41960)					
11	Jacaranda Drive, MOOLOOLABA (JACARANDA DR)				
27/03/2023	Record Purchase of Jacaranda Drive		296.47		296.47 DR
			296.47		296.47 DR

Total Debits: 296.47

Total Credits: 0.00

PLUS COUNCIL RATES \$1,533.16 treated as paid for the period 01 January 2023 to 30 June 2023 Proportion being 35/181 days	<u>296.47</u> 997.587.64
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Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Insurance Premium (41980)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
25/05/2023	Pay Anyone To Bjs Insurance Brokers Pty Ltd 083091 571499079 lb2-88125961		1,800.00		1,800.00 DR
			1,800.00		1,800.00 DR

Total Debits: 1,800.00

Total Credits: 0.00



BJS Insurance Brokers Pty Ltd

ABN 18 096 716 746 AFS Licence No: 277725

5 Discovery Drive
NORTH LAKES QLD 4509
Email: qld@bjsib.com.au

Tel: (07) 3480 8900
Fax: (07) 3883 2474

As per your request, we have arranged the following insurance cover. To ensure your continued protection, payment should be made within 14 days of the invoice date shown.

CLAF Investments Pty Ltd
C/- 1 Johnson Street
CABOOLTURE QLD 4510

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 23/05/2023

Invoice No: 400646

Our Reference: THOM T

Should you have any queries in relation to this account, please contact your Account Manager
Karen Deed

Class of Policy: Landlords Insurance
Insurer: Allianz Australia Insurance Limited QLD
GPO Box 9870, Brisbane QLD 4001
ABN:
The Insured: CLAF Investments Pty Ltd

NEW POLICY

Policy No: 142A034023LLP

Period of Cover:

From **17/05/2023**

to **17/05/2024** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

New Landlords Policy
* 11 Jacandra Drive Mooloolaba

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$1,371.39	\$0.00	\$0.00	\$151.29	\$135.77	\$141.55

TOTAL **\$1,800.00**
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$16.20

PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.



Acct Name: BJS Insurance Brokers Pty Ltd Broking Acc
BSB: 083091 Account: 571499079
Reference: THOM T 400646

Our Reference: THOM T
Invoice No: 400646
Acct Man: Karen Deed



Mail this portion with your cheque payable to:
BJS Insurance Brokers Pty Ltd
P O BOX 7081
St Kilda Road, MELBOURNE 8004



To pay with your
Visa/ Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 0163235X

Invoice Ref: 400646

AMOUNT DUE

\$1,800.00

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Schedule of Insurance

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

This policy is underwritten by:
Allianz Australia Insurance Limited
AFS Licence No. 234708
ABN 15 000 122 850

Thank you for choosing to insure with Allianz.

1. Please read your policy documentation

We want to ensure that you know exactly what you're covered for. Refer to the Product Disclosure Statement PDS(s), any Supplementary PDS or other document that we tell you forms part of your Policy, as these set out the terms and conditions of your cover.

A Target Market Determination (TMD) that sets out the target market for this Product is available by contacting your Broker.

2. Please check that the information we have on record is correct

- * Ensure that everything is correct on your Policy Schedule and contact your broker to make any changes.
- * Note your Duty to take reasonable care not to make a misrepresentation, which is set out at the end of your Schedule.
- * Check whether the cover and sums insured you have nominated are appropriate. You can use our sum insured calculator at www.einsure.com.au/calculators and/or contact your broker for assistance.

3. Payment of your premium

If you have chosen to pay annually, your broker will advise the date by which your policy needs to be paid and how it can be paid.

On receipt of your payment this Schedule will become your current Schedule and a tax invoice.

Please keep your current Schedule and Policy Document in a safe place.

Insured Name CLAF Investments Pty Ltd
Trading Name

ABN
Registered for GST Not Known
Tax Credit % 0.00%
Tax Status Not Known

Period of Insurance:
Effective Date 17/05/2023
Expiry Date 4.00pm on 17/05/2024

SITUATION 1 11 JACARANDA DRIVE
MOOLOOLABA
QLD 4557

Interested Parties:
Name: BNY TRUST COMPANY OF AUSTRALIA
LIMITED

Schedule of Insurance

Class of Policy: Landlords Insurance	Policy No: 142A034023LLP
The Insured: CLAF Investments Pty Ltd	Invoice No: 400646
	Our Ref: THOM T

No Claim Bonus 30.00%

BUILDINGS

Policy Type Allianz Landlord Insurance

Building Type House on Slab/Foundations
Construction Double Brick
Site > 20,000 sq mtrs No
Security Not Applicable
Sum Insured \$ 341000
Total Excess \$ 600

LIMIT OF LEGAL LIABILITY \$ 20,000,000

An additional excess amount of \$250 will apply for any claim for damage or loss arising from an earthquake or tsunami.

CONTENTS

Sum Insured: Not Selected
Total Contents Sum Insured \$ 0

Length of Tenancy Agreement Long Term

OPTIONAL ADDITIONAL COVERS

Rent Default and Theft by Tenant Not Included
Accidental Damage by Tenants This cover does not apply

Weekly Rent \$ 1000

Flood
Flood Cover Included

ADDITIONAL CONDITIONS AND ENDORSEMENTS APPLYING TO THE POLICY

The following condition(s) and/or endorsement(s) apply to this insurance. Where applicable they will replace any terms, conditions or exclusions contained in the policy document.

MINIMUM PREMIUM MAY APPLY

Minimum premiums may apply. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements.

POLICY CONDITIONS

Situation 1

There are no additional conditions and clauses applying to this situation.

Class of Policy:	Landlords Insurance	Policy No:	142A034023LLP
The Insured:	CLAF Investments Pty Ltd	Invoice No:	400646
		Our Ref:	THOM T

 Your Duty to take reasonable care not to make a
 misrepresentation

You must take reasonable care not to make a
 misrepresentation to us. This responsibility applies until
 we issue you with a policy for the first time or agree to
 renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and
 to the best of your knowledge. A misrepresentation includes
 a statement that is false, partially false, or which does
 not fairly reflect the truth. It is not misrepresentation
 if you do not answer a question or if your answer is
 obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a
 misrepresentation applies to everyone who will be insured
 under the policy. If you are answering questions on behalf
 of anyone, we will treat your answers or representations
 as theirs.

Whether or not you have taken reasonable care not to make
 a misrepresentation is to be determined having regard to
 all relevant circumstances, including the type of
 insurance, who it is intended to be sold to, whether you
 are represented by a broker, your particular
 characteristics and circumstances we are aware of.

If you do not meet the above Duty, we may reject or not
 fully pay your claim and/or cancel your policy. If the
 misrepresentation was deliberate or reckless, this is an
 act of fraud, and we may treat your policy as if it never
 existed.

If our information or questions are unclear, please contact
 Your Broker.

Supplementary Product Disclosure
 Statement ("SPDS")

Allianz Landlord Insurance
 Preparation Date: 01/10/2021

Important changes to your Allianz Landlord Insurance
 Product Disclosure Statement

This document is an SPDS that updates and amends the
 Allianz Landlord Insurance Product Disclosure Statement
 ("PDS") dated 01 February 2021. It is issued by the insurer
 Allianz Australia Insurance Limited ABN 15 000 122 850 AFS
 Licence No. 234708. This SPDS must be read together with

Schedule of Insurance

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

the PDS and any other SPDS that you are given which updates or amends the PDS.

This SPDS amends the PDS as follows:

THE 'TABLE OF CONTENTS' SECTION IS AMENDED AS FOLLOWS:

The words "Your Duty of Disclosure" are deleted and replaced with "Your Duty to take reasonable care not to make a misrepresentation".

THE "UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS" SECTION IS DELETED AND REPLACED AS FOLLOWS:

Understanding your policy and its important terms and conditions

To understand the policy's significant features, benefits and risks you need to carefully read:

- * about each of the available types of cover and benefits in the relevant sections, (the standard cover provided under each section can be affected by the following):
- * the "Introduction" section - this sets out the basis on which we insure you and other important information
- * the "Words with special meanings" section - this sets out what we mean by certain words used in the policy;
- * the "When we will not pay a claim under your policy" section (this sets out the general exclusions and limits that apply to all covers and benefits);
- * the "Conditions of cover" and "Making a claim" sections (these set out certain obligations that you and we have. If you do not meet them we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance); and
- * the "Other information" section (this contains important information on your Duty to take reasonable care not to make a misrepresentation, our Privacy policy and our Dispute Resolution process); and
- * all of the documents that make up the policy, including the schedule and any endorsements or other written changes to the cover specified before entry into the contract or where required or permitted by law - these contain specific details relevant to you and can affect the cover

THE "APPLYING FOR COVER" SECTION IS DELETED AND REPLACED AS FOLLOWS:

Applying for cover

When you apply for the policy by completing our application you need to provide the information we require to determine whether to issue a policy and if so, on what terms, including (to the extent they are optional) things such as:

- * the period of insurance;
- * the premium;
- * the property you want to cover;
- * the limits you want for certain covers (if optional);
- * excesses that will apply to you or others; and
- * whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the schedule we issue to you.

Headings are provided for reference only and do not form part of the policy for interpretation purposes.

Schedule of Insurance

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

Where we agree to issue a policy, cover is provided on the basis:

- * that you have paid or agreed to pay us the premium for the cover provided;
- * of the verbal and/or written information provided by you which must have been given in accordance with "Your Duty to take reasonable care not to make a misrepresentation".

If you fail to comply with your Duty to take reasonable care not to make a misrepresentation, we may be entitled to refuse or reduce our liability under the policy to the extent our interests are prejudiced by your failure to comply with the Duty to take reasonable care not to make a misrepresentation. If you have told us something which is fraudulent, we also have the option of avoiding the policy (i.e. treating it as if it never existed).

Your Duty to take reasonable care not to make a misrepresentation and the consequences of misrepresentation, are provided under the heading 'Your Duty to take reasonable care not to make a misrepresentation'.

THE 'COOLING OFF AND CANCELLATION RIGHTS UNDER THE POLICY' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Cooling off and cancellation rights under the policy

Cooling off period

You can call us to cancel your policy within 14 days from either:

- * the date we issued you a new policy, or
- * the start date of a policy that you have renewed,

and in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium.

We may deduct from your refund amount any government taxes or duties we cannot recover.

Other cancellation rights

In addition to your cooling off period you can cancel the policy at any time by contacting us.

We have the right to cancel the policy where permitted by law. For example, we can cancel:

- * if you have failed to comply with your Duty to take reasonable care not to make a misrepresentation;
- * where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
- * where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
- * where we are otherwise permitted to do so by law.

Subject to your cooling off rights, if you or we cancel the policy we may deduct a pro-rata proportion of the premium for the time on risk, plus all or part of any government taxes, levies or duties.

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

If we cancel the policy we may do so by giving you at least three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways;

- * give it to you or your agent in person;
- * deliver it electronically where we are allowed by law; or
- * post it to the address last notified to us.

THE 'YOUR DUTY OF DISCLOSURE' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy. You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

If you do not meet the above Duty, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If Our information or questions are unclear, You can contact Us via the details on the back cover or visit www.einsure.com.au/misrepresentation

ALLIANZ PRIVACY NOTICE

This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you. Further information is in our Privacy Policy available at www.allianz.com.au.

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

How We Collect Your Personal Information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our websites Privacy section at www.allianz.com.au.

Who We Disclose Your Personal Information To

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am 6pm, Monday to Friday. Our Privacy Policy contains

Class of Policy: Landlords Insurance
The Insured: CLAF Investments Pty Ltd

Policy No: 142A034023LLP
Invoice No: 400646
Our Ref: THOM T

details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

This document was printed on 17/05/2023

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this information?

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Sundry Debtors (68000)					
Sundry Debtors (68000)					
30/06/2023	Gross up rent per agent stmt		4,025.90		4,025.90 DR
			4,025.90		4,025.90 DR

Total Debits: 4,025.90

Total Credits: 0.00

Rent receivable- to be recieved in the 2024 FY (see next page)

OWNERSHIP STATEMENT #2 - CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST

Tristan Thompson
 2 Boughens Road
 Ilkley, QLD, 4554

TAX INVOICE

STATEMENT PERIOD	1/06/2023 - 30/06/2023
OWNERSHIP ID:	2654
OPENING BALANCE:	\$0.00
CLOSING BALANCE:	\$0.00
OWNERSHIP PAYMENT:	\$4,025.90

RESIDENTIAL

1/11 Jacaranda Drive, Mooloolaba, QLD 4557

	MONEY OUT	MONEY IN
INCOME		
Sonny Lapuz & Marilissa Tala Suarez		
Status:	Rent \$495.00 Weekly	Paid To 10/07/2023
08/06/2023	Rent - Paid from 06/06/2023 to 19/06/2023 (Effective 21/06/2023)	\$990.00
12/06/2023	Rent - Paid from 20/06/2023 to 26/06/2023 (Effective 26/06/2023)	\$334.27
22/06/2023	Rent - Paid from 27/06/2023 to 10/07/2023 (Effective 10/07/2023)	\$990.00
		\$2,314.27
EXPENSE		
15/06/2023	Jim's Mowing Minyama (Inv: 2032) Garden and Lawn Maintenance 08.06.23 (GST Paid: \$5.00)	\$55.00
30/06/2023	Management Fee (GST Paid: \$2.01)	\$22.06
30/06/2023	Management Fee (GST Paid: \$5.94)	\$65.34
30/06/2023	Management Fee (GST Paid: \$5.94)	\$65.34
		\$207.74 (Incl GST: \$18.89)
		BALANCE: \$2,106.53

2/11 Jacaranda Drive, Mooloolaba, QLD 4557

	MONEY OUT	MONEY IN
INCOME		
Jessica Joseph-Leith		
Status:	Rent \$465.00 Weekly	Paid To 2/07/2023
	Part Payment \$5.71	Effective Paid To 2/07/2023
06/06/2023	Rent - Paid from 29/05/2023 to 04/06/2023 (Effective 07/06/2023)	\$395.00
13/06/2023	Rent - Paid from 05/06/2023 to 11/06/2023 (Effective 14/06/2023)	\$465.00
20/06/2023	Rent - Paid from 12/06/2023 to 25/06/2023 (Effective 25/06/2023)	\$730.00
27/06/2023	Rent - Paid from 26/06/2023 to 02/07/2023 (Effective 02/07/2023)	\$465.00
		\$2,055.00
EXPENSE		
30/06/2023	Management Fee (GST Paid: \$2.37)	\$26.07
30/06/2023	Management Fee (GST Paid: \$2.79)	\$30.69

2/11 Jacaranda Drive, Mooloolaba, QLD 4557		MONEY OUT	MONEY IN
30/06/2023	Management Fee (GST Paid: \$2.79)	\$30.69	
30/06/2023	Management Fee (GST Paid: \$4.38)	\$48.18	
		\$135.63 (Incl GST: \$12.33)	
		BALANCE: \$1,919.37	

Ownership Account Balance **\$4,025.90**

Ownership Payments		MONEY OUT	MONEY IN
30/06/2023	EFT to account CLAF Pty Ltd Bank of Queensland Limited (124-185 XXXX 3101)	\$4,025.90	

TOTAL OWNERSHIP PAYMENTS **\$4,025.90**

Balance Carried Forward **\$0.00**

Courtney Creevey

From: info@onlinepropertysales.com.au
Sent: 7 February 2024 2:43 PM
To: Courtney Creevey
Cc: 'Tristan Thompson'
Subject: RE: 1&2/11 Jacaranda Drive - RE: Information req 2023
Attachments: OwnershipStatement2_30062023(1).pdf

Hi Courtney,

Please see attached Statement as requested with confirmation of the bank transfer on the 30th June noted on the second page.

Sing out of you need anything else.

Kind regards,

Leonie Preston

Office Manager/Sales Admin
Ph: 07 5313 4008
37 Flinders Lane Maroochydore
info@onlinepropertysales.com.au



Servicing the Sunshine Coast - Sales & Rentals

www.onlinepropertysales.com.au

[Follow us on Facebook](#)

From: info@onlinepropertysales.com.au <info@onlinepropertysales.com.au>
Sent: Wednesday, February 7, 2024 1:40 PM
To: 'Courtney Creevey' <courtney@herronaccountants.com.au>
Subject: RE: 1&2/11 Jacaranda Drive - RE: Information req 2023

Thanks Courtney,

Will do 😊

Kind regards,

Leonie Preston

Office Manager/Sales Admin
Ph: 07 5313 4008
37 Flinders Lane Maroochydore
info@onlinepropertysales.com.au



Servicing the Sunshine Coast - Sales & Rentals

Write Off Borrowing Costs

Client Name: Hold Fast SMSF
Client Code: THOM55

Period Ended: 30 June 2023
Accountant: Courtney Creevey

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

	Loan 1	Loan 2	Loan 3
Lender:	Think Tank		
Loan Purpose:	Property		
Amount Borrowed:	787,500.00		
Term of Loans (Years):	20		
Amortisation Period (Years):	5	-	-
Date of Loan (DD/MM/YYYY):	26/05/2023		
Business % of Loan:	100%	100%	100%

Borrowing Costs incurred

	Loan 1	Loan 2	Loan 3
Application Fees:			
Title Search Fees			
Security Registration Fee:			
Loan A/c Establishment Fee:	450.00		
Other: Pexa	62.07		
Other:	715.00		
Other:	336.99		
Total Costs Of Loan	\$ 1,564.06	\$ -	\$ -
Borrowing Costs Deductible	\$ 1,564.06	\$ -	\$ -

Borrowing Costs incurred

Financial Year	Claim	Unexpired Borrowing Costs	Claim	Unexpired Borrowing Costs	Claim	Unexpired Borrowing Costs	Claim
		-		-		-	
2023	30.00	1,534.06	-	-	-	-	30.00
2024	312.81	1,221.25	-	-	-	-	312.81
2025	312.81	908.44	-	-	-	-	312.81
2026	312.81	595.63	-	-	-	-	312.81
2027	312.81	282.82	-	-	-	-	312.81
2028	282.82	-	-	-	-	-	282.82
TOTAL	\$1,564.06		\$ -		\$ -		#####

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Borrowing Cost (66000)					
<u>Borrowing Cost (66000)</u>					
27/03/2023	Record Purchase of Jacaranda Drive		450.00		450.00 DR
27/03/2023	Record Purchase of Jacaranda Drive		62.04		512.04 DR
27/03/2023	Record Purchase of Jacaranda Drive		715.00		1,227.04 DR
27/03/2023	Record Purchase of Jacaranda Drive		336.99		1,564.03 DR
			1,564.03		1,564.03 DR

Total Debits: 1,564.03

Total Credits: 0.00



Settlement Completion Record

Date Generated: 26/05/2023

Settlement Details:

Subscriber: EVERINGHAM LAWYERS
Subscriber Role: Incoming Proprietor
Subscriber Reference: 515611 CLAF Investments
Being purchase or refinance of: 11 Jacaranda Drive, MOOLOOLABA QLD 4557
Land Title Reference: 15608052
Total funds settled via PEXA: \$ 997,864.27
Funds not included in PEXA Financial Settlement: \$ 0.00
Net Adjustments: \$ 0.00
PEXA Workspace ID: PEXA239575578
Settlement Date: 26/05/2023

Signature(s) on Settlement Statement:

Julia Wallace - 26/05/2023 11:42 AEST

Signature(s) on Trust Account Debit Authorisation:

Julia Wallace - 26/05/2023 11:42 AEST

Other Workspace Participants

Incoming Mortgagee: MAKINSON D'APICE
Proprietor on Title: BY THE RULES CONVEYANCING
Mortgagee on Title: MSA NATIONAL

Details of Sale Price

	Dealing	Gross Consideration	Deposit Paid	Balance of Purchase
1	722501555	\$ 1,050,000.00	\$ 52,500.00	\$ 997,500.00

Source Financial Line Item(s)

	Transaction ID	Category	Account Name	Account Details	Client Name	Owner	Amount
1	PEXA239575578 S01F	Loan Proceeds	-	-	-	MAKINSON D'APICE	\$ 787,050.00
2	PEXA239575578 S02F	Purchaser's Equity	Everingham Lawyers Law Practice Trust Account	084004 853745098	Claf Investments	EVERINGHAM LAWYERS	\$ 210,814.27
					Total		\$ 997,864.27

\$787500
- \$787050
= \$450
difference

Destination Financial Line Item(s)

	Transaction ID	Category	Account Name	Account Details	Owner	Amount
1	PEXA239575578 D09F	Water Rates	Unitywater Settlements (125989)	1000605673	EVERINGHAM LAWYERS	\$ 1,525.63



Date Generated: 26/05/2023

Destination Financial Line Item(s)

	Transaction ID	Category	Account Name	Account Details	Owner	Amount
2	PEXA239575578 D08F	Council Rates	SUNSHINE COAST REGIONAL COUNCIL (18259)	37373	EVERINGHAM LAWYERS	\$ 1,072.52
3	PEXA239575578 D14F	Vendor's Funds	-	-	BY THE RULES CONVEYANCING	\$ 290,224.83
4	PEXA239575578 D13F	PEXA Fees	PEXA Fee Account	-	EVERINGHAM LAWYERS	\$ 123.97
5	PEXA239575578 D12F	PEXA Fees	PEXA Fee Account	-	BY THE RULES CONVEYANCING	\$ 123.97
6	PEXA239575578 D11F	PEXA Fees	PEXA Fee Account	-	MAKINSON D'APICE	\$ 62.04
7	PEXA239575578 D10F	Lodgement Fees	Lodgement Fee Account - QLD	-	MAKINSON D'APICE	\$ 4,038.63
8	PEXA239575578 D07F	Loan Payout	-	-	MSA NATIONAL	\$ 698,779.95
9	PEXA239575578 D06F	Professional Fees	-	-	MSA NATIONAL	\$ 220.00
10	PEXA239575578 D05F	Professional Fees	-	-	MSA NATIONAL	\$ 45.76
11	PEXA239575578 D04F	Professional Fees	-	-	BY THE RULES CONVEYANCING	\$ 594.98
12	PEXA239575578 D02F	Professional Fees	-	-	MAKINSON D'APICE	\$ 336.99
13	PEXA239575578 D03F	Other	-	-	MAKINSON D'APICE	\$ 715.00
				Total		\$ 997,864.27

Makinson D'apice is the bank
loan company

Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	348,515.39
Less	
Non Taxable Transfer In	342,606.70
	<hr/>
	342,606.70
SMSF Annual Return Rounding	(0.69)
	<hr/>
Taxable Income or Loss	5,908.00
	<hr/>
Income Tax on Taxable Income or Loss	886.20
	<hr/>
CURRENT TAX OR REFUND	886.20
	<hr/>
Supervisory Levy	259.00
Supervisory Levy Adjustment for New Funds	259.00
	<hr/>
AMOUNT DUE OR REFUNDABLE	1,404.20
	<hr/>

Hold Fast SMSF

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
B - Income - Gross rent and other leasing and hiring income				
	01/06/2023	28000/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	1,192.19
	30/06/2023	28000/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	4,453.52
Sub-Total				5,645.71
Ignore Cents				0.71
Total				5,645.00
C - Income - Gross interest				
	31/05/2023	25000/BOQ23413101	BOQ Acc 23413101	314.85
	30/06/2023	25000/BOQ23413101	BOQ Acc 23413101	77.80
Sub-Total				392.65
Ignore Cents				0.65
Total				392.00
R2 - Assessable personal contributions				
	27/03/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	1,000.00
	06/05/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	1,000.00
	15/05/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	1,000.00
	23/05/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	500.00
	31/05/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	500.00
	06/06/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	500.00
	13/06/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	500.00
	22/06/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	800.00
	22/06/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	500.00
	27/06/2023	24200/THOREN00001A	(Contributions) Thompson, Renee - Accumulation (Accumulation)	1,000.00
Sub-Total				7,300.00
Ignore Cents				0.00
Total				7,300.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable personal contributions	7,300.00
Sub-Total				7,300.00
Ignore Cents				0.00
Total				7,300.00
W - GROSS INCOME (Sum of labels A to U)				
				13,337.00
Sub-Total				13,337.00
Ignore Cents				0.00
Total				13,337.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				13,337.00

Hold Fast SMSF

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
V - TOTAL ASSESSABLE INCOME (W less Y)				
Sub-Total				13,337.00
Ignore Cents				0.00
Total				13,337.00
A1 - Expenses - Interest expenses within Australia				
	26/06/2023	37820/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	4,872.33
Sub-Total				4,872.33
Ignore Cents				0.33
Total				4,872.00
I1 - Expenses - Investment expenses				
	30/06/2023	32800	Borrowing Expenses	30.00
	27/03/2023	41960/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	296.47
	25/05/2023	41980/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	1,800.00
	30/06/2023	42060/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	55.00
	30/06/2023	42070/JACARANDA DR	11 Jacaranda Drive, MOOLOOLABA	372.62
Sub-Total				2,554.09
Ignore Cents				0.09
Total				2,554.00
J1 - Expenses - Management and administration expenses				
	31/05/2023	31500	Bank Charges	2.60
	30/06/2023	31500	Bank Charges	0.65
Sub-Total				3.25
Ignore Cents				0.25
Total				3.00
N - TOTAL DEDUCTIONS				
				7,429.00
Sub-Total				7,429.00
Ignore Cents				0.00
Total				7,429.00
O - TAXABLE INCOME OR LOSS				
				5,908.00
Sub-Total				5,908.00
Ignore Cents				0.00
Total				5,908.00
Z - TOTAL SMSF EXPENSES				
				7,429.00
Sub-Total				7,429.00
Ignore Cents				0.00
Total				7,429.00
A - Taxable income				
				5,908.00

Hold Fast SMSF

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
A - Taxable income				
Sub-Total				5,908.00
Ignore Cents				0.00
Total				5,908.00
T1 - Tax on taxable income				
				886.20
Sub-Total				886.20
Ignore Cents				0.00
Total				886.20
B - Gross Tax				
				886.20
Sub-Total				886.20
Ignore Cents				0.00
Total				886.20
T2 - SUBTOTAL				
				886.20
Sub-Total				886.20
Ignore Cents				0.00
Total				886.20
T3 - SUBTOTAL 2				
				886.20
Sub-Total				886.20
Ignore Cents				0.00
Total				886.20
T5 - TAX PAYABLE				
				886.20
Sub-Total				886.20
Ignore Cents				0.00
Total				886.20
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
N - Supervisory levy adjustment for new funds				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				

Hold Fast SMSF

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
S - AMOUNT DUE OR REFUNDABLE				
				1,404.20
Sub-Total				1,404.20
Ignore Cents				0.00
Total				1,404.20

Hold Fast SMSF General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Thompson, Renee - Accumulation (THOREN00001A)</u>					
27/03/2023	Deposit paid personally			1,000.00	1,000.00 CR
06/05/2023	Tfr From 020406738 lb2-33024417			1,000.00	2,000.00 CR
15/05/2023	Tfr From 020406738 lb2-55883125			1,000.00	3,000.00 CR
23/05/2023	Tfr From 020406738 lb2-16014416			500.00	3,500.00 CR
31/05/2023	Tfr From 020406738 lb2-07906621			500.00	4,000.00 CR
06/06/2023	Tfr From 020406738 lb2-06379763			500.00	4,500.00 CR
13/06/2023	Tfr From 020406738 lb2-12688244			500.00	5,000.00 CR
22/06/2023	Tfr From 020406738 lb2-34523577			800.00	5,800.00 CR
22/06/2023	Tfr From 020406738 lb2-34527897			500.00	6,300.00 CR
27/06/2023	Tfr From 020406738 lb2-14815596			1,000.00	7,300.00 CR
				7,300.00	7,300.00 CR
Interest Received (25000)					
<u>BOQ Acc 23413101 (BOQ23413101)</u>					
31/05/2023	Interest			314.85	314.85 CR
30/06/2023	Interest			77.80	392.65 CR
				392.65	392.65 CR
Rental Income (28000)					
<u>11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)</u>					
01/06/2023	Direct Credit Property Manag Em Rent Payment			1,192.19	1,192.19 CR
30/06/2023	Gross up rent per agent stmt			4,453.52	5,645.71 CR
				5,645.71	5,645.71 CR
Transfers In (28500)					
<u>(Transfers In) Thompson, Renee - Accumulation (THOREN00001A)</u>					
08/05/2023	SuperStream roll in at 08/05/2023 - PRN:609051150630508271			195,000.00	195,000.00 CR
				195,000.00	195,000.00 CR
<u>(Transfers In) Thompson, Tristan - Accumulation (THOTRI00001A)</u>					
09/05/2023	SuperStream roll in at 09/05/2023 - PRN:609051150630509564			102,606.70	102,606.70 CR
22/05/2023	SuperStream roll in at 22/05/2023 - PRN:609051150630522522			45,000.00	147,606.70 CR
				147,606.70	147,606.70 CR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
31/05/2023	Internet Pay Anyone Fee		2.60		2.60 DR
30/06/2023	Internet Pay Anyone Fee		0.65		3.25 DR
			3.25		3.25 DR
Borrowing Expenses (32800)					
<u>Borrowing Expenses (32800)</u>					
30/06/2023	W/off borrowing costs		30.00		30.00 DR
			30.00		30.00 DR
Interest on loans (LRBA) (37820)					
<u>11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)</u>					
26/06/2023	Interest		4,872.33		4,872.33 DR

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
			4,872.33		4,872.33 DR
Property Expenses - Council Rates (41960)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
27/03/2023	Record Purchase of Jacaranda Drive		296.47		296.47 DR
			296.47		296.47 DR
Property Expenses - Insurance Premium (41980)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
25/05/2023	Pay Anyone To Bjs Insurance Brokers Pty Ltd 083091 571499079 lb2-88125961		1,800.00		1,800.00 DR
			1,800.00		1,800.00 DR
Property Expenses - Repairs Maintenance (42060)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
30/06/2023	Gross up rent per agent stmt		55.00		55.00 DR
			55.00		55.00 DR
Property Expenses - Agent Fees (42070)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
30/06/2023	Gross up rent per agent stmt		372.62		372.62 DR
			372.62		372.62 DR
Income Tax Expense (48500)					
Income Tax Expense (48500)					
30/06/2023	Create Entries - Income Tax Expense - 30/06/2023		886.20		886.20 DR
			886.20		886.20 DR
Profit/Loss Allocation Account (49000)					
Profit/Loss Allocation Account (49000)					
27/03/2023	System Member Journals		850.00		850.00 DR
06/05/2023	System Member Journals		850.00		1,700.00 DR
08/05/2023	System Member Journals		195,000.00		196,700.00 DR
09/05/2023	System Member Journals		102,606.70		299,306.70 DR
15/05/2023	System Member Journals		850.00		300,156.70 DR
22/05/2023	System Member Journals		45,000.00		345,156.70 DR
23/05/2023	System Member Journals		425.00		345,581.70 DR
31/05/2023	System Member Journals		425.00		346,006.70 DR
06/06/2023	System Member Journals		425.00		346,431.70 DR
13/06/2023	System Member Journals		425.00		346,856.70 DR
22/06/2023	System Member Journals		680.00		347,536.70 DR
22/06/2023	System Member Journals		425.00		347,961.70 DR
27/06/2023	System Member Journals		850.00		348,811.70 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			559.45	348,252.25 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			831.86	347,420.39 DR
30/06/2023	Create Entries - Income Tax Expense Allocation - 30/06/2023		83.96		347,504.35 DR
30/06/2023	Create Entries - Income Tax Expense Allocation - 30/06/2023		124.84		347,629.19 DR
			349,020.50	1,391.31	347,629.19 DR
Contributions (52420)					

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>(Contributions) Thompson, Renee - Accumulation (THOREN00001A)</u>					
27/03/2023	System Member Journals			1,000.00	1,000.00 CR
06/05/2023	System Member Journals			1,000.00	2,000.00 CR
15/05/2023	System Member Journals			1,000.00	3,000.00 CR
23/05/2023	System Member Journals			500.00	3,500.00 CR
31/05/2023	System Member Journals			500.00	4,000.00 CR
06/06/2023	System Member Journals			500.00	4,500.00 CR
13/06/2023	System Member Journals			500.00	5,000.00 CR
22/06/2023	System Member Journals			800.00	5,800.00 CR
22/06/2023	System Member Journals			500.00	6,300.00 CR
27/06/2023	System Member Journals			1,000.00	7,300.00 CR
				7,300.00	7,300.00 CR
Transfers In (52850)					
<u>(Transfers In) Thompson, Renee - Accumulation (THOREN00001A)</u>					
08/05/2023	System Member Journals			195,000.00	195,000.00 CR
				195,000.00	195,000.00 CR
<u>(Transfers In) Thompson, Tristan - Accumulation (THOTRI00001A)</u>					
09/05/2023	System Member Journals			102,606.70	102,606.70 CR
22/05/2023	System Member Journals			45,000.00	147,606.70 CR
				147,606.70	147,606.70 CR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Thompson, Renee - Accumulation (THOREN00001A)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		831.86		831.86 DR
			831.86		831.86 DR
<u>(Share of Profit/(Loss)) Thompson, Tristan - Accumulation (THOTRI00001A)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		559.45		559.45 DR
			559.45		559.45 DR
Income Tax (53330)					
<u>(Income Tax) Thompson, Renee - Accumulation (THOREN00001A)</u>					
08/05/2023	System Member Journals				0.00 DR
30/06/2023	Create Entries - Income Tax Expense Allocation - 30/06/2023			124.84	124.84 CR
			0.00	124.84	124.84 CR
<u>(Income Tax) Thompson, Tristan - Accumulation (THOTRI00001A)</u>					
09/05/2023	System Member Journals				0.00 DR
22/05/2023	System Member Journals				0.00 DR
30/06/2023	Create Entries - Income Tax Expense Allocation - 30/06/2023			83.96	83.96 CR
			0.00	83.96	83.96 CR
Contributions Tax (53800)					
<u>(Contributions Tax) Thompson, Renee - Accumulation (THOREN00001A)</u>					
27/03/2023	System Member Journals		150.00		150.00 DR
06/05/2023	System Member Journals		150.00		300.00 DR
15/05/2023	System Member Journals		150.00		450.00 DR
23/05/2023	System Member Journals		75.00		525.00 DR

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
31/05/2023	System Member Journals		75.00		600.00 DR
06/06/2023	System Member Journals		75.00		675.00 DR
13/06/2023	System Member Journals		75.00		750.00 DR
22/06/2023	System Member Journals		120.00		870.00 DR
22/06/2023	System Member Journals		75.00		945.00 DR
27/06/2023	System Member Journals		150.00		1,095.00 DR
			1,095.00		1,095.00 DR

Bank Accounts (60400)

BOQ Acc 23413101 (BOQ23413101)

06/05/2023	Tfr From 020406738 lb2-33024417		1,000.00		1,000.00 DR
08/05/2023	SuperStream roll in at 08/05/2023 - PRN:609051150630508271		195,000.00		196,000.00 DR
09/05/2023	SuperStream roll in at 09/05/2023 - PRN:609051150630509564		102,606.70		298,606.70 DR
10/05/2023	Pay Anyone To Rowling Propertytyltd Trust 034198 000671576 lb2-39871060			51,500.00	247,106.70 DR
15/05/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-55356505			1,200.00	245,906.70 DR
15/05/2023	Tfr From 020406738 lb2-55883125		1,000.00		246,906.70 DR
22/05/2023	SuperStream roll in at 22/05/2023 - PRN:609051150630522522		45,000.00		291,906.70 DR
23/05/2023	Tfr From 020406738 lb2-16014416		500.00		292,406.70 DR
23/05/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-16032016			252,704.27	39,702.43 DR
25/05/2023	Pay Anyone To Bjs Insurance Brokers Pty Ltd 083091 571499079 lb2-88125961			1,800.00	37,902.43 DR
31/05/2023	Tfr From 020406738 lb2-07906621		500.00		38,402.43 DR
31/05/2023	Internet Pay Anyone Fee			2.60	38,399.83 DR
31/05/2023	Interest		314.85		38,714.68 DR
01/06/2023	Direct Credit Property Manag Em Rent Payment		1,192.19		39,906.87 DR
06/06/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-06376723			176.68	39,730.19 DR
06/06/2023	Tfr From 020406738 lb2-06379763		500.00		40,230.19 DR
13/06/2023	Tfr From 020406738 lb2-12688244		500.00		40,730.19 DR
22/06/2023	Tfr From 020406738 lb2-34523577		800.00		41,530.19 DR
22/06/2023	Tfr From 020406738 lb2-34527897		500.00		42,030.19 DR
22/06/2023	BPAY Think Tank W06 lb2-34642177			30,000.00	12,030.19 DR
27/06/2023	Direct Debit BNY Trust 216207-000804232			5,346.45	6,683.74 DR
27/06/2023	Tfr From 020406738 lb2-14815596		1,000.00		7,683.74 DR
30/06/2023	Internet Pay Anyone Fee			0.65	7,683.09 DR
30/06/2023	Interest		77.80		7,760.89 DR
			350,491.54	342,730.65	7,760.89 DR

Borrowing Cost (66000)

Borrowing Cost (66000)

27/03/2023	Record Purchase of Jacaranda Drive		450.00		450.00 DR
27/03/2023	Record Purchase of Jacaranda Drive		62.04		512.04 DR
27/03/2023	Record Purchase of Jacaranda Drive		715.00		1,227.04 DR
27/03/2023	Record Purchase of Jacaranda Drive		336.99		1,564.03 DR
30/06/2023	W/off borrowing costs			30.00	1,534.03 DR
			1,564.03	30.00	1,534.03 DR

Hold Fast SMSF

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Sundry Debtors (68000)					
Sundry Debtors (68000)					
30/06/2023	Gross up rent per agent stmt		4,025.90		4,025.90 DR
			4,025.90		4,025.90 DR
Real Estate Properties (Australian - Residential) (77200)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
27/03/2023	Record Purchase of Jacaranda Drive	1.00	1,092,220.45		1,092,220.45 DR
		1.00	1,092,220.45		1,092,220.45 DR
Income Tax Payable/Refundable (85000)					
Income Tax Payable/Refundable (85000)					
30/06/2023	Create Entries - Income Tax Expense - 30/06/2023			886.20	886.20 CR
				886.20	886.20 CR
Limited Recourse Borrowing Arrangements (85500)					
11 Jacaranda Drive, MOOLOOLABA (JACARANDA DR)					
27/03/2023	Record Purchase of Jacaranda Drive			787,500.00	787,500.00 CR
22/06/2023	BPAY Think Tank W06 lb2-34642177		30,000.00		757,500.00 CR
26/06/2023	Interest			4,872.33	762,372.33 CR
27/06/2023	Direct Debit BNY Trust 216207-000804232		5,346.45		757,025.88 CR
			35,346.45	792,372.33	757,025.88 CR
Unspecified Data Clearing Account (99800)					
Unspecified Data Clearing Account (99800)					
27/03/2023	Deposit paid personally		1,000.00		1,000.00 DR
27/03/2023	Record Purchase of Jacaranda Drive			306,580.95	305,580.95 CR
10/05/2023	Pay Anyone To Rowling Propertytyltd Trust 034198 000671576 lb2-39871060		51,500.00		254,080.95 CR
15/05/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-55356505		1,200.00		252,880.95 CR
23/05/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-16032016		252,704.27		176.68 CR
06/06/2023	Pay Anyone To Everingham Lawyers Trust 084004 853745098 lb2-06376723		176.68		0.00 DR
			306,580.95	306,580.95	0.00 DR
Total Debits:			2,150,052.00		
Total Credits:				2,150,052.00	

Create Entries Report

For the period 22 March 2023 to 30 June 2023

Create Entries Financial Year Summary 22 March 2023 - 30 June 2023

	Amount
Total Profit	
Income	355,945.06
Less Expense	7,429.67
Total Profit	348,515.39
Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	348,515.39
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	342,606.70
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	(0.69)
Taxable Income	5,908.00
Income Tax on Taxable Income or Loss	886.20
Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(1,391.31)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	(1,391.31)
Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	886.20
Member Specific Income Tax	(1,095.00)
Total Income Tax Expense Allocation	(208.80)

Final Segment 1 from 22 March 2023 to 30 June 2023

Pool Name Unsegregated Pool

Total Profit	Amount
Income	355,945.06
Less Expense	7,429.67
Total Profit	348,515.39

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	348,515.39
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	342,606.70
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	(0.69)
Taxable Income	5,908.00
Income Tax on Taxable Income or Loss	886.20

Member Weighted Balance Summary	Weighting%	Amount
Tristan Thompson(THOTRI00001A)	40.21	71,664.90
Renee Thompson(THOREN00001A)	59.79	106,539.83

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(1,391.31)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	(1,391.31)

Allocation to Members	Weighting%	Amount
Tristan Thompson(THOTRI00001A)	40.21	(559.45)
Renee Thompson(THOREN00001A)	59.79	(831.86)

Accumulation Weighted Balance Summary	Weighting%	Amount
Tristan Thompson(THOTRI00001A)	40.21	71,664.90
Renee Thompson(THOREN00001A)	59.79	106,539.83

Income Tax Expense Available for Allocation	Amount
Income Tax on Taxable Income or Loss	886.20
Member Specific Income Tax	(1,095.00)
Total Income Tax Expense Allocation	(208.80)

Allocation to Members	Weighting%	Amount
Tristan Thompson(THOTRI00001A)	40.21	(83.96)

Allocation to Members	Weighting%	Amount
Renee Thompson(THOREN00001A)	59.79	(124.84)

Calculation of daily member weighted balances

Tristan Thompson (THOTRI00001A)

Member Balance

22/03/2023	50010	Opening Balance	0.00	0.00
09/05/2023	52850	Transfers In	102,606.70	53,843.12
22/05/2023	52850	Transfers In	45,000.00	17,821.78
Total Amount (Weighted)				71,664.90

Renee Thompson (THOREN00001A)

Member Balance

22/03/2023	50010	Opening Balance	0.00	0.00
27/03/2023	52420	Contributions	1,000.00	950.50
27/03/2023	53800	Contributions Tax	(150.00)	(142.57)
06/05/2023	52420	Contributions	1,000.00	554.46
06/05/2023	53800	Contributions Tax	(150.00)	(83.17)
08/05/2023	52850	Transfers In	195,000.00	104,257.43
15/05/2023	52420	Contributions	1,000.00	465.35
15/05/2023	53800	Contributions Tax	(150.00)	(69.80)
23/05/2023	52420	Contributions	500.00	193.07
23/05/2023	53800	Contributions Tax	(75.00)	(28.96)
31/05/2023	52420	Contributions	500.00	153.47
31/05/2023	53800	Contributions Tax	(75.00)	(23.02)
06/06/2023	52420	Contributions	500.00	123.76
06/06/2023	53800	Contributions Tax	(75.00)	(18.56)
13/06/2023	52420	Contributions	500.00	89.11
13/06/2023	53800	Contributions Tax	(75.00)	(13.37)
22/06/2023	52420	Contributions	800.00	71.29
22/06/2023	52420	Contributions	500.00	44.55
22/06/2023	53800	Contributions Tax	(120.00)	(10.69)
22/06/2023	53800	Contributions Tax	(75.00)	(6.68)
27/06/2023	52420	Contributions	1,000.00	39.60
27/06/2023	53800	Contributions Tax	(150.00)	(5.94)
Total Amount (Weighted)				106,539.83

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 22 March 2023 to 30 June 2023

Claimable FTO - Unsegregated Pool	0.00
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Claimable FTO	0.00
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Total Claimable Foreign Credits for the Year	0.00
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Foreign Tax Offset (Label C1)	0.00
--------------------------------------	-------------

Applied/Claimed FTO	0.00
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Allocations of Foreign Tax Offset to Members

Tristan Thompson(THOTRI00001A) - 100.00 %	0.00
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Renee Thompson(THOREN00001A) - 0.00 %	0.00
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Total Foreign Tax Offset Allocated to Members	0.00
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Calculation of Outstanding Limited Recourse Borrowing Arrangements

Hold Fast SMSF

Investment Summary with Market Movement

As at 30 June 2023

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement
						Overall	Current Year	
Cash/Bank Accounts								
BOQ Acc 23413101		7,760.890000	7,760.89	7,760.89	7,760.89			
			7,760.89		7,760.89			
Real Estate Properties (Australian - Residential)								
JACARANDA 11 Jacaranda Drive, MOOLOOLABA DR	1.00	1,092,220.450000	1,092,220.45	1,092,220.45	1,092,220.45	0.00	0.00	0.00
			1,092,220.45		1,092,220.45	0.00	0.00	0.00
			1,099,981.34		1,099,981.34	0.00	0.00	0.00



Property Purchase

Client Name: Hold Fast SMSF Period Ended: 30 June 2023
 Client Code: THOM55 Accountant: Courtney Creevey

No.	Details
1	Property Purchased at 11 Jacaranda Drive Mooloolaba
	Contract Date: 27/03/2023
	Settlement Date: 26/05/2023
	Settlement Statement Beakdown
	Cost \$ 1,050,000.00 Cost
	Deposit \$ (52,500.00)
	Less: Seller Release Fee \$ (208.83) Cost
	Plus: Council Rates \$ 296.47 Exp
	Less: Agreed Adjustment \$ (5,000.00) Cost
	\$ 992,587.64
	Additional Amounts:
	Legals- Everington Lawyers \$ 2,213.68 Cost- GST Inc
	Plus Pexa Fee \$ 123.97 Cost
	Plus: Transfer Duty \$ 40,900.00 Cost
	Plus: Registration Fees \$ 4,038.63 Cost
	Plus: Pexa Fee Cost
	Total on Settlement \$ 1,039,863.92
	Plus Additonal Costs:
	Unity Water- Search \$ 153.00 Cost
	Plus: Fee
	\$ 153.00
	Total Costs on Purchase \$ 1,040,016.92 Excludes deposit
	Total Cost Base \$ 1,092,220.45

We have reviewed the cost base and the cost base at settlement (May 2023) has been used at 30 June 2023 as this is reflective of the market at the time

Settlement Statement workings

	Dr	Cr	
<i>Loan disbursed</i>			
Sundry creditors	787500.00		
AFG Loan		787500.00	
<i>Settlement</i>			
Property	1050000.00		
Deposit		52500.00	
Property Release fee		208.83	
Rates	296.47		
Property Adjustment		5000.00	
Property Pexa	123.97		
Property Stamp duty	40900.00		
Property Title fee	4038.63		
Sundry creditor		787500.00	
Sundry creditor		210814.27	998314.27
Sundry creditor		43113.68	
Property Legals	2213.68		
Borrowing Pexa	62.04		
Borrowing	715.00		
Borrowing	336.99		0.00
Borrowing	450.00		1092067.45
			153 additional water search
			1092220.45 Cost BASE
<i>Trust account payments</i>			
Sundry creditor		1200.00	
Sundry creditor		252704.27	
Sundry creditor		176.68	
Bank	1200.00		
Bank	252704.27		
Bank	176.68		
<i>Borrowing</i>			
	2140717.73	2140717.73	0.00



Our Ref: Rebecca Bradley:515611

26 May 2023

no half measures

The Director
CLAF Investments Pty Ltd A.C.N. 666 699 645 as Trustee for CLAF Investment Trust
By Email: tristan@bvwgroup.com.au; eenerflower@yahoo.com.au

Dear Sir/Madam

**RE: CLAF INVESTMENTS PTY LTD A.C.N. 666 699 645 AS TRUSTEE FOR THE CLAF
INVESTMENT TRUST PURCHASE FROM WATSON & LANE
PROPERTY: 11 JACARANDA DRIVE MOOLOOLABA QLD 4557**

We confirm our earlier advice to you that the Contract for the purchase of the Property settled on 26 May 2023.

Settlement

We **enclose** a copy of the final settlement statement (please preserve for your taxation records) which sets out the adjustments to the purchase price and details of the cheques provided at settlement for the balance purchase price.

At settlement, the Seller delivered the necessary documentation to transfer the property and release all mortgages in exchange for electronic transfer of funds for the balance purchase price. The balance purchase price was provided via electronic funds you provided to us and your finance.

Transfer of Title

Settlement was carried out using the PEXA system. The transfer was lodged electronically after settlement and has been registered. You are now the legal owner of the property.

When the transfer is lodged for registration, the Registrar of Titles will inform the local government and various government departments of the change of ownership of the Property so that relevant records may be updated. This should ensure that all future notices for the Property are directed to you.

Electrical Safety Switch

Pursuant to the new provisions of the Electrical Safety Regulation 2002 (Qld) as the buyer you are required to install a safety switch within 90 days from the time you enter into possession of the property if there is no safety switch installed.

There are severe penalties if this is not adhered to.

claf-inv_515611_034.docx

We suggest that you contact an electrician to attend to the installation of the safety switch on your behalf if your property does not already have one.

Smoke Alarms

As the Buyer if the property does not have compliant smoke alarms, you should ensure this is done immediately following settlement as fines might apply.

Our Account and Trust Statement

We will forward the tax invoice and trust account statement of our costs and outlays for your reference in due course.

Other Matters

In conclusion, let us congratulate you on your recent venture into Real Estate and we take this opportunity to wish you every success and happiness with same. If we can be of any further assistance at any time in relation to further Real Estate transactions or with any other problems of a legal nature, please do not hesitate to contact us.

We **enclose** the following for your information Memorandum regarding the importance of a Will and Enduring Power of Attorney. As your conveyance has recently settled, we are delighted to offer you the following service:

1. Preparation of a Will and/or Enduring Power of Attorney with a 10% discount.

If you already have a Will and/or Enduring Power of Attorney, this may be a prudent time for you to review the contents of your Will and Enduring Power of Attorney to ensure it adequately reflects your intentions.

If you wish to take advantage of this offer, please contact Rebecca Bradley of our office.

Yours faithfully

EVERINGHAM LAWYERS



REBECCA BRADLEY

SETTLEMENT STATEMENT

MATTER: CLAF INVESTMENTS PTY LTD A.C.N. 666 699 645 AS TRUSTEE FOR
 THE CLAF INVESTMENT TRUST PURCHASE FROM WATSON & LANE
PROPERTY: 11 JACARANDA DRIVE MOOLOOLABA QLD 4557
SETTLEMENT DATE: 26 MAY 2023
ADJUSTMENT DATE: 26 MAY 2023
SETTLEMENT PLACE: PEXA
SETTLEMENT TIME: 2.00 PM

	Amount (\$)
CONTRACT PRICE	1,050,000.00
LESS DEPOSIT	52,500.00
	997,500.00
LESS SELLER'S RELEASE FEE	208.83
	997,291.17
PLUS COUNCIL RATES \$1,533.16 treated as paid for the period 01 January 2023 to 30 June 2023 Proportion being 35/181 days	296.47
	997,587.64
LESS AGREED ADJUSTMENT	5,000.00
CONTRACT BALANCE	\$992,587.64

Funds Required for Settlement

	Amount (\$)
Contract Balance	992,587.64
Plus Everingham Lawyers	990.00
Plus PEXA Fee	123.97
Plus Queensland Revenue Office (Transfer Duty)	40,900.00
Plus Titles Office (Registration Fee)	4,038.63
BALANCE ON SETTLEMENT	\$1,038,640.24

Payee	Amount (\$)
1. PEXA Fee	123.97
2. Sunshine Coast Council	1,072.52
3. Unitywater	1,525.63
4. Vendor's Funda	989,865.52
TOTAL	\$992,587.64



Date Generated: 26/05/2023

Settlement Completion Record

Settlement Details:

Subscriber EVERINGHAM LAWYERS
Subscriber Role: Incoming Proprietor
Subscriber Reference: 515611 CLAF Investments
Being purchase or refinance of: 11 Jacaranda Drive, MOOLOOLABA QLD 4557
Land Title Reference: 15608052
Total funds settled via PEXA: \$ 997,864.27
Funds not included in PEXA Financial Settlement: \$ 0.00
Net Adjustments: \$ 0.00
PEXA Workspace ID: PEXA239575578
Settlement Date: 26/05/2023

Signature(s) on Settlement Statement:

Julia Wallace - 26/05/2023 11:42 AEST

Signature(s) on Trust Account Debit Authorisation:

Julia Wallace - 26/05/2023 11:42 AEST

Other Workspace Participants

Incoming Mortgagee MAKINSON D'APICE
Proprietor on Title BY THE RULES CONVEYANCING
Mortgagee on Title MSA NATIONAL

Details of Sale Price

	Dealing	Gross Consideration	Deposit Paid	Balance of Purchase
1	722501555	\$ 1,050,000.00	\$ 52,500.00	\$ 997,500.00

Source Financial Line Item(s)

	Transaction ID	Category	Account Name	Account Details	Client Name	Owner	Amount
1	PEXA239575578 S01F	Loan Proceeds	-	-	-	MAKINSON D'APICE	\$ 787,050.00
2	PEXA239575578 S02F	Purchaser's Equity	Everingham Lawyers Law Practice Trust Account	084004 853745098	Claf Investments	EVERINGHAM LAWYERS	\$ 210,814.27
					Total		\$ 997,864.27

Destination Financial Line Item(s)

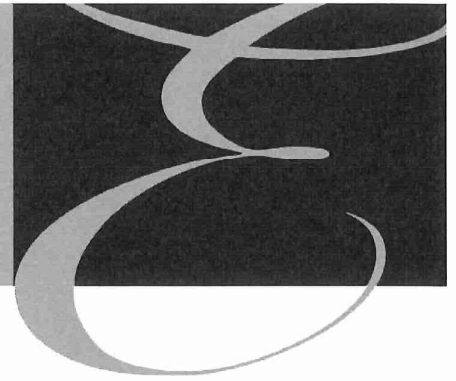
	Transaction ID	Category	Account Name	Account Details	Owner	Amount
1	PEXA239575578 D09F	Water Rates	Unitywater Settlements (125989)	1000605673	EVERINGHAM LAWYERS	\$ 1,525.63



Date Generated: 26/05/2023

Destination Financial Line Item(s)

	Transaction ID	Category	Account Name	Account Details	Owner	Amount
2	PEXA239575578 D08F	Council Rates	SUNSHINE COAST REGIONAL COUNCIL (18259)	37373	EVERINGHAM LAWYERS	\$ 1,072.52
3	PEXA239575578 D14F	Vendor's Funds	-	-	BY THE RULES CONVEYANCING	\$ 290,224.83
4	PEXA239575578 D13F	PEXA Fees	PEXA Fee Account	-	EVERINGHAM LAWYERS	\$ 123.97
5	PEXA239575578 D12F	PEXA Fees	PEXA Fee Account	-	BY THE RULES CONVEYANCING	\$ 123.97
6	PEXA239575578 D11F	PEXA Fees	PEXA Fee Account	-	MAKINSON D'APICE	\$ 62.04
7	PEXA239575578 D10F	Lodgement Fees	Lodgement Fee Account - QLD	-	MAKINSON D'APICE	\$ 4,038.63
8	PEXA239575578 D07F	Loan Payout	-	-	MSA NATIONAL	\$ 698,779.95
9	PEXA239575578 D06F	Professional Fees	-	-	MSA NATIONAL	\$ 220.00
10	PEXA239575578 D05F	Professional Fees	-	-	MSA NATIONAL	\$ 45.76
11	PEXA239575578 D04F	Professional Fees	-	-	BY THE RULES CONVEYANCING	\$ 594.98
12	PEXA239575578 D02F	Professional Fees	-	-	MAKINSON D'APICE	\$ 336.99
13	PEXA239575578 D03F	Other	-	-	MAKINSON D'APICE	\$ 715.00
				Total		\$ 997,864.27



Our Ref: Julia Wallace:acc:515611

no half measures

21 June 2023

CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645
By email: tristan@bvvgroup.com.au; eenerflower@yahoo.com.au

Dear Mr Thompson

**RE: CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST
PURCHASE FROM WATSON & LANE**

Pursuant to *s. 53 (6) of the Legal Profession Regulation 2017* and *section 4.11.2 of the Trust Accounting Guide*, we are required to provide a Trust Account statement after completion of the matter.

Accordingly, we now **enclose** the following:

1. Trust Account statement, showing a nil balance.

Should you have any queries, please do not hesitate to contact our office.

Yours faithfully

EVERINGHAM LAWYERS

REBECCA BRADLEY

Mr T Thompson
 CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N.
 666 699 645
 tba

Account Ref 515611
 Partner JMW
 Controller JMW
 Solicitor JMW

Trust Statement of Account as at 21 June, 2023

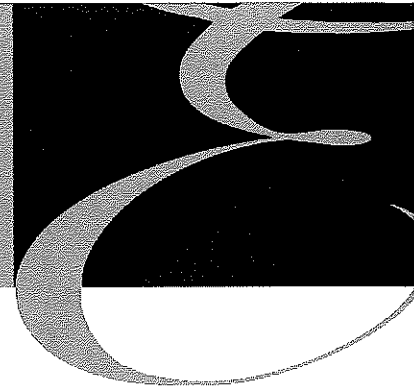
RE : CLAF INVESTMENTS PTY LTD A.C.N. 666 699 645 AS TRUSTEE FOR THE CLAF INVESTMENT TRUST PURCHASE FROM WATSON & LANE
 PROPERTY: 11 JACARANDA DRIVE MOOLOOLABA QLD 4557

Your Ref: JS

Date	Reference	Payee/Payer Details	Debit	Credit	Balance
15/05/2023	DD 35961	CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645 Costs, Outlays & GST Received by Lisa Evans		1,200.00	1,200.00
17/05/2023	PY 28466	Unity Water Unitywater Search	153.00		1,047.00
23/05/2023	DD 36016	CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645 Settlement Monies, Costs, Outlays & GST Received by Lisa Evans		252,704.27	253,751.27
26/05/2023	J3 38980	Protect funds for PEXA Seettlement	209,700.24		44,051.03
26/05/2023	J3 38980	Protect funds for PEXA Seettlement		209,700.24	253,751.27
26/05/2023	J3 38981	Unprotect funds to edit amount	209,700.24		44,051.03
26/05/2023	J3 38981	Unprotect funds to edit amount		209,700.24	253,751.27
26/05/2023	J3 38982	Protect funds for PEXA Settlement	210,814.27		42,937.00
26/05/2023	J3 38982	Protect funds for PEXA Settlement		210,814.27	253,751.27
26/05/2023	J3 38983	Unprotect funds following PEXA Settlement	210,814.27		42,937.00
26/05/2023	J3 38983	Unprotect funds following PEXA Settlement		210,814.27	253,751.27
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D08F) - Council Rates EC Settlement Clearing Account (NAB PEXA) BSB 083095 Acc# 946235492	1,072.52		252,678.75
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D09F) - Water Rates EC Settlement Clearing Account (NAB PEXA) BSB 083095 Acc# 946235492	1,525.63		251,153.12
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D13F) - PEXA Fees EC Settlement Clearing Account (NAB PEXA) BSB 083095 Acc# 946235492	123.97		251,029.15
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D14F) - Vendors Funds EC Settlement Clearing Account (NAB PEXA) BSB 083095 Acc# 946235492	208,092.15		42,937.00

Date	Reference	Payee/Payer Details	Debit	Credit	Balance
29/05/2023	PY 28509	Queensland Revenue Office Transfer Duty	40,900.00		2,037.00
2/06/2023	J3 39020	9999000 Everingham Lawyers Firm Control Transfer to office on a/c of Costs/Disbs of Bill 34704	2,037.00		0.00
6/06/2023	DD 36095	CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645 Payment of Account Including GST Receipted by Lisa Evans		176.68	176.68
8/06/2023	J3 39072	9999000 Everingham Lawyers Firm Control Transfer to office on a/c of Costs/Disbs of Bill 34704	176.68		0.00
Balance of Trust Account					0.00

Everingham Lawyers
4/85 Michael Avenue
CABOOLTURE QLD 4510



Our Ref: JMW:515611

1 June 2023

no half measures

CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645
By Email: tristan@bvvgroup.com.au; eenerflower@yahoo.com.au

Dear Mr Thompson

**RE: CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST
PURCHASE FROM WATSON & LANE**

We refer to the above matter and **enclose** herewith:

1. Tax Invoice which we note is due and payable.

We thank you for your instructions and if we can be of any further assistance to you please do not hesitate to contact our office.

Yours faithfully
EVERINGHAM LAWYERS

REBECCA BRADLEY

Our Ref: JMW:515611
Solicitor: Julia Wallace
Contact: Julia Wallace

CLAF Investments Pty Ltd ATF the CLAF Investment Trust
A.C.N. 666 699 645

*By Email: tristan@bvvgroup.com.au;
eenerflower@yahoo.com.au*

01 June 2023

TAX INVOICE

Invoice No: 34704

**RE: CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST
PURCHASE FROM WATSON & LANE**

ACCOUNT SUMMARY:

Professional Fees	\$1,300.00
Outlays and Professional Sundry Fees	\$745.36
Subtotal	\$2,045.36
GST	\$168.32
Invoice Total	\$2,213.68
Less monies transferred from Trust	\$2,037.00
PROFESSIONAL FEES & OUTLAYS DUE & OWING:	\$176.68

Detailed information supporting this tax invoice is attached.

Yours faithfully



EVERINGHAM LAWYERS

We reserve the right in the event that this account is not paid within the time stipulated, or in the event that it is disputed, to withdraw this account to deliver a fully itemised bill of costs or updated tax invoice incorporating any additional costs.

“Liability Limited by a Scheme approved under Professional Standards Legislation (personal injury work exempted)”

This is a notice of Withdrawal/Request for Payment pursuant to s53 of the Legal Profession Regulations.

ABN: 86 887 863 546

PROFESSIONAL FEES

Date	Solicitor	Narration	Amount
11 May 23	JMW	Reading a Document - Guarantor documents	\$66.67
12 May 23	JMW	Meeting in office with Client - advice on guarantee	\$200.00
12 May 23	JMW	Reading a Document - guarantee documents	\$133.33
30 May 23	RLB	Conveyancing Fees - Receiving instructions, perusing contract, correspondence, preparation for settlement, arranging and attending settlement, fees as per quote:	\$900.00
		Fees	\$1,300.00
		GST	\$130.00
Total Professional Fees inclusive of GST			\$1,430.00

PROFESSIONAL SUNDRY FEES - SUBJECT TO GST

Printing Charges	\$133.00
Scanning Charges	\$136.00
Total	\$269.00
GST	\$26.90
Total Professional Sundry Fees inclusive of GST	\$295.90

OUTLAYS - SUBJECT TO GST

Description	
Citec 30.03.23 - ASIC Current Company Extract	\$16.16
Citec 15.05.23 - QLD Land Image Plan	\$25.73
Citec 15.05.23 - QLD Land Tax Clearance Certificate	\$48.08
Citec 26.05.23 - QLD Land Title Search	\$24.19
Total	\$114.16
GST	\$11.42
Total Outlays inclusive of GST	\$125.58

OUTLAYS - NOT SUBJECT TO GST

Description

Sunshine Coast Regional Council Searches	\$362.20
Total Outlays exclusive of GST	\$362.20

Important Notes

If you have any concerns about our legal costs, or our legal service, please do not hesitate to speak to Paul Everingham or Julia Wallace. If we cannot satisfactorily resolve your concern with you, you may:

- Apply for a cost assessment under Division 7 of the Legal Profession Act within 12 months, and/or*
- Apply to set aside our costs agreement.*

The client agrees that the firm shall be entitled to charge interest on any costs and outgoings outstanding from time to time at an interest rate of the Cash Rate Target stated by the Reserve Bank of Australia plus two percentage points. Such interest shall be due and payable in relation to all outlays as and from the date of the expenditure.

01 June 2023

TRUST STATEMENT

Our Ref: JMW:515611
 Solicitor: Julia Wallace
 Email: conveyancing@everinghamlawyers.com.au

CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645
 By Email: tristan@bvwgroup.com.au; eenerflower@yahoo.com.au

Re: CLAF INVESTMENTS PTY LTD ATF THE CLAF INVESTMENT TRUST PURCHASE FROM WATSON & LANE

Date	Ref	Payee/Payer Details	Debit	Credit	Balance
15/05/2023	DD 35961	CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645	\$0.00	\$1,200.00	\$1,200.00
		Costs, Outlays & GST			
17/05/2023	PY 28466	Unity Water	\$153.00		\$1,047.00
		Unitywater Search			
23/05/2023	DD 36016	CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645	\$0.00	\$252,704.27	\$253,751.27
		Settlement Monies, Costs, Outlays & GST			
26/05/2023	J3 38980	Protect funds for PEXA Seettlement	\$209,700.24		\$44,051.03
26/05/2023	J3 38980	Protect funds for PEXA Seettlement	\$0.00	\$209,700.24	\$253,751.27
26/05/2023	J3 38981	Unprotect funds to edit amount	\$209,700.24		\$44,051.03
26/05/2023	J3 38981	Unprotect funds to edit amount	\$0.00	\$209,700.24	\$253,751.27
26/05/2023	J3 38982	Protect funds for PEXA Settlement	\$210,814.27		\$42,937.00
26/05/2023	J3 38982	Protect funds for PEXA Settlement	\$0.00	\$210,814.27	\$253,751.27
26/05/2023	J3 38983	Unprotect funds following PEXA Settlement	\$210,814.27		\$42,937.00
26/05/2023	J3 38983	Unprotect funds following PEXA Settlement	\$0.00	\$210,814.27	\$253,751.27
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D08F) - Council Rates	\$1,072.52		\$252,678.75
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D09F) - Water Rates	\$1,525.63		\$251,153.12
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D13F) - PEXA Fees	\$123.97		\$251,029.15

Date	Ref	Payee/Payer Details	Debit	Credit	Balance
26/05/2023	BP BP448	NAB - (PEXA Settlement) PEXA Settlement - (Transaction ID PEXA239575578D14F) - Vendors Funds	\$208,092.15		\$42,937.00
29/05/2023	PY 28509	Queensland Revenue Office Transfer Duty	\$40,900.00		\$2,037.00
			<u>\$1,092,896.29</u>	<u>\$1,094,933.29</u>	<u>\$2,037.00</u>

Less amount to be transferred on account of this invoice \$2037.00

Balance of Trust Account \$0.00

EVERINGHAM LAWYERS

REMITTANCE ADVICE

Invoice Date: 01 June 2023
Due Date: 15 June 2023
Our Ref: JMW:515611
Payor: CLAF Investments Pty Ltd ATF the CLAF Investment Trust A.C.N. 666 699 645
Tax Invoice 34704

Please choose a payment method and return this advice to our office.

1. CHEQUE

Please return this advice with your cheque payable to Everingham Lawyers Trust Account for the sum of **\$176.68**

Everingham Lawyers
PO Box 1234
CABOOLTURE QLD 4510

Please quote reference: **515611 : 34704**

2. BANK TRANSFER

Transfer Amount: **\$176.68**

Bank: National Australia Bank
Branch 084 004
Account: 85 374 5098
Account Name: Everingham Lawyers Trust Account
***Please quote reference: 515611 : 34704**

3. CREDIT CARD BY MAIL (Visa & MasterCard only)

Please forward this advice with credit card details to the above postal address, or:

By Email: accounts@everinghamlawyers.com.au
By Facsimile Transmission: 07 5495 4247

Card Number: _____ Please circle one: Visa / MasterCard
Expiry Date: _____ Security Code: _____
Amount Due: \$176.68
Name on Card: _____
Signature: _____

Please quote reference: **515611 : 34704**

4. EFTPOS

Please have this remittance advice with you when paying by EFTPOS at Reception



REIQ Accredited Agency

Contract for Houses and Residential Land

Eighteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

REFERENCE SCHEDULE

Contract Date: 07-03-2023 If no date is inserted, the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME: Rowling Property Pty Ltd T/A Rowling & Co Property

ABN:
85630624896

LICENCE NO:
4317913

ADDRESS: Shop 7D, 69 – 79 Attenuata Dr

SUBURB: Mountain Creek

STATE: QLD **POSTCODE:** 4557

PHONE:
53755781

MOBILE:
437443013

FAX:

EMAIL:
admin@rowlingandco.com.au

SELLER

NAME:
JACENTA MAREE LANE

ABN:

ADDRESS:

SUBURB:

STATE: **POSTCODE:**

PHONE:

MOBILE:

FAX:

EMAIL:

j-ryder_04@hotmail.com

NAME:

CHRISTOPHER JOHN WATSON

ABN:

ADDRESS:

SUBURB:

STATE: **POSTCODE:**

PHONE:

MOBILE:

FAX:

EMAIL:

info@pinnacleconcreting.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

By the Rules

REF:

CONTACT:

Amy Thomas

ADDRESS:

Po Box 611

SUBURB:

Nassa Heads

STATE: Qld **POSTCODE:** 4567

PHONE:

59437423

MOBILE:

FAX:

EMAIL:

amy.thomas@bytherules.com

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

BUYER

NAME: CLAF Investments Pty Ltd ATF the CLAF Investment Trust

ABN: 446 699 645

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

NAME: CLAF Investments Pty Ltd ATF the CLAF Investment Trust

ABN: 666 699 645

ADDRESS:

SUBURB: STATE: Qld POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (If applicable)

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME:

Everingham Lawyers

REF:

CONTACT:

Rebecca

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

5495 8888

PROPERTY

Land: ADDRESS: 11 Jacaranda Drive

SUBURB: Mooloolaba STATE: Qld POSTCODE: 4553

Built On Vacant

Description: Lot: 53

on: RP94393

Title Reference: 15608052

Area: 531 ← (more or less) Land sold as: Freehold Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: Residential

Local Government: Sunshine Coast

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

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Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: Rowling and Co Property

Deposit Holder's Trust Account: Rowling and Co Property Statutory Trust Account

Bank: Westpac

BSB: 034 198 Account No: 671576

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ 1,050,000.00

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.
Three business days from the date of contract

\$ 51,500.00 Balance Deposit (if any) payable on:
30 days from date of contract

Default Interest Rate: _____ % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ _____ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 21 days from date of contract ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

- 1. Rights and interests reserved to the Crown by Deed of Grant No. 12748250 (POR 312)

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

Tenancies:

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TENANTS NAME:

Unit 1 - Sonny Lapuz and Marilissa Suarez. Unit 2 - Jessica Jospheh-Leith

TERM AND OPTIONS:

Unit 1 - 22/1/22- 21/5/23 \$ 395 (New lease 22/5/23 - 21/5/24 \$495 p/w) . Unit 2 - 3/2/23 - 2/8/23 \$395

STARTING DATE OF TERM: _____ ENDING DATE OF TERM: _____ RENT: _____ BOND: _____
\$ _____ \$ _____

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

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Managing Agent:

AGENCY NAME:

Online Property Sales

PROPERTY MANAGER:

Cassie

ADDRESS: 37 Flinders Lane

SUBURB: Maroochydore

STATE: Qld POSTCODE: 4558

PHONE:
07 5313 4008

MOBILE:

FAX:

EMAIL:

cassie@onlinepropertysales.com

POOL SAFETY**Q1** Is there a pool on the Land or on adjacent land used in association with the Land?

- Yes
 No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2 If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

- Yes
 No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM *This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

- Yes
 No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
 the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

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

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The REIQ Terms of Contract for Houses and Residential Land (Pages 6-15) (Eighteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

1. The seller has made an insurance claim in respect of a mould issue identified in the dividing wall.
The Seller does not guarantee any outcome or adjustment on the part of the insurer in respect of the pending insurance claim.

SETTLEMENT

Settlement Date: 60 days from date of contract

← or any later date for settlement in accordance with clause 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

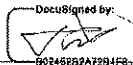
WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: Sunshine Coast


← If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer:  3/27/2023

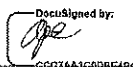
Witness: _____

Buyer:  3/26/2023

Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller:  3/27/2023

Witness: _____

Seller:  3/27/2023

Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

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

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TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

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

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute;
- (l) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (m) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (n) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (o) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (q) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **"ELNO"** has the meaning in the ECNL;
- (t) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (v) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **"Extension Notice"** means a notice under clause 6.2(1);
- (x) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (y) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (bb) **"GST"** means the goods and services tax under the GST Act;
- (cc) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (dd) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (ee) **"Improvements"** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ff) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (gg) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Compliance Certificate"** means:
 - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

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

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- (jj) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (kk) "Property" means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (ll) "Rent" means any periodic amount payable under the Tenancies;
- (mm) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (nn) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (oo) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (pp) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (qq) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (rr) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.

- (4) If the buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
- in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.

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- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1 has been either satisfied or waived by the Buyer.

- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
- between 9am and 4pm AEST on the Settlement Date; and
 - subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - unstamped Transfer Documents capable of immediate registration after stamping; and
 - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - if there are Tenancies:
 - the Seller's copy of any Tenancy agreements;
 - a notice to each Tenant advising of the sale in the form required by law; and
 - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - the Seller has done this before settlement; or
 - the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

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5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturer's warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer of State Lease

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME**6.1 Time of the Essence**

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
 - (b) "**Delay Event**" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii);
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY**7.1 Title**

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land; and
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If:
 - (a) there is an error in the boundaries or area of the Land;
 - (b) there is an encroachment by structures onto or from the Land;
 - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or

(d) there is a mistake or omission in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,

unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land passes unlawfully through other land;
 - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;

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- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
- (i) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),
- and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;

- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of Landlord and Tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL**10.1 Seller's Agent**

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or Notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or Notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation**(1) Plurals and Genders**

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

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

000627561726

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

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

11 ELECTRONIC SETTLEMENT**11.1 Application of Clause**

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

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

11.4 Computer System Unavailable

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

11.5 Costs

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 43706665

Search Date: 28/02/2023 11:04

Title Reference: 15608052

Date Created: 03/02/1977

Previous Title: 15119211
15119212

REGISTERED OWNER

Dealing No: 721963740 09/09/2022

JACENTA MAREE LANE
CHRISTOPHER JOHN WATSON JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 53 REGISTERED PLAN 94393
Local Government: SUNSHINE COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12748250 (POR 312)
2. MORTGAGE No 721963741 09/09/2022 at 14:17
AFSH NOMINEES PTY LTD A.C.N. 143 937 437

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2023]
Requested By: D-ENQ EQUIFAX

Certificate Of Completion

Envelope Id: A937F931CB7A42AA8E734260DE2FC243	Status: Completed
Subject: Sign Request Jacaranda 11 COS	
Source Envelope:	
Document Pages: 16	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC+10:00) Brisbane	Rowling & Co Property Rowling
	13 Great Keppel Crescent
	Mountain Creek, QLD 4557
	admin@rowlingandco.com.au
	IP Address: 3.25.60.134

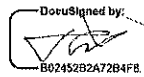
Record Tracking

Status: Original 25/3/2023 14:30	Holder: Rowling & Co Property Rowling admin@rowlingandco.com.au	Location: DocuSign
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Signer Events

CLAF Investments Pty Ltd ATF the CLAF
Investment Trust
tristan@bvvgroup.com.au
Security Level: Email, Account Authentication
(None)

Signature



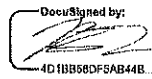
Signature Adoption: Drawn on Device
Using IP Address: 122.148.148.93
Signed using mobile

Timestamp

Sent: 25/3/2023 | 14:30
Viewed: 27/3/2023 | 18:20
Signed: 27/3/2023 | 18:20

Electronic Record and Signature Disclosure:
Accepted: 27/3/2023 | 18:20
ID: ba8949e0-7387-4cd8-9eb1-617fc818eab3

CLAF Investments Pty Ltd ATF the CLAF
Investment Trust
eenerflower@yahoo.com.au
Security Level: Email, Account Authentication
(None)

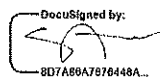


Signature Adoption: Drawn on Device
Using IP Address: 122.148.148.93
Signed using mobile

Sent: 25/3/2023 | 14:30
Viewed: 26/3/2023 | 12:54
Signed: 26/3/2023 | 15:35

Electronic Record and Signature Disclosure:
Accepted: 26/3/2023 | 12:54
ID: 673e8a0a-0fd6-4fb2-85f1-83731fad031

Christopher John Watson
info@plnnacleconcreting.com.au
Security Level: Email, Account Authentication
(None)

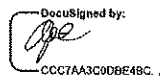


Signature Adoption: Drawn on Device
Using IP Address: 220.233.36.34
Signed using mobile

Sent: 27/3/2023 | 18:20
Viewed: 27/3/2023 | 20:21
Signed: 27/3/2023 | 20:22

Electronic Record and Signature Disclosure:
Accepted: 27/3/2023 | 20:21
ID: 495c583d-71c6-41d3-abc1-295a0397b356

Jacenta Maree Lane
j_ryder_04@hotmail.com
Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 220.233.36.34
Signed using mobile

Sent: 27/3/2023 | 18:20
Viewed: 27/3/2023 | 18:26
Signed: 27/3/2023 | 19:27

Electronic Record and Signature Disclosure:
Accepted: 27/3/2023 | 18:26
ID: dc6ab77d-0dc3-4c30-9ef3-c35382142cb7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	25/3/2023 14:30
Certified Delivered	Security Checked	27/3/2023 18:26
Signing Complete	Security Checked	27/3/2023 19:27
Completed	Security Checked	27/3/2023 20:22
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Rowling Property Pty Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Rowling Property Pty Ltd:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kellyrowling@hotmail.com

To advise Rowling Property Pty Ltd of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kellyrowling@hotmail.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Rowling Property Pty Ltd

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kellyrowling@hotmail.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Rowling Property Pty Ltd

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kellyrowling@hotmail.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Rowling Property Pty Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Rowling Property Pty Ltd during the course of your relationship with Rowling Property Pty Ltd.

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

1. Rollover / Release Authority Summary

Member's / Beneficiary's Name: RENEE ELIZABETH THOMPSON

Transaction Type: SuperStream Roll In

Date: 08/05/2023

Transaction Status: Roll In Transaction Processed

2. Rollover / Release Authority Details

Member Details:

Is the rollover for a member or a beneficiary? Member

Member's Name: RENEE ELIZABETH THOMPSON

Member Account: Default accumulation account

TFN: *****395

Date of Birth: *****1982

Sex: Female

Address: 2 BOUGHENS RD, ILKLEY, 4554, QLD, AUSTRALIA

Service Period Start Date: 23/12/2003

Receiving Fund Details:

Is the fund an SMSF? Yes

Name: The Trustee for Hold Fast SMSF

ABN: 91228918524

ESA: BGLSF360

Member Client ID:

Bank Account

BSB: 124185

Account Name: Hold Fast SMSF

Account Number: 23413101

Transferring Fund Details:

Is the fund an SMSF? No

Name: THE TRUSTEE FOR AUSTRALIAN RETIREMENT TRUST

ABN: 60905115063

ESA:

USI: 60905115063002

Member Client ID: GSUPA74793

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

Rollover Transaction Details:

Is the request for the entire balance? No

Payment Reference Number: 609051150630508271

Requested Amount: \$195,000.00

Rollover Components

Tax Free Component: \$23,535.28

Element Taxed In The Fund: \$171,464.72

Element Untaxed In The Fund: \$0.00

Kiwisaver Tax Free Component: \$0.00

Preservation Amounts

Preserved Amount: \$195,000.00

Restricted Non-Preserved: \$0.00

Unrestricted Non-Preserved: \$0.00

Kiwisaver Preserved Amount: \$0.00

Is the request a Death Benefit Rollover? No

3. SuperStream Rollover / Release Authority Transaction History

Date	Transaction Status	Transaction Source	Processed By
09/05/2023	Roll In Transaction Processed	User created	Eddy Lee
08/05/2023	Roll In Transaction Received	Electronically received (Fund)	SYSTEM

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

1. Rollover / Release Authority Summary

Member's / Beneficiary's Name: TRISTAN ROBERT THOMPSON

Transaction Type: SuperStream Roll In

Date: 09/05/2023

Transaction Status: Roll In Transaction Processed

2. Rollover / Release Authority Details

Member Details:

Is the rollover for a member or a beneficiary? Member

Member's Name: TRISTAN ROBERT THOMPSON

Member Account: Default accumulation account

TFN: *****962

Date of Birth: *****1982

Sex: Male

Address: 2 BOUGHENS RD, ILKLEY, 4554, QLD, AUSTRALIA

Service Period Start Date: 30/06/2000

Receiving Fund Details:

Is the fund an SMSF? Yes

Name: The Trustee for Hold Fast SMSF

ABN: 91228918524

ESA: BGLSF360

Member Client ID:

Bank Account

BSB: 124185

Account Name: Hold Fast SMSF

Account Number: 23413101

Transferring Fund Details:

Is the fund an SMSF? No

Name: THE TRUSTEE FOR AUSTRALIAN RETIREMENT TRUST

ABN: 60905115063

ESA:

USI: 60905115063002

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

Member Client ID: GSUPC19751

Rollover Transaction Details:

Is the request for the entire balance? No

Payment Reference Number: 609051150630509564

Requested Amount: \$102,606.70

Rollover Components

Tax Free Component: \$5,622.24

Element Taxed In The Fund: \$96,984.46

Element Untaxed In The Fund: \$0.00

Kiwisaver Tax Free Component: \$0.00

Preservation Amounts

Preserved Amount: \$102,606.70

Restricted Non-Preserved: \$0.00

Unrestricted Non-Preserved: \$0.00

Kiwisaver Preserved Amount: \$0.00

Is the request a Death Benefit Rollover? No

3. SuperStream Rollover / Release Authority Transaction History

Date	Transaction Status	Transaction Source	Processed By
09/05/2023	Roll In Transaction Processed	User created	Eddy Lee
09/05/2023	Roll In Transaction Received	Electronically received (Fund)	SYSTEM

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

1. Rollover / Release Authority Summary

Member's / Beneficiary's Name: TRISTAN ROBERT THOMPSON

Transaction Type: SuperStream Roll In

Date: 22/05/2023

Transaction Status: Roll In Transaction Processed

2. Rollover / Release Authority Details

Member Details:

Is the rollover for a member or a beneficiary? Member

Member's Name: TRISTAN ROBERT THOMPSON

Member Account: Default accumulation account

TFN: *****962

Date of Birth: *****1982

Sex: Male

Address: 2 BOUGHENS RD, ILKLEY, 4554, QLD, AUSTRALIA

Service Period Start Date: 30/06/2000

Receiving Fund Details:

Is the fund an SMSF? Yes

Name: The Trustee for Hold Fast SMSF

ABN: 91228918524

ESA: BGLSF360

Member Client ID:

Bank Account

BSB: 124185

Account Name: Hold Fast SMSF

Account Number: 23413101

Transferring Fund Details:

Is the fund an SMSF? No

Name: THE TRUSTEE FOR AUSTRALIAN RETIREMENT TRUST

ABN: 60905115063

ESA:

USI: 60905115063002

Hold Fast SMSF

SuperStream Rollover / Release Authority

As at 30 June 2023

Member Client ID: GSUPC19751

Rollover Transaction Details:

Is the request for the entire balance? No

Payment Reference Number: 609051150630522522

Requested Amount: \$45,000.00

Rollover Components

Tax Free Component: \$2,431.29

Element Taxed In The Fund: \$42,568.71

Element Untaxed In The Fund: \$0.00

Kiwisaver Tax Free Component: \$0.00

Preservation Amounts

Preserved Amount: \$45,000.00

Restricted Non-Preserved: \$0.00

Unrestricted Non-Preserved: \$0.00

Kiwisaver Preserved Amount: \$0.00

Is the request a Death Benefit Rollover? No

3. SuperStream Rollover / Release Authority Transaction History

Date	Transaction Status	Transaction Source	Processed By
22/05/2023	Roll In Transaction Processed	User created	Eddy Lee
22/05/2023	Roll In Transaction Received	Electronically received (Fund)	SYSTEM

Rollover benefits statement



Part of Australian Retirement Trust

Central Plaza Three

70 Eagle Street, Brisbane

GPO Box 200, Brisbane QLD 4001

P 1300 360 750

F 1300 241 602

W qsuper.qld.gov.au



002/37

Hold Fast SMSF
2 BOUGHENS RD
ILKLEY QLD 4554



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	91 228-918-524
Fund name	Hold Fast SMSF
Postal address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	391-490-395
Full name	
Title	Mrs
Surname	Thompson
First given name	Renee
Other given names	Elizabeth
Residential address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	AUSTRALIA
Date of birth	02 February 1982
Daytime phone number	
Email address (if applicable)	renee.thompson@daf.qld.gov.au

Section C: Rollover transaction details

Service period start date	23 December 2003
Tax components	
Tax-free component	\$23,535.28
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$171,464.72
Element untaxed in the fund	\$0.00
Total tax components	\$195,000.00
Preservation amounts	
Preserved amount	\$195,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$195,000.00

Section D: Non-complying funds

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

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	08 May 2023

Rollover benefits statement



Part of Australian Retirement Trust

Central Plaza Three

70 Eagle Street, Brisbane

GPO Box 200, Brisbane QLD 4001

P 1300 360 750

F 1300 241 602

W qsuper.qld.gov.au



002/36

Hold Fast SMSF
2 BOUGHENS RD
ILKLEY QLD 4554



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	91 228-918-524
Fund name	Hold Fast SMSF
Postal address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	381-481-962
Full name	
Title	Mr
Surname	Thompson
First given name	Tristan
Other given names	Robert
Residential address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	
Date of birth	03 August 1982
Daytime phone number	
Email address (if applicable)	tristan@bvwgroup.com.au

Section C: Rollover transaction details

Service period start date	30 June 2000
Tax components	
Tax-free component	\$5,622.24
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$96,984.46
Element untaxed in the fund	\$0.00
Total tax components	\$102,606.70
Preservation amounts	
Preserved amount	\$102,606.70
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$102,606.70

Section D: Non-complying funds

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

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	09 May 2023

Rollover benefits statement



Part of Australian Retirement Trust

Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001

P 1300 360 750

F 1300 241 602

W qsuper.qld.gov.au



002/44

Hold Fast SMSF
2 BOUGHENS RD
ILKLEY QLD 4554



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	91 228-918-524
Fund name	Hold Fast SMSF
Postal address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	381-481-962
Full name	
Title	Mr
Surname	Thompson
First given name	Tristan
Other given names	Robert
Residential address	2 BOUGHENS RD
Suburb/town/location	ILKLEY
State/territory	QLD
Postcode	4554
Country	
Date of birth	03 August 1982
Daytime phone number	
Email address (if applicable)	tristan@bvwgroup.com.au

Section C: Rollover transaction details

Service period start date	30 June 2000
Tax components	
Tax-free component	\$2,431.29
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$42,568.71
Element untaxed in the fund	\$0.00
Total tax components	\$45,000.00
Preservation amounts	
Preserved amount	\$45,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$45,000.00

Section D: Non-complying funds

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

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

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

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	22 May 2023

Hold Fast SMSF
2 Boughens Road
Ilkley QLD 4554

Loan Number	216207
Issue Date	06/07/2023
Settlement Date	26/05/2023
Maturity Date	26/05/2053
Statement From	01/01/2023
Statement To	30/06/2023

Account Name Hold Fast SMSF as trustee for Hold Fast SMSF

Opening Balance	\$0.00	Arrears/Advance	\$0.00 / \$30,000.00
Loan Advances	\$787,500.00	Current Interest Rate	7.49% p.a.
Payment Credits	\$35,346.45	Current Loan Repayment	\$5,502.29
Interest Debits	\$4,872.33	Current Loan Repayment Frequency	Monthly
Fee Debits	\$0.00	Last Financial Year Interest	\$4,872.33
Closing Balance	\$757,025.88	Current Financial Year Interest	\$0.00

Date	Transactions	Debit	Credit	Balance
	Opening Balance			\$0.00
26/05/2023	Disbursal	\$787,500.00		\$787,500.00
13/06/2023	Interest Rate changed from 7.2% to 7.49%			\$787,500.00
22/06/2023	Payment		\$30,000.00	\$757,500.00
26/06/2023	Interest	\$4,872.33		\$762,372.33
26/06/2023	Payment		\$5,346.45	\$757,025.88
26/06/2023	Closing Balance			\$757,025.88

Please be aware that the loan balance is not a payout figure and exit fees and other charges may apply.

1 May 2023

The Trustees
Hold Fast SMSF
2 Boughens Road
Ikkley QLD 4554

Email: eenerflower@yahoo.com.au

Cc:keith@greatmoorefinance.com.au

Confirmation of Formal Finance Approval

Dear Trustees,

AFG is pleased to advise you that Think Tank Group Pty Ltd ACN 117 819 084 (**TT**) on behalf of BNY Trust Company of Australia Limited ACN 050 294 052 (**the lender**) has formally approved the following commercial loan facility. The formal Letter of Offer and Facility Terms accompany this letter.

In summary, your loan approval comprises the following:

Loan Reference No.	✉	APP-0000016206
Borrower Name(s)	✉	CLAF Pty Ltd ACN 666 698 031 as trustee for Hold Fast SMSF
Guarantor Name(s)	✉	Thompson, Renee Elizabeth Thompson, Tristan Robert
Security Property Address	✉	11 Jacaranda Drive, Mooloolaba QLD 4557
Bare Trustee	✉	CLAF Investments Pty Ltd ACN 666 699 645 as trustee for The CLAF Investment Trust
Loan Amount	✉	\$787,500.00
Loan Purpose	✉	Purchase of residential duplex through SMSF.
Interest Rate	✉	6.85% per annum
Loan Term	✉	30 years
Interest Only Period	✉	0 years
Principal & Interest Period	✉	30 years

We wish to highlight to you, that in addition to our standard Conditions, the following specific loan conditions that have been attached to the loan as part of the finance approval:

Customer enquiries

Phone: 1300 947 483
Fax: 1300 781 045
Email: customercare@afgcommercial.com.au

Broker enquiries

Phone: 1300 781 043
Fax: 1300 781 045
Email: thinktank@afgcommercial.com.au

PO Box 6125, North Sydney NSW 2059
Level 24, 100 Miller Street, North Sydney NSW 2060
www.afgcommercial.com.au

For company and trust borrowers or guarantors, the officeholders (director, secretary or trustee) should sign as for all other legal documents, ie. in accordance with Section 127 of the Corporations Act.

2. Direct Debit Request (DDR)

- ❖ Please sign the enclosed DDR to authorise the direct debiting of your monthly loan repayments to your nominated bank account.

We thank you for the opportunity to provide this formal approval and we look forward to working with you in taking your loan forward to settlement.

Please note, in the absence of your formal acceptance this approval will expire one month from the above date.

Please do not hesitate to contact our office should you have any queries in relation to the information contained herein.

Yours faithfully,



David Nolan
Head of Credit
Think Tank Group Pty Ltd

Phone: 1300 781 043
Fax: 1300 781 045
Email: credit_team@thinktank.net.au

Customer enquiries

Phone: 1300 947 483
Fax: 1300 781 045
Email: customer@afgcommercial.com.au

Broker enquiries

Phone: 1300 781 043
Fax: 1300 781 045
Email: thinktank@afgcommercial.com.au

PO Box 6125, North Sydney NSW 2059
Level 24, 100 Miller Street, North Sydney NSW 2060
www.afgcommercial.com.au



16 June 2023

The Trustees
Hold Fast SMSF
2 Boughens Road
Ilkley QLD 4554

Dear Trustees,

Notice of Interest Rate Change

Account name: Hold Fast SMSF
Security address(es): 11 Jacaranda Drive, Mooloolaba QLD 4557
Loan ID: 216207
Payment type Principal and Interest

We write to advise you of an adjustment to the underlying reference rate on your loan with effect from 13 June 2023.

New interest rate: 7.49%
New schedule payment: \$5,502.29 monthly

Repayments based on the adjusted interest rate will commence on 26 July 2023.

How these changes affect you

This interest rate change affects the direct debit deductions set up for your loan.

- If your direct debit repayment is scheduled to occur between the date of this letter and the date the base rate will change, it will be at the current amount.
- If your direct debit repayment is set up to pay a fixed amount, you may need to adjust your current payment in line with the above change to make sure it covers your new repayments.

Changes to our base rates

The interest rate you pay is our Residential SMSF Rate (as published on our website) plus a margin. We adjust our Residential SMSF Rate on the 10th day (or next business day) of each month.

If you have any questions about this rate change, or you would like to make changes to your direct debit arrangements, please contact us via the contact details below.

Yours sincerely

Peter Kearns
General Manager

MINUTES OF MEETING OF DIRECTORS OF

CLAF Pty Ltd

ACN 666698031

AS TRUSTEE FOR

Hold Fast SMSF

HELD AT: C/- Herron Accountants UNIT 1 48 FLINDERS PDE, NORTH LAKES,
QLD 4509

ON: 22 March 2023 at 10:00am
(date and time)

PRESENT: Tristan Robert Thompson and Renee Elizabeth Thompson

CHAIRPERSON: It was resolved to elect Tristan Robert Thompson as Chairperson of
the meeting.

Trust deed

- 1 A trust deed establishing Hold Fast SMSF (**Fund**) and a member application for each member have been provided to the Company.
- 2 The Company proposes to act as trustee of the Fund pursuant to the trust deed and to:
 - a) apply to become a regulated complying self-managed superannuation fund (**SMSF**);
 - b) apply to the Australian Taxation Office (**ATO**) for an Australian Business Number (**ABN**) and a Tax File Number (**TFN**) for the Fund;
 - c) establish a cash account (such as a cash management trust) or cheque account for the Fund. Monies need to be deposited into this account as soon as practicable to cater for the running expenses of the Fund;
 - d) appoint an administrator or accountant to the Fund whose role is to provide information and reports as required under any administration agreement between the Trustee of the Fund and the administrator; and
 - e) appoint an auditor to the Fund. The superannuation laws provide that an auditor must be appointed to the Fund on a yearly basis to provide an assessment of the Fund's compliance with the superannuation laws.

Resolutions

- 1 To consent to act as trustee of the Fund.
- 2 To execute the trust deed and any ancillary documents required to establish the Fund.
- 3 To complete the following:
 - a) establish a cash account and deposit funds in the account to be held in the name of the Company as trustee for the Fund;
 - b) notify the ATO of the Fund's intent to become a regulated self-managed superannuation fund;
 - c) complete ABN and TFN forms to be filed with the ATO;
 - d) formulate and implement an investment strategy of the Fund;
 - e) appoint relevant professionals including, where required, an accountant, administrator, auditor, SMSF expert, SMSF investment expert and any other professional deemed appropriate; and
 - f) accept Tristan Robert Thompson and Renee Elizabeth Thompson as initial members of the Fund.

The Chairperson

Signed by Tristan Robert Thompson:



Tristan Robert Thompson
Chairperson

Dated: 22 March 2023

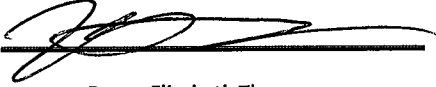
DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

I, Renee Elizabeth Thompson of 2 BOUGHENS RD, ILKLEY, QLD 4554 as director of CLAF Pty Ltd - ACN 666 698 031 of C/- Herron Accountants UNIT 1 48 FLINDERS PDE, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of CLAF Pty Ltd - ACN 666 698 031 of C/- Herron Accountants UNIT 1 48 FLINDERS PDE, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the HOLD FAST SMSF (**Fund**), including:
 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. 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;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by CLAF Pty Ltd - ACN 666 698 031 by:

A handwritten signature in black ink, appearing to read 'Renee Thompson', written over a solid horizontal line.

Renee Elizabeth Thompson
Director

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

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Hold Fast SMSF**

Full Name: Renee Elizabeth Thompson
Address: 2 BOUGHENS RD, ILKLEY, QLD 4554
Date of Birth: 2 February 1982
Sex: Female

I apply for membership of the **HOLD FAST SMSF (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: 391 490 395.
- 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 it 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 Renee Elizabeth Thompson:



Renee Elizabeth Thompson
Member

Dated: 22 March 2023

PRODUCT DISCLOSURE STATEMENT

Hold Fast SMSF

PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS is a summary of significant information and contains a number of references to important information. You should consider this information before making a decision about the product.

The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

Accordingly, this document should not be relied on as advice.

1. ABOUT YOUR SELF-MANAGED SUPERANNUATION FUND (SMSF)

Superannuation is to provide you with income for your retirement.

Your SMSF is established by the Trustee and the initial Member(s) signing a trust deed and contributions being paid to the Trustee who then invests that money as part of your super to provide retirement benefits to you.

For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has no more than six members;
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has no more than six members;
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another; and
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
 - a relative to the other director; or
 - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individual trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

See paragraph 17A (6) of the *Superannuation Industry (Supervision) Act 1993* ("**SIS Act**") and regulation 1.04AA of the *Superannuation Industry (Supervision) Regulations 1994* ("**SIS Regulations**") for an extended definition of "employee".

If a Member is under 18, they cannot be a Trustee and special rules apply.

If you are a new trustee or newly appointed director of a corporate trustee, you need to sign the Trustee Declaration within 21 days of your appointment to show that you understand your duties as a trustee of an SMSF. To obtain a copy of the Trustee declaration (NAT 71089) see the ATO website. Professional advice should be sought in relation to the succession to the trusteeship of the Fund in the event of your death or your inability to continue to act as trustee or director of a corporate trustee.

Investments are made by the Trustee and are pooled with contributions made to the Fund in respect of any other Members.

A SMSF Trustee is ultimately responsible for running your SMSF. It is important that the Trustee understands the duties, responsibilities and obligations of being a Trustee or director of a corporate Trustee.

Members can, generally speaking, withdraw their investment in a superannuation fund (called a "Benefit") when they retire after reaching preservation age (see below). Generally, benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

2. HOW SUPER WORKS

Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessional and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account-based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

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

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees, but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.

If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND

This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower; however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

4. RISKS OF SUPER

Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
 - (i) age;
 - (ii) investment time frames;
 - (iii) where your other wealth is invested; and
 - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

- (f) You usually cannot access a super benefit payment from your SMSF until you reach your retirement age. You may be able to access pension payments when you reach preservation age subject to superannuation and tax laws. If you make voluntary contributions, you should ensure you will not need the money until you are able to meet a condition of release.

If the Trustee fails to comply with the superannuation and tax laws, which are complex, penalties may apply, and your super may be reduced or fail to perform as well as it should. Additional tax may be payable from your super or by you. The ATO may take action that may include:

- (a) education directions;
- (b) enforceable undertakings;
- (c) rectification directions;
- (d) administrative penalties;
- (e) disqualifying a trustee;
- (f) imposing civil and criminal penalties;
- (g) allowing the Fund to wind up;
- (h) issuing notices of non-compliance; and/or
- (i) freezing the Fund's assets.

More information can be obtained from the ATO website and from your professional adviser.

5. HOW THE TRUSTEE WILL INVEST YOUR MONEY

The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, Insuring a Member should be held by the Trustees.

Once the investment strategy is determined, investments must be made in accordance with that strategy. Professional advice should be sought to determine particular investments.

You, as a Member, are not required to determine how super is invested, however, as a Trustee, or a director of a corporate Trustee you must do so. If you as a Member do not request the Trustee to invest in a particular manner the Trustee will invest as the Trustee sees fit and in accordance with the Fund's investment strategy. It may be possible to have a separate investment strategy relating to your own interest in the Fund.

You should be aware that superannuation legislation imposes some strict limitations on the type of assets that can be invested in or acquired. Breaches of these laws can lead to severe penalties.

If you need help about investing generally, speak to a licensed financial adviser.

WARNING

You must consider:

- (a) The likely investment return; and**
- (b) The risk; and**
- (c) Your investment timeframe when investing.**

Labour standards or environmental, social or ethical considerations are not taken into account in the selection, retention or realisation of investments relating to this Fund unless these have been added at paragraph 10.

If the Fund has been previously operating and a new member is to be admitted, the Trustee must also attach to this PDS, statements and information that a new member could reasonably require to decide whether to join the Fund. This would include and is not limited to, the Fund's financial statements, its investment strategy or strategies and any other information that may be material to a decision to join the Fund.

6. FEES AND COSTS

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

WARNING

**Additional fees may be paid to a financial adviser if a financial adviser is consulted.
If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.**

7. HOW SUPER IS TAXED

The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

Tax on Contributions

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% i.e. a total of 30% on the tax deductible contributions.

Tax on Excess Contributions

WARNING

There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

Tax on Fund Earnings

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

Tax on Withdrawal of Benefits

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.

To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable; and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

Tax File Number

WARNING

You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.

If a Member does not give their TFN to the Trustee: -

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

8. INSURANCE IN YOUR SUPER

Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

(If nothing is added below, the Trustee does not intend to offer insurance to Members.)

9. HOW TO OPEN AN ACCOUNT

You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

(If nothing is added here, these are not taken into account – see paragraph 5.)

**DECLARATION AND CONSENT TO ACT AS DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993**

I, Tristan Robert Thompson of 2 BOUGHENS RD, ILKLEY, QLD 4554 as director of CLAF Pty Ltd - ACN 666 698 031 of C/- Herron Accountants UNIT 1 48 FLINDERS PDE, NORTH LAKES, QLD 4509 state as follows:

1. I am not a disqualified person as defined by the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* and am not disqualified from acting as trustee or as a responsible officer of a trustee company under the SIS Act or related legislation;
2. I am aware of my role and responsibilities as a director of CLAF Pty Ltd - ACN 666 698 031 of C/- Herron Accountants UNIT 1 48 FLINDERS PDE, NORTH LAKES, QLD 4509 (**Trustee**), which acts or will acts as trustee for the HOLD FAST SMSF (**Fund**), including:
 - (a) my role and responsibilities under the trust deed and any governing rules of the Fund (**Trust Deed**), which I have read and understood; and
 - (b) my responsibilities under the SIS Act, the *Superannuation Industry (Supervision) Regulations 1994 (SIS Regs)* and related legislation;
3. 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;
4. I consent to act as a director of the Trustee;
5. I agree to execute the Trust Deed, and to administer the Fund as a director of the Trustee in accordance with the terms and conditions set out in the Trust Deed (as amended from time to time) and all legislative requirements, including but not limited to those under the SIS Act and the SIS Regs;
6. I agree to notify any other directors of the Trustee in writing if I am for any reason disqualified from continuing to act as a trustee or director of a trustee company of a superannuation fund; and
7. I declare the information provided above is true and correct and it is my responsibility to inform any other directors of any error or changes regarding these matters.

The Trustee

Signed, Sealed and Delivered by CLAF Pty Ltd - ACN 666 698 031 by:



Tristan Robert Thompson
Director

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

A disqualified person who is an individual includes:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. persons against whom a civil penalty order was made; or
3. a person who is an insolvent under administration (for example, an undischarged bankrupt).

A disqualified person that is a body corporate includes:

1. a body corporate that knows, or has reasonable grounds to suspect, that a person who is, or is acting as, a responsible officer of the body corporate is a disqualified person;
2. a body corporate where a receiver and manager has been appointed in respect of property beneficially owned by the body;
3. body corporate where an official manager or deputy official manager has been appointed in respect of the body;
4. a body corporate where a provisional liquidator has been appointed in respect of the body; or
5. a body corporate that has begun to be wound up.

Note - A director of a trustee company of a superannuation fund must not be a disqualified person as described above.

**APPLICATION FOR MEMBERSHIP OF
Hold Fast SMSF**

Full Name: Tristan Robert Thompson
Address: 2 BOUGHENS RD, ILKLEY, QLD 4554
Date of Birth: 3 August 1982
Sex: Male

I apply for membership of the **HOLD FAST SMSF (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: 381 481 962.
- 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 it 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 Tristan Robert Thompson:



Tristan Robert Thompson
Member

Dated: 22 March 2023

PRODUCT DISCLOSURE STATEMENT

Hold Fast SMSF

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To obtain a copy of this statement and a copy of any document that is applied, adopted or incorporated by this statement you may telephone the Trustee whose number is below.

Telephone Number

(The Trustee must insert their relevant telephone number here.)

Issued by the Trustee on:

22 March 2023

PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS is a summary of significant information and contains a number of references to important information. You should consider this information before making a decision about the product.

The material relating to your SMSF may change between the time when you read this Statement and the day when you sign the application form for membership.

The information provided in the Product Disclosure Statement is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

Accordingly, this document should not be relied on as advice.

1. ABOUT YOUR SELF-MANAGED SUPERANNUATION FUND (SMSF)

Superannuation is to provide you with income for your retirement.

Your SMSF is established by the Trustee and the initial Member(s) signing a trust deed and contributions being paid to the Trustee who then invests that money as part of your super to provide retirement benefits to you.

For your Fund to be a SMSF it must meet several requirements. The requirements can vary depending on whether your Fund has individual Trustees or a corporate Trustee.

If your Fund has individual Trustees, the following must apply:

- it has no more than six members;
- each Member is a Trustee and each Trustee is a Member;
- no Member is an employee of another Member, unless they are relatives of one another; and
- no Trustee is paid for their duties or services as a Trustee.

If your Fund has a corporate Trustee, the following must apply:

- It has no more than six members;
- each Member of the Fund is a director of the corporate Trustee;
- each director of the corporate Trustee is a Member of the Fund;
- no Member is an employee of another Member, unless they are relatives of one another;
- the Trustee is not paid for its services as a Trustee; and
- no director of the corporate Trustee is paid for their duties or services as director in relation to the Fund.

Single Member Funds: If you have a corporate Trustee of a single Member Fund, the Member needs to be one of the following:

- the sole director of the corporate Trustee;
- one of only two directors, where the Member is;
 - a relative to the other director; or
 - not an employee of the other director.

A single Member Fund can also have two individuals as Trustees. The Member must be one of the individual trustees, and the Member and other trustee are relatives, or the Member is not an employee of the other trustee.

See paragraph 17A (6) of the *Superannuation Industry (Supervision) Act 1993* ("**SIS Act**") and regulation 1.04AA of the *Superannuation Industry (Supervision) Regulations 1994* ("**SIS Regulations**") for an extended definition of "employee".

If a Member is under 18, they cannot be a Trustee and special rules apply.

If you are a new trustee or newly appointed director of a corporate trustee, you need to sign the Trustee Declaration within 21 days of your appointment to show that you understand your duties as a trustee of an SMSF. To obtain a copy of the Trustee declaration (NAT 71089) see the ATO website. Professional advice should be sought in relation to the succession to the trusteeship of the Fund in the event of your death or your inability to continue to act as trustee or director of a corporate trustee.

Investments are made by the Trustee and are pooled with contributions made to the Fund in respect of any other Members.

A SMSF Trustee is ultimately responsible for running your SMSF. It is important that the Trustee understands the duties, responsibilities and obligations of being a Trustee or director of a corporate Trustee.

Members can, generally speaking, withdraw their investment in a superannuation fund (called a "Benefit") when they retire after reaching preservation age (see below). Generally, benefits can also be paid if a Member dies or becomes totally and permanently disabled or if they are entitled to a transition to retirement pension. This means that you should only invest in superannuation money you can afford to put away until later.

2. HOW SUPER WORKS

Superannuation is a means of saving for retirement which is, in part, compulsory.

There are different types of contributions that may be paid to the Trustee of the Fund. For example, employer contributions, voluntary contributions by you and government co-contributions. Before you make any contributions, you should speak to your professional advisers to ensure that you do not breach any contribution caps or transfer limits. There may be taxation consequences or other sanctions if you breach these caps. More information can be found on the ATO website.

There are limitations on contributions to, and withdrawals from, superannuation. More information on these limitations can be found on the ATO's website.

Tax savings are provided by the Government.

Most people have the right to choose into which Fund their employer should direct their superannuation guarantee contributions which are currently 9.5% of your ordinary earnings.

Withdrawing Benefits

Benefits are generally for your retirement and normally cannot be paid out in cash unless you meet a condition of release.

A condition of release includes but not limited to reaching preservation age when a transition-to-retirement income stream may be commenced, retiring after reaching preservation age, death, permanent incapacity, attaining age 65 years, terminal illness and severe financial hardship. Benefits cashed before they are unrestricted non-preserved will not be taxed concessional and will be taxed at your marginal tax rate.

Any contributions made on or from 1 July 1999 are preserved benefits. Neither preserved, nor restricted non-preserved benefits may be accessed until a condition of release has been satisfied. Preserved benefits may be cashed voluntarily only if a condition of release is met and subject to any cashing restrictions by the condition of release. Cashing restrictions tell you what form the benefits must be taken. Benefits in the Fund when all the conditions of release are met are called unrestricted non-preserved benefits. Generally, only unrestricted non-preserved benefits can be cashed by you from the Fund.

Your preservation age is worked out from the table below:

Birth Date	Preservation Age
Born before 01/07/1960	55
Born 01/07/1960 to 30/06/1961	56
Born 01/07/1961 to 30/06/1962	57
Born 01/07/1962 to 30/06/1963	58
Born 01/07/1963 to 30/06/1964	59
Born on or after 01/07/1964	60

When you are entitled to receive your benefit, it may be paid as a lump sum or pension or a combination.

Generally, the amount that can be paid is the amount in your member account less tax. A licensed financial adviser can advise in relation to the net amount of your benefits that can be accessed.

Where your benefit is being paid as a pension, the Trustee may pay your benefit by any type of income stream permissible including account-based pensions. Transition to retirement pensions may be paid if you have not retired, however, there are limitations and conditions.

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

If you die, your death benefit will be paid by the Trustee to your estate or your dependants as the Trustee decides. If you sign and give to the Trustees, a valid binding death benefit nomination, it will be paid as you nominate. If you sign a non-binding death benefit nomination, it will be taken into account by the Trustees, but the Trustees will have the final decision. The provisions of the SIS Act regarding the lapsing of a binding death benefit nomination after three years do not apply to self-managed superannuation funds. You should regularly review your binding death benefit nomination especially when there is a change in your family circumstances. You should also obtain professional advice before making any death benefit nomination.

If you were receiving a pension on your death that included a reversionary beneficiary, then the pension may continue to be paid to that dependant provided they are entitled to receive it under the superannuation laws. These persons are generally your spouse, de facto spouse, or child provided they are under age 18 or aged 18 to 24 and were 'financially dependant' on you, or a person with whom you were in an interdependency relationship (see regulation 1.04AAAA SIS Regulations), at the time of your death. Otherwise generally the death benefit will be paid as a lump sum except in the case of a dependant who is disabled as defined under the Disability Services Act 1986. If you wish to nominate a reversionary beneficiary to a pension, you must obtain professional advice. Documentation will be necessary. Your pension and death benefit nomination should not conflict.

3. BENEFITS OF INVESTING IN A SELF-MANAGED SUPER FUND

This paragraph covers the SMSF in respect of which you have been given an application for Membership so that you may become a Member of the Fund.

The Fund's significant features and benefits are:

- As a Member and also a Trustee or director of the corporate Trustee, you may have more control over investments and greater flexibility by comparison with being a Member of an industry fund or a retail fund that is not a SMSF where you would not be a Trustee and where you may usually have general investment options only.
- Fees may be lower; however, this will depend usually upon where the funds are invested and the costs of running the SMSF.
- SMSFs may perform better than industry and retail funds. The Trustee may be able to make quick changes to the investment portfolio if investment conditions change.
- A SMSF may have greater flexibility in establishing and managing pensions. It may give you the ability to transfer personally owned listed securities and business real property directly into the Fund. It has the ability to own business real property that may, in appropriate circumstances and conditions in superannuation law, be rented for your business.
- A SMSF may be able to borrow money to purchase real estate or shares where the security is limited to the single asset being acquired, subject to certain conditions in superannuation law.
- A SMSF has estate planning benefits by allowing family members to combine their assets in the Fund to grow for retirement.
- The SMSF provides retirement benefits usually in the form of lump sums or pensions and may provide income streams as a transition to your retirement.

4. RISKS OF SUPER

Benefits are not guaranteed and are dependent generally on investment returns.

All investments carry risk.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy.

Assets with the highest long-term returns may also carry the highest level of short-term risk.

The significant risks of SMSF investment are in summary:

- (a) the value of investments will vary;
- (b) the level of returns will vary, and future returns may differ from past returns;
- (c) returns are not guaranteed, and you may lose some or all of your money;
- (d) superannuation laws may change in the future including caps (limits) on how much may be contributed to the fund, and how much of the fund may be tax free;
- (e) the amount of your future superannuation savings (including contributions and returns) may not be enough to provide adequately for your retirement;
- (f) the level of risk for you will vary depending on a range of factors, including:
 - (i) age;
 - (ii) investment time frames;
 - (iii) where your other wealth is invested; and
 - (iv) your risk tolerance.

Other significant risks of joining a SMSF are in summary:

- (a) There is a risk of theft or fraud and there is no insurance that will cover you for theft or fraud.
- (b) Costs associated with running a SMSF with smaller account balances (for example less than \$200,000) can be significant and uncompetitive compared with other available super options.
- (c) Rates of tax on superannuation contributions and benefits may increase.
- (d) If the Fund has a variety of transactions and types of investments, the costs can be relatively higher than a public super fund due to their economies of scale.
- (e) If you have money in a fund now and plan to transfer that money to this Fund then, if you have existing life insurance in that fund, you may not be able to obtain life insurance at comparable rates outside the Fund or inside it.

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More information can be obtained from the ATO website and from your professional adviser.

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The Trustee of the SMSF will invest your money. The rules of the Fund permit a very broad range of investments and no particular investment option is offered. The Trustee must determine an investment strategy and should obtain professional advice for that purpose. The investment strategy must be reviewed regularly and revised if necessary and the Trustee must consider whether a contract of insurance, Insuring a Member should be held by the Trustees.

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- (a) The likely investment return; and**
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DID YOU KNOW?

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For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100 000 to \$80 000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

Your employer may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

As there are no investment options set out in the rules of the SMSF there are no costs or fees detailed here with respect to investment options.

Initial set-up costs will include the costs of the trust deed and initial documentation. As a Trustee or as a director of a corporate Trustee, you will be aware of the costs for your Fund. The Trustees will also need accounting and relevant professional advice. You will be aware of these initial costs as you are a Trustee or a director of a corporate Trustee.

There will also be annual ongoing costs (which are likely to increase each year) such as the ATO supervisory levy of \$259 yearly costs for existing funds from 1 July 2018) accountancy fees to prepare financial accounts, audit fees, preparation and lodgement of annual taxation returns, tax advice and transaction costs on brokerage.

No fees and costs are charged by the Trustee for its services, however, where others are engaged to carry out work, such as accountants, financial planners and solicitors (and commissions on investments) then those costs are payable by the Trustee from the Fund and are usually debited to member accounts on a proportionate basis unless, for example, a particular amount is payable owing to a particular investment that has been made as requested by a particular member and for that member only.

Fees and costs of investments are available from the Trustee when an investment has been determined. They are usually set out in a PDS relating to the proposed investment.

WARNING

Additional fees may be paid to a financial adviser if a financial adviser is consulted.

If a financial adviser is consulted, please refer to the Statement of Advice given to the Trustee in which details of the fees applicable should be set out.

7. HOW SUPER IS TAXED

The ATO website has information on the taxation of superannuation. A brief summary of significant tax information is set out below, however, you should always seek taxation advice from a professional adviser. The Trustee is generally responsible for paying or withholding tax to the ATO.

Tax on Contributions

When a contribution is made that is tax deductible (a concessional contribution) to the contributor, who may for example be you (if you are self-employed) or your employer (if you are an employee) then tax at 15% is payable from your Member account by the Trustees and this is usually paid quarterly to the ATO and will be included as assessable income of the SMSF.

Division 293 tax is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are greater than the Division 293 threshold, which as from 1 July 2017 is \$250,000. It is charged at an additional 15% i.e. a total of 30% on the tax deductible contributions.

Tax on Excess Contributions

WARNING

There will be taxation consequences if the contribution caps applicable to superannuation are exceeded. Professional advice should be obtained by you before contributing to the Fund.

Contribution caps are legal maximum limits on the amount of contributions that may be made by you and others for you that are taxed at a lower rate.

Contributions in excess of the respective caps may be taxed at higher rates. The amount of tax you pay on the excess amount depends on which cap you exceed. There may be other requirements or penalties imposed by the ATO if you exceed these limits.

Tax on Fund Earnings

When the Fund earns income on its investments it must pay tax to the ATO. The rate is usually a maximum rate of 15% on these earnings and your account will be debited with the tax on the earnings on your interest in the Fund. These are usually paid quarterly and annually as appropriate by the Trustee from your Member account. If you commence certain types of pensions, tax may or may not be payable on the investment income arising from assets used to support a pension depending on a number of different factors. Professional advice should be obtained.

Tax on Withdrawal of Benefits

If you withdraw money from the Fund as a lump sum or a pension, the amount may be tax free or tax may be payable.

To determine if your super withdrawal will be taxed, you need to know:

- Your preservation age and the age you will be when you get the payment;
- Whether the money in your super account is tax-free or taxable; and
- Whether you will receive the payment as an income stream or lump sum.

Super money that is tax-free when withdrawn is known as the 'tax-free component' of your super. Super money that is taxable when withdrawn is known as the 'taxable component' of your super.

The taxable component may consist of a taxed element and/or an untaxed element, depending on whether the benefit is paid from a taxed or untaxed source. Your super fund can tell you how much of the money in your super account is tax-free or taxable; and professional advice should be obtained.

Whether the money in your super account is tax-free or taxable when you withdraw it generally depends on the type of contributions that have been made and whether tax has been paid on it.

Non-concessional (after-tax) contributions, those made from your income after you paid tax on your income, are tax-free when withdrawn from your super account. Generally, personal contributions that you made from your after-tax income, unless you have claimed a tax deduction for them, are part of the tax-free component of super.

Concessional (before-tax) contributions, those made from your income before you paid tax on your income, are taxable when withdrawn from your super account. These types of contributions include:

- the super contributions that your employer must make for you;
- money that you salary sacrifice into super;
- super contributions that you were allowed to claim a tax deduction for.

For comprehensive tax tables, see the ATO website or obtain professional advice.

Tax File Number

WARNING

You must provide your tax file number to the Trustee as part of joining the self-managed superannuation fund.

If a Member does not give their TFN to the Trustee: -

- the Trustee cannot accept any Member contributions or contributions made by your spouse on your behalf without your TFN;
- any Member entitled to superannuation co-contributions may miss out; and
- the Trustee will have to pay additional income tax (called "TFN contributions tax") on some types of contributions made on that Member's behalf;
- the Trustee must return all Member contributions to the person or entity who paid them within 30 days of becoming aware that the Trustee should not have accepted those contributions unless it receives the TFN within that time period.

8. INSURANCE IN YOUR SUPER

Speak to the Trustee if you desire insurance and the Trustee should seek professional advice. The Trustee may offer and effect insurance for Members. If insurance is offered, the details are below.

(If nothing is added below, the Trustee does not intend to offer insurance to Members.)

9. HOW TO OPEN AN ACCOUNT

You join the fund by signing the application for membership and giving that to the Trustee. Contributions must be paid to the Trustee to commence your membership. There is no cooling-off period applicable to joining the Fund.

You may make a complaint in writing or verbally to the Trustee whose contact details are shown on this PDS. Redress is via the Courts if the issue cannot be resolved.

10. LABOUR STANDARDS, ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

The Trustee will inform you if labour standards or environmental, social or ethical considerations are or will be taken into account when the Trustee selects, retains or realises an investment. **Unless you are notified otherwise, the Trustee does not take any such considerations into account, however, the Trustee may incorporate those things into their investment strategy.**

(If nothing is added here, these are not taken into account – see paragraph 5.)

Trustee declaration

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

- ① We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

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

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

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

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

You must also complete the declaration if you:

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

Understanding your obligations

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

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

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

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

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

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

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

What should you do with the declaration?

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

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

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Published by

Australian Taxation Office
Canberra
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

Hold Fast SMSF

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

Renee Elizabeth Thompson

Trustee's or director's signature




Date 22 March 2023

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

Bernadine Nel


Witness' signature



Date 22 March 2023

Trustee declaration

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Canberra
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DE-35147



Self-managed super fund trustee declaration

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

Fund name

Hold Fast SMSF

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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

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- 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
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- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
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- 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

Tristan Robert Thompson

Trustee's or director's signature



Date 22 March 2023

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

Bernadine Nel

Witness' signature



Date 22 March 2023



SMSF ESTABLISHMENT DEED

HOLD FAST SMSF

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Without limiting the above, we offer a mechanism by which our clients may seek and obtain varying levels of legal advice from a legal services provider in relation to this document. Any advice sought via this mechanism will be subject to the legal service provider's terms and conditions, and we are not responsible for the provision of any such advice. Any such legal advice that has been provided will be confirmed in a separate legal scope statement provided with this document.

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Trust Deed of Hold Fast SMSF

Party

This Deed is made by the Trustee referred to in the Schedule (the “Trustee”).

Background

- A. The Trustee wishes to establish a self managed superannuation fund for the provision of superannuation benefits for those persons who become Members and their Dependants.
- B. It is intended by this Deed to establish a self managed superannuation fund known by the name referred to in the Schedule (**‘the Fund’**).
- C. The Trustee has agreed to act as the first trustee of the Fund.
- D. The fund is to be maintained as a Complying Self Managed Superannuation Fund.

Operative Provisions

1. Name of the Fund

The fund is to be known by the name referred to in the Schedule.

2. Definitions

Words or terms capitalised in this Deed have the meaning given to them in the Rules.

3. Establishment of the Fund

- 3.1 The Fund is established on the Date of this Deed referred to in the Schedule.
- 3.2 The Trustee named in the Schedule is the first trustee of the Fund.
- 3.3 Each person named as a Member in the Schedule will be an initial member of the Fund.
- 3.4 The Fund will be managed, administered and applied in accordance with this Deed, the Rules of the Fund and the Relevant Law.

4. Fund vested in Trustee

The Fund will be vested in the Trustee in accordance with this Deed, the Rules of the Fund and subject to the Relevant Law.

5. Regulated Superannuation Fund

- 5.1 After execution of this Deed, the Trustee must make an election under section 19(4) SIS Act to become a Regulated Superannuation Fund.
- 5.2 Either:
 - 5.2.1 the Trustee will be the sole trustee that is a Constitutional Corporation; or

5.2.2 the sole or primary purpose of the Fund will be the provision of Old-Age Pensions.

6. Complying Self Managed Superannuation Fund

The Trustee will do all things as may be necessary to establish and maintain the Fund as a Complying Self Managed Superannuation Fund.

7. The Rules of the Fund

The Rules of the Fund are those rules attached to this Deed and any amendment of or replacement of those rules or any other rule deemed by the SIS Act to be a governing rule of the Fund.

Schedule

Date of this Deed: 22 March 2023

Name of Fund: Hold Fast SMSF

Trustee: CLAF Pty Ltd - ACN 666 698 031 of C/-
Herron Accountants UNIT 1 48 FLINDERS PDE,
NORTH LAKES, QLD 4509

Member: Tristan Robert Thompson and Renee Elizabeth Thompson of
2 BOUGHENS RD, ILKLEY, QLD 4554

Governing Law: Queensland

Hold Fast SMSF

Executed as a Deed

The Trustee

EXECUTED by

CLAF Pty Ltd

ACN: 666698031

in accordance with subsection 127(1)
of the Corporations Act 2001



Director

Tristan Robert Thompson

Dated: 22 March 2023



Director

Renee Elizabeth Thompson

Dated: 22 March 2023

The Rules of the Fund

1. Purpose of the Fund – Core and Ancillary Purposes

1.1 The Fund is to be maintained:

1.1.1 solely for one or more Core Purposes; or

1.1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

1.2 Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

2. Trustee

2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals if the sole or primary purpose of the Fund is the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner complying with the Relevant Law including action relating to the filling of vacancies in accordance with **Rule 2** and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other applicable provisions of the Rules may, at any time by deed or written resolution, remove from office any Trustee and shall have the right at any time by deed or written resolution to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding **Rule 2.2.1** and subject to the Relevant Law:

(a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and

(b) a Legal Personal Representative appointed as Trustee by reason of **Rule 2.2.7(a)** or **Rule 14.9.1(a)(ii)** shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee, unless removal is required to facilitate the death benefit payment.

2.2.3 An individual or Corporate Trustee shall only be appointed as Trustee if that individual or Corporate Trustee has first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of the Corporate Trustee.

- 2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:
- (a) agree in writing to be bound by the Deed and the Rules; and
 - (b) sign a trustee declaration in a form approved by the Regulator under section 104A SIS Act, (or otherwise as may be permitted by the Regulator) among other matters, acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund.
- 2.2.5 A Trustee will continue to hold office until:
- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
 - (b) if an individual, the Trustee dies;
 - (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
 - (d) the Trustee is a Disqualified Person;
 - (e) the Fund would fail to satisfy the definition of a self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
 - (f) subject to the Relevant Law, the Fund's status as a complying self managed superannuation fund would be jeopardised or altered if the Trustee continued to hold office;
 - (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
 - (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.
- 2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee subject to **Rule 14.9.1(a)**. There shall be no obligation to fill any vacancy, unless required by the Relevant Law, if there is at least one Trustee or one director of a Corporate Trustee.
- 2.2.7 Despite **Rule 2.2.6** and having regard to the requirements of **Rule 14.9.1(a)(ii)** and subject to **Rule 2.2.8**:
- (a) Where a Member dies (and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member) the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee as soon as practicable and within six (6) months from the date of the Member's death until not later than the date that the

death benefits in respect of that Member commence to be payable by the Fund in accordance with section 17A(3) SIS Act;

- (b) where a Member who is a Trustee or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Member shall replace that Trustee or director;
- (c) notwithstanding **Rule 2.2.7(a)** and **Rule 2.2.7(b)**, if there is more than one Legal Personal Representative of the Member, the continuing Trustees may appoint all of them and otherwise determine which of the Legal Personal Representatives must be appointed as Trustee;
- (d) A Corporate Trustee must ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

2.2.8 **Rule 2.2.7** does not apply:

- (a) if a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Member who has died or is under a legal disability;
- (b) if a Legal Personal Representative of a Member who has died or is under a legal disability does not consent to appointment as a Trustee or a director of a Corporate Trustee.

2.2.9 Any requirement under State Trust Law that:

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded to the extent not prohibited by that State Trust Law; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being excluded by these Rules is expressly excluded if the Fund complies with the Relevant Law.

2.2.10 If no person has the power under **Rule 2.2** to appoint or remove a Trustee, then the Legal Personal Representative of the last person who was a Trustee may exercise that power by deed.

2.3 Transfer of Assets

2.3.1 If a Trustee's office terminates, the outgoing Trustee or their Legal Personal Representative must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.

- 2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as are necessary to ensure that the assets of the Fund are transferred to or in the control of the Trustee.

2.4 Trustee Meetings

- 2.4.1 Any individual Trustee may at any time convene a Trustee meeting by notice to the other Trustee.
- 2.4.2 A Trustee meeting may be held in person or by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- 2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- 2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

2.5 Decisions of Trustees

- 2.5.1 Subject to compliance with **Rule 2.5.5**, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under **Rule 3** and the Relevant Law.
- 2.5.2 If there is more than one Legal Personal Representative or parent or guardian of a Member appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees must jointly vote for the purposes of any meeting and resolution.
- 2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member, subject to **Rule 2.5.2**.
- 2.5.4 If the Trustees are individuals (and unless all the Trustees otherwise agree in writing) each individual Trustee is entitled to cast the number of votes nearest to the number of whole dollars (ignoring cents) of that Member's Account the Trustee represents and any amounts in Reserve (if there is a Reserve) that an actuary has determined might be transferred to the Member's Account to pay a pension, but no less than one vote each.
- 2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to **Rule 14.9.7** in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member, if there is one.

2.6 Written Resolutions

Despite **Rule 2.5.4**, a resolution in writing signed by a majority of the Trustees will:

2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and

2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

2.7 Conflict of Interest

2.7.1 A Trustee or any director, employee, delegate, agent or other officer of the Trustee may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.

2.7.2 Every Trustee must disclose their interest to the other Trustees and all declarations must be recorded, in the minutes of the relevant Trustees' meeting or noted in a written resolution made in accordance with **Rule 2.6** or otherwise recorded in a manner accepted by the Trustees.

2.7.3 The failure by a Trustee to make disclosure under this **Rule 2.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.

2.7.4 A Trustee or a director of a Corporate Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

2.8 Validity of Acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently found that there was a defect in the appointment of a Trustee or in the appointment of a Corporate Trustee or if the individual Trustee or director was or becomes a Disqualified Person.

2.9 Constituent documents of a Corporate Trustee

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

3. Covenants of Trustees

3.1 Subject to section 52B SIS Act, each Trustee covenants:

3.1.1 to act honestly in all matters concerning the Fund;

3.1.2 to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;

3.1.3 to perform the Trustee's duties and exercise the Trustee's powers in the best financial interests of the Beneficiaries;

- 3.1.4 to keep the money and other assets of the Fund separate from any money and assets:
 - (a) that are held by the Trustee personally; and
 - (b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
 - 3.1.5 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;
 - 3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected cash flow requirements;
 - (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (c) the liquidity of the Fund's investments, having regard to its expected cash flow requirements;
 - (d) the ability of the Fund to discharge its existing and prospective liabilities;
 - 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and 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;
 - 3.1.8 to allow a Beneficiary of the Fund access to any prescribed information or any prescribed documents.
- 3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in **Rule 3.1**. A reference to reasonable degree of care and diligence is a reference to the degree of care and diligence that a reasonable person in the position of director of the Corporate Trustee would exercise in the circumstances.

4. Trustee's Powers

4.1 All Powers

The Trustee will have all the powers of a natural person. Without limitation, the Trustee will have the powers enumerated in this Rule and power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and prudent manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including the power of:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** opening and operating, by any means including electronically, any account of any description with any financial institution and making regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- 4.1.5 **Legal proceedings:** instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a Benefit from the Fund and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** varying or realising an investment of any part of the Fund at any time and reinvesting money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** conducting and terminating any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** engaging and paying remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustee determines and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;

- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members, or other persons entitled in respect of the Fund;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;
- 4.1.17 **Allocation of insurance premiums and proceeds:** subject to Relevant Law, entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
- 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
- 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
- 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
- 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
- 4.1.23 **Irrevocable election:** irrevocably electing that the Fund become a Regulated Superannuation Fund.

4.2 Absolute Discretion

4.2.1 Except as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, has an absolute and unfettered discretion, and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under the Deed, the Rules and the Relevant Law.

4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member if any such action does not cause a breach of the Relevant Law.

4.3 Delegation and Appointment of Attorney by Trustee and Appointment of Custodian

4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and execute any powers of attorney or other instruments necessary to effect such a delegation.

4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by the Relevant Law. Any such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.

4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title of any asset acquired or to be acquired by the Trustee on such terms as the Trustee thinks fit.

4.4 Remuneration of the Trustee

4.4.1 The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee unless permitted under the Relevant Law.

4.4.2 Subject to the Relevant Law, nothing in this Deed or the Rules will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the Corporations Act) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

4.5 Inquiries and Complaints

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

4.6 Dependants and Other Beneficiaries

The Trustee may exercise all its powers under the Deed, the Rules and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of the Rules and any direction of the Trustee in relation to the payment of any Benefit.

4.7 Indemnity

4.7.1 Limitation

Subject to **Rules 4.7.2** and **4.7.3**, no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:-

- (a) Any Detriment arising from reliance on professional advice; or
- (b) Any Detriment arising from the failure of an investment; or
- (c) Any Detriment consequent upon the Trustee complying with Relevant Law, despite the Trustee's action or inaction being a breach of this Deed.

4.7.2 Exception

Rule 4.7.1 does not apply:

- (a) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
- (b) to the extent that it is inconsistent with Relevant Law.

4.7.3 Indemnity

The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in **Rule 4.7.1** and subject to **Rule 4.7.2** to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Relevant Law.

4.7.4 Payment and reimbursement

- (a) Subject to the Relevant Law, the Trustee and, if the Trustee is a corporation, its directors and officers, may recover from the Fund amounts required:
 - (i) to meet the indemnities referred to above; and
 - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (b) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Relevant Law, the Trustee or, if the

Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

4.8 Release

Subject to Relevant Law, the Trustee (and in the case of a Corporate Trustee, each director) is released from all liabilities, losses, costs and expenses incurred in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

4.9 Limited Indemnity and Release

Nothing in the Deed has the effect of indemnifying or releasing the Trustee (and in the case of a Corporate Trustee, its director) in respect of any liability:

4.9.1 for a breach of trust, where the Trustee fails to act honestly, or fails intentionally or recklessly to exercise, the degree of care and diligence that the Trustee was required to exercise; or

4.9.2 for a monetary penalty under a civil penalty order.

4.10 Confidentiality

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependents and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

5. Membership

5.1 Admission

The Trustee may in its absolute discretion admit to membership of the Fund any person that the Trustee regards as eligible for membership with effect from such date, whether retrospective or prospective, as the Trustee determines. The Trustee may require an application for membership in such form as the Trustee accepts and or that the person enter into a written agreement with the Trustee imposing special conditions in respect of membership.

5.2 Bound by the Deed and the Rules

Every person admitted to membership of the Fund becomes a Member and is bound by the Deed and the Rules.

5.3 Variation of Membership Terms

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and Benefits payable to or in respect of the Member.

5.4 Information to Members

The Trustee must, as soon as practicable after the admission of a Member, and/or at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law.

5.5 Information from Members

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary for the Trustee to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if the Member or Dependant fails to comply with any Trustee request for this purpose.

5.5.2 If the Trustee's first request is not complied with within six (6) months, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

5.6 Person to Receive a Reversionary Pension

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

5.7 Cessation of Membership

Subject to Relevant Law, a person ceases to be a Member of the Fund:

5.7.1 if the Member dies, when all their Superannuation Entitlements in the Fund have been paid, applied or transferred from the Fund;

5.7.2 when all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

5.7.3 when a transfer of the balance of their Member Account is made to an Eligible Fund;

5.7.4 when the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;

5.7.5 when the Member has a nil balance in the Fund and the Trustee determines that the Member is not to continue to be recognised as a member of the Fund;

5.7.6 when the Trustee otherwise reasonably determines.

Subject to the Relevant Law, a person who ceases to be a Member may continue to act as a Trustee (or director of a Corporate Trustee) if they are or were appointed by another Member.

5.8 Closure of Membership

To permit the Fund to qualify or to continue to qualify for a duty exemption or nominal or concessional assessment of duty under the laws of any State or Territory on the transfer of an asset to the Fund in respect of an asset acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

6. Contributions to the Fund

6.1 Acceptance of Contributions

The Trustee subject to the Relevant Law:

6.1.1 may accept contributions in respect of a Member including, without limitation:

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any downsizer contributions as defined and provided in the Relevant Law;

6.1.2 must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

6.2 Form of Contributions

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under **Rule 7.4** to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under **Rule 5.8**.

6.3 Splittable Contributions

Subject to the Relevant Law, the Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person.

6.4 Contribution Repayment or Release

- 6.4.1 The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law.
- 6.4.2 Subject to the Relevant Law, the Trustee may repay a contribution if the Trustee is satisfied that it was paid to the Trustee by mistake.
- 6.4.3 The Trustee must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustee may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.
- 6.4.4 If excess contributions are received by the Fund and the Trustee receives a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

7. Investments

7.1 Investment Strategy

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of the Relevant Law.

7.2 Authorised Investments

- 7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment the Trustee considers appropriate, all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.
- 7.2.2 Without limiting **Rule 7.2.1**, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;
- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and

- (o) any other investment the Trustee considers appropriate.

7.3 Power to Sell and Vary Investments

The Trustee may sell or otherwise dispose of any investments and may vary and transpose any investments into other investments permitted by the Rules.

7.4 Assets Specific to a Member

7.4.1 The Trustee, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Fund and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Despite anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred from the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or concessional or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustee.

7.5 Restrictions on Member Contributed Property.

7.5.1 Despite any other provision in the Rules to the contrary, and subject to the passing of a resolution by the Trustee that this Rule (and any variation of this Rule), applies if the Trustee acquires Member Contributed Property:

- (a) either:
 - (i) the Transferor of the Member Contributed Property must be the only Member (or Members) of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
 - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor as Member; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor(s) as Member(s); and
- (c) the Member Contributed Property:

- (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund (or if there is more than one, each of them in the same proportions as that property was held before the transfer); 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 Property.
- (d) The Trustee must not do or fail to do anything, including the amendment or deletion of this **Rule 7.5**, at any time, if doing so would result in the Trustee (or any custodian trustee of that property for the Trustee of the Fund) not obtaining or not being entitled to obtain or retain the benefit of any exemption or concession that would otherwise apply or continue to apply in respect of the transfer of the Member Contributed Property.

7.6 Gifts and Distributions

- 7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.
- 7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

7.7 Investment Income

The Trustee must, to the extent required by the Relevant Law, at the Review Date:

- 7.7.1 value all of the assets of the Fund; and
- 7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

7.8 Fund Earning Rate

At the Review Date, the Trustee must determine the rate or amount at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and Reserves established by the Trustee, having regard to:

- 7.8.1 the amount of income for the Financial Year ending on the relevant Review Date;
- 7.8.2 the amount of income expected for the subsequent Financial Year;
- 7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;
- 7.8.4 the amount of Taxes, costs and other liabilities of the Fund;
- 7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

7.9 Interim Fund Earning Rate

During a Financial Year, the Trustee may determine an interim rate or amount at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

8. Borrowing - section 67A and 67B of the SIS Act Arrangements

8.1 Borrowing

8.1.1 The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any financial accommodation, if the Relevant Law permits.

8.1.2 Subject to the Relevant Law, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respect as the Trustee thinks fit, and:

- (a) any money raised by the Trustee will form part of the Fund; and
- (b) interest payable on such borrowings as referred to in this **Rule 8.1** is a proper outgoing of the Fund.

8.2 Limited Recourse Borrowing

The Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A and 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:

- 8.2.1 borrow money;
- 8.2.2 maintain an existing borrowing of money;
- 8.2.3 assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
- 8.2.4 enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
- 8.2.5 pay the expenses incurred in any such borrowing from the borrowed money;
- 8.2.6 refinance or vary the terms of a borrowing; and
- 8.2.7 do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

8.3 Loan Applications & Conditions

The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

8.4 Asset Title

If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Relevant Law, to be held for the Trustee in its capacity as trustee of the Fund.

9. Estate Planning

9.1 Non-Binding Death Benefit Nomination

9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death ('**Non-Binding Death Benefit Nomination**')

9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.

9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time by providing the Trustee a written revocation of the Non-Binding Death Benefit Nomination or a written variation or a new Non-Binding Death Benefit Nomination.

9.2 Binding Death Benefit Nomination

9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustee after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the Beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions ('**Binding Death Benefit Nomination**').

9.2.2 A Member may:

- (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
- (b) elect that all or some (as specified by the Member in the Binding Death Benefit Nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.

9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.

9.2.4 A Binding Death Benefit Nomination may:

- (a) be lapsing or non-lapsing as to the whole or part;
- (b) specify a period, event or date after which a direction is to be no longer binding but is to otherwise remain valid;
- (c) specify a period, event or date after which it lapses as to the whole or part;
- (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
- (e) specify the type, amount and proportion of different components of Benefit to be paid;
- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) specify whether or not the Binding Death Benefit Nomination revokes or replaces a previous Member Directed Superannuation Benefit Plan;
- (h) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member;
- (i) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
 - (i) the marriage, separation, divorce or death of a Beneficiary;
 - (ii) the marriage, separation, divorce of the Member;
 - (iii) where a Beneficiary consents;
- (j) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's death benefit dependant as defined by section 302-195 of the Tax Act.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975* (Cth) or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this **Rule 9.2**, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to the rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

9.3 Member Directed Superannuation Benefit Plan

9.3.1 The Trustee and a Member may enter into an agreement in writing about the payment of a Benefit to Beneficiaries upon the Member's death and which includes terms and conditions of the type set out in **Rule 9.2.4**. ('**Member Directed Superannuation Benefit Plan**').

9.3.2 The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between the Member and the Trustee and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination by the Member unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this **Rule 9.3**;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made by the Member and the Trustee;
- (c) any previous Binding Death Benefit Nomination given by the Member is to be treated as not in effect for the purposes of **Rule 9.2** and **Rule 14.9.3**;
- (d) subject to the Relevant Law, the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of a Member Directed Superannuation Benefit Plan is invalid because a Beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with **Rule 14.9.7**.

9.3.3 A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

9.4 Reversionary Pension

Subject to the Relevant Law and **Rule 9.5.2**, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent rule contained in prior rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

9.5 Consistency of Estate Planning

9.5.1 The Trustee and Member must use their best endeavours to ensure that there is consistency as between all of:

- (a) a Non-Binding Death Benefit Nomination (**Rule 9.1**);
- (b) a Binding Death Benefit Nomination (**Rule 9.2**);
- (c) a Member Directed Superannuation Benefit Plan (**Rule 9.3**); and
- (d) the terms and conditions of any pension (**Rule 9.4** and **Rule 14.5**);

made by or in place for a Member and the Trustee must notify the Member if there is an apparent inconsistency.

- 9.5.2 Subject to the Relevant Law and despite **Rule 9.5** and **Rule 9.2.4(g)**, if in the Trustee's opinion, there is any inconsistency between the terms of a pension, a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in any relevant prior rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is dated or was signed on the most recent date is to prevail to the extent of the inconsistency.

10. Fund Accounts

10.1 Fund Accounts

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

10.2 Member Accounts

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;
- 10.2.4 identifying particular assets which are funding a Member's pension;
- 10.2.5 enabling Members to have one or more pensions; and
- 10.2.6 any other purpose as the Trustee considers appropriate.

10.3 Crediting and Debiting Member Accounts

The Trustee may credit or debit (as the case may be) each Member's Accounts with:

- 10.3.1 contributions received from the Member or for the benefit of the Member;
- 10.3.2 income or losses of the Fund as determined by the Trustee;
- 10.3.3 amounts transferred to or from a Reserve of the Fund;
- 10.3.4 amounts transferred to or from an Eligible Fund;
- 10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;
- 10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Cth) (Part VIII B)*;

- 10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;
- 10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;
- 10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;
- 10.3.10 any premiums and other expenses of any insurance policies in respect of the Member;
- 10.3.11 any proceeds of insurance effected for the benefit of the Member;
- 10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and
- 10.3.13 any other amounts that the Trustee considers appropriate.

10.4 Reserves

The Trustee may establish and maintain the following reserve accounts:

- 10.4.1 a reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;
- 10.4.2 a taxation reserve for making provision for any existing or prospective liability for Taxes or any other liability;
- 10.4.3 such reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and
- 10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

11. Fund Expenses, Taxation and Insurance

11.1 Expenses

- 11.1.1 Except as otherwise provided, all expenses relating to the establishment, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- 11.1.2 The Trustee may debit Member Accounts, Reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

11.2 Taxes

- 11.2.1 The Trustee must pay all Taxes assessed to the Fund.
- 11.2.2 The Trustee may deduct from a Member's Account, a Reserve or any other Account any Taxes referable to:
 - (a) contributions made to the Fund for the benefit of a Member;
 - (b) earnings attributed to a Member's Account;
 - (c) any Benefit from which the Trustee considers Taxes may be payable.
- 11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with **Rule 6.4**.
- 11.2.4 Subject to the Relevant Law, the Trustee may allocate any refund of Taxes to a Member's Account, Reserve or other Account.

11.3 Insurance

- 11.3.1 The Trustee may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the Relevant Law.
- 11.3.2 If permitted by the Relevant Law, the Trustee may self insure. For clarity, the Trustee may elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer.
- 11.3.3 The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the SIS Regulations for death, terminal medical condition, permanent incapacity or temporary incapacity.
- 11.3.4 The Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- 11.3.5 No Member nor their Legal Personal Representative nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- 11.3.6 If a Benefit would ordinarily include an insured component under an insurance policy (for example a benefit payable on the Member's death or disablement): but
 - (a) no amount is paid under that policy; or
 - (b) the amount paid under the policy is less than the amount that would ordinarily be payable:

the amount payable to the Member may be adjusted accordingly.

11.3.7 This Rule is:

- (a) for the protection of the Trustee and the Fund; and
- (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

11.3.8 Where under any prior rules governing the Fund provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard, subject to the Relevant Law.

11.3.9 The Trustee, in their absolute discretion, may vary the policies, subject to the Relevant Law.

12. Records and Reports

12.1 Records and Accounts to be kept

The Trustee must in such manner and form and at such time as required by the Relevant Law:

- 12.1.1 keep appropriate minutes of meetings;
- 12.1.2 keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;
- 12.1.3 collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;
- 12.1.4 keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;
- 12.1.5 make suitable arrangements for the custody of documents relating to the investments of the Fund;
- 12.1.6 details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Part VIIIIB of the *Family Law Act 1975 (Cth)*; and
- 12.1.7 prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

12.2 Audit

The Trustee must appoint an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

12.3 Inspection of records

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

12.4 Report to Regulator

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

13. Transfers of Benefits

13.1 Transfers within the Fund

The Trustee with the consent of the Member when required by the Relevant Law, may pay or transfer in the form, money or assets of the Fund or a combination of both, all or part of the Member's interest or entitlement in the Fund to another Member's Account provided that:

- 13.1.1 the payment or transfer is not prohibited by the Relevant Law;
- 13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and
- 13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

13.2 Transfers to Other Funds

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to Benefits in the Fund on terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented to by the Member and the Member shall be deemed to have consented to such payment or transfer; and

such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

13.3 Benefits Cease

If a payment or transfer is made under **Rule 13.2**:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those Benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and

- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

13.4 Transfers from Other Funds

- 13.4.1 Upon a Member's request, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:

- (a) on such terms and conditions imposed by the Eligible Fund;
- (b) on such terms and conditions determined by the Trustee; and
- (c) which is not prohibited by the Relevant Law.

- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:

- (a) if the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
- (b) to extent required by the Relevant Law.

- 13.4.3 Subject to the requirements of this **Rule 13.4** and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this **Rule 13.4**.

13.5 Transfers from UK Registered Pension Schemes

- 13.5.1 Despite **Rule 14**, this **Rule 13.5** only applies if any Recognised Transfer Amounts have been accepted and are held by the Trustee pursuant to **Rule 13.4** from a registered pension scheme in the United Kingdom.

- 13.5.2 Subject to this **Rule 13.5**, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations and the Trustee must not pay a Benefit sourced from a Recognised Transfer Amount to a Member until that time.

- 13.5.3 If a Recognised Transfer Amount is held by the Trustee, this **Rule 13.5** may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements.

- 13.5.4 A Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with **Rule 13.2** only where the provisions governing the Eligible Fund contain provisions to the same effect as this **Rule 13.5** in respect of a Recognised Transfer Amount.

- 13.5.5 If a Recognised Transfer Amount is held by the Trustee, the Trustee must do all necessary things to comply with the QROPS Requirements.

14. Benefits

14.1 When Payable

14.1.1 Subject to the Relevant Law and these Rules, a Benefit may be paid when:

- (a) the Member has reached the Preservation Age;
- (b) the Member has reached the Retirement Age;
- (c) the Member has ceased to be Gainfully Employed;
- (d) the Member suffers Temporary Incapacity; or
- (e) the Member suffers Permanent Incapacity.
- (f) the Member suffers from a Terminal Medical Condition;
- (g) the Member has died;
- (h) there are compassionate grounds;
- (i) a First Home Super Saver Scheme benefit as provided in the Relevant Law is permitted; or
- (j) such other events or circumstance allow a Benefit to be paid.

14.1.2 A Benefit must be paid by the Trustee if required under the Relevant Law.

14.2 Method of Payment

14.2.1 A Benefit may be paid:

- (a) in a lump sum;
- (b) by way of one or more pensions;
- (c) by an in specie transfer of assets of the Fund;
- (d) in any other way permitted by the Relevant Law; or
- (e) as a combination of any of the above.

14.2.2 The Trustee may pay the whole or part of a Benefit by the payment or transfer of money or assets of the Fund but must pay a Benefit in a particular way if required by the Relevant Law.

14.3 Payment Conditions

14.3.1 The Trustee may impose any reasonable conditions regarding payment of Benefits, such as requiring a Member or the Member's Legal Personal Representative to produce evidence of entitlement.

14.3.2 A Benefit must not be paid if doing so would result in the Fund not complying with the Relevant Law.

14.4 Lump Sum

- 14.4.1 The Trustee may, at its discretion, pay a part of or all of a Benefit as a lump sum if requested by a Member.
- 14.4.2 The lump sum Benefit may be paid:
- (a) in money as a single payment or in instalments; or
 - (b) by an in specie transfer of assets of the Fund of equivalent value, with the value determined on an arms' length basis at the date of transfer.
- 14.4.3 Subject to **Rule 14.4.4**, the amount of any lump sum Benefit must not:
- (a) exceed the balance of the Member's Accounts; or
 - (b) be less than any amount required under the Relevant Law.
- 14.4.4 Subject to the Trustee's discretion, in addition to any lump sum Benefit paid under **Rule 14.4.2**, the Trustee may pay an amount from a Reserve of the Fund to a Member.

14.5 Pension

- 14.5.1 The Trustee may, at its discretion, pay part of or all of a Benefit as a pension if requested by a Member or if required by the Relevant Law.
- 14.5.2 Subject to the Relevant Law and **Rule 14.6**, a pension will be paid subject to the following:
- (a) payment shall be in such amounts and on such terms and conditions as agreed in writing by Trustee and the Member;
 - (b) a pension may include a nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
 - (c) a pension may be subject to or varied by a Binding Death Benefit Nomination made under **Rule 9.2** or Member Directed Superannuation Plan made under **Rule 9.3**;
 - (d) the Trustee with the consent of the Member may at any time vary the terms and conditions of a pension including a variation which adds, removes or replaces any nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
 - (e) a variation of a pension shall not create a new pension unless expressly provided otherwise in writing;
 - (f) the terms and conditions of a pension shall form part of the Rules.

14.6 Pension Conditions

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.

- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to **Rule 14.6.1** and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a Reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

14.7 **Resumption of a Ceased Pension**

Subject to the Relevant Law, if a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall recommence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

14.8 **Commutation**

- 14.8.1 The Trustee may, in its discretion, commute a part or the whole of a Benefit if requested by a Member however if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund to breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
 - (a) to pay a lump sum Benefit to the Member;
 - (b) to pay one or more pensions to the Member;
 - (c) be allocated to the Member's Accounts; or
 - (d) in any other way not prohibited by the Relevant Law.

14.9 **Death Benefits**

- 14.9.1 On the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:
 - (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:
 - (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
 - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;

- (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member;
 - (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
 - (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are death benefits dependants as defined in section 302-195 of the Tax Act.
- 14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under **Rule 9.1** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under **Rule 9.2** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under **Rule 9.3** or any equivalent Rule contained in any prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.5 The whole or part of a Member's Benefit payable on death that is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with **Rule 14.9.7** and **Rule 14.9.8**.
- 14.9.6 If there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan then **Rule 9.5.2** applies
- 14.9.7 Subject to **Rule 14.9.1(a)**, **Rule 14.9.3**, **Rule 14.9.4** and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:
- (a) one or more Dependants; or
 - (b) the Legal Personal Representative; or
 - (c) any other persons permitted by the Relevant Law; or
 - (d) a combination of any of the above.
- 14.9.8 Subject to **Rule 14.9.6**, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with **Rule 9.4**.
- 14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this **Rule 14.9**, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependants.

14.9.10 Any additional amount paid as contemplated in **Rule 14.9.9** will not form part of the Member's death benefit.

14.10 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependant:

14.10.1 fails to provide any information or to do anything contemplated by **Rule 5.5.1** or if provided is carelessly incorrect, or deliberately misleading; or

14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

14.11 Preserved Benefits

Nothing in the Rules requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

15. Family Law Splitting and Flagging

15.1 Complying with Agreements and Orders

15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* to the extent permitted or required by the Relevant Law.

15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIII B of the *Family Law Act 1975 (Cth)*. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.

15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.

15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* applying to that Benefit.

15.2 Information Request

Upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIII B of the *Family Law Act 1975 (Cth)* together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee, the Trustee will provide information about the superannuation interest in the prescribed form.

16. Termination of the Fund

16.1 Termination

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

- 16.1.1 the Trustee decides to terminate the Fund;
- 16.1.2 there are no Members in the Fund; or
- 16.1.3 if all the Members request the Trustee to terminate the Fund.

16.2 Application of Assets

Subject to the Relevant Law, the Trustee must apply the assets of the Fund, to the extent that there are sufficient assets to do so, in the following priority:

- 16.2.1 towards the costs of administering and winding up the Fund;
- 16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;
- 16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependants, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this **Rule 16.2** will be in full discharge of any claims in respect of the Fund.

17. Alteration of the Deed and Rules

17.1 Amendment

Subject to **Rule 17.2** and **Rule 17.3**, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules, provided that the amendment does not:

- 17.1.1 vary the main purpose of the Deed and Rules being:
 - (a) to establish a Regulated Superannuation Fund; and
 - (b) to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or
- 17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:
 - (a) the reduction is required due to Tax payable on income of the Fund;
 - (b) the reduction is required to enable compliance with the Relevant Law;
 - (c) the reduction is approved in writing by the affected Members; or
 - (d) the Regulator has approved the reduction in writing.

17.2 Amendment Restrictions

Notwithstanding **Rule 17.1** and subject to **Rule 17.3**, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

- 17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or
- 17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or
- 17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

17.3 Amendments requiring Consent of Members and Others

Notwithstanding **Rule 17.1**, no amendment of the Deed or the Rules shall be made by the Trustee except with the written consent of Members or, if a Member is unable to give written consent, with the written consent of the Legal Personal Representative of that Member, which would have the effect of:

- 17.3.1 amending **Rule 17.2** or **Rule 17.3**;
- 17.3.2 altering the existing terms and conditions of:
 - (a) a pension payable to the Member or their Dependants;
 - (b) a Binding Death Benefit Nomination made by the Member; or
 - (c) a Member Directed Superannuation Benefit Plan;
- 17.3.3 amending **Rule 13.5** if a Recognised Transfer Amount has been accepted by the Trustee and the amendment would result in the Fund failing to comply with the QROPS Requirements;
- 17.3.4 changing the restrictions contained in **Rule 7.5** during any period that the Trustee holds Member Contributed Property.

17.4 Amendments Subject to the Relevant Law

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

17.5 Trustee Act 1936 (SA)

The provisions of section 35B of the *Trustee Act 1936 (SA)* shall not apply.

18. Definitions

In the Deed and Rules unless the contrary intention appears:

- 18.1 **'Account'** means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;
- 18.2 **'Ancillary Purposes'** means those purposes that are defined in subsection 62(1)(b) of the SIS Act;
- 18.3 **'Asset Test Exempt Pension'** means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);
- 18.4 **'Auditor'** means an 'approved SMSF auditor' (as defined by subsection 10(1) of the SIS Act) appointed for the purposes of auditing the Fund;
- 18.5 **'Beneficiary'** includes Members and any person entitled at the relevant time to receive a payment from the Fund in respect of a Member and any other person who is a Beneficiary for the purposes of the SIS Act;
- 18.6 **'Benefit'** means the benefits payable or that may be payable to or for a Member or their Dependants or any other person under the Deed, Rules or the Relevant Law;
- 18.7 **'Complying Self Managed Superannuation Fund'** means a Fund that satisfies the requirements of section 42A of the SIS Act;
- 18.8 **'Constitutional Corporation'** means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);
- 18.9 **'Core Purposes'** means those purposes for which the Fund is established that are defined in subsection 62(1)(a) of the SIS Act;
- 18.10 **'Corporate Trustee'** means a body corporate (including a Constitutional Corporation) that is a trustee of the Fund;
- 18.11 **'Deed'** means the deed establishing the Fund and as amended;
- 18.12 **'Dependant'** has the meaning in subsection 10(1) of the SIS Act;
- 18.13 **'Disqualified Person'** has the same meaning as in section 120 of the SIS Act;
- 18.14 **'Eligible Fund'** means a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law;
- 18.15 **'Excess Contributions Tax'** means any tax imposed by reason of the Superannuation (Excess Concessional Contributions Tax) Act 2007 (Cth) or the Superannuation (Excess Non-Concessional Contributions Tax) Act 2006 (Cth) or successor legislation;
- 18.16 **'Financial Year'** means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;

- 18.17 **'Gainfully Employed'** means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;
- 18.18 **'Fund'** means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;
- 18.19 **'Individual Policy'**, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;
- 18.20 **'Legal Personal Representative'** in relation to a Member or a Trustee being an individual means a person who:
- 18.20.1 the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
 - 18.20.2 holds an enduring power of attorney granted by a Member or the Trustee; or
 - 18.20.3 has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;
- 18.21 **'Member'** means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:
- 18.21.1 the Legal Personal Representative of a Member under a legal disability; or
 - 18.21.2 a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;
- 18.22 **'Member Contributed Property'** means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;
- 18.23 **'Old-Age Pension'** means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;
- 18.24 **'Permanent Incapacity'** in relation to a Member, subject to the Relevant Law, has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;
- 18.25 **'Preservation Age'** means:

- 18.25.1 for a person born before 1 July 1960 – 55 years; or
 - 18.25.2 for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or
 - 18.25.3 for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or
 - 18.25.4 for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or
 - 18.25.5 for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or
 - 18.25.6 for a person born after 30 June 1964 – 60 years;
- 18.26 **'QROPS Requirements'** means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the UK Regulations;
- 18.27 **'Recognised Transfer Amount'** means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the UK Regulations;
- 18.28 **'Regulated Superannuation Fund'** has the same meaning as contained in section 19 of the SIS Act;
- 18.29 **'Regulator'** means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as described in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;
- 18.30 **'Relevant Law'** means:
- 18.30.1 the Superannuation Industry (Supervision) Act 1993 (Cth) ('SIS Act');
 - 18.30.2 the Income Tax Assessment Act 1997 (Cth) ('Tax Act');
 - 18.30.3 the Corporations Act 2001 (Cth) ('Corporations Act');
 - 18.30.4 any successor acts and all Regulations made pursuant to the above Acts including the Superannuation Industry (Supervision) Regulations 1994 (Cth) ('SIS Regulation');
 - 18.30.5 in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
 - 18.30.6 any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with or that the Trustee considers desirable to comply with in order for the Fund to be a regulated and complying superannuation fund;
- 18.31 **'Reserve'** has the meaning given to it by **Rule 10.4**;
- 18.32 **'Retirement Age'** means:
- 18.32.1 age 65; or

- 18.32.2 such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;
- 18.33 **'Review Date'** means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;
- 18.34 **'Rules'** means the rules of the Fund in this Deed.
- 18.35 **'Shortfall Component'** has the meaning given to that term in the Superannuation Guarantee (Administration) Act 1992 (Cth);
- 18.36 **'Splittable Contribution'** has the meaning given to that term in SIS Regulation 6.42;
- 18.37 **'State Trust Law'** means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act 1893 (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;
- 18.38 **'Superannuation Entitlement'** in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 18.39 **'Taxes'** includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;
- 18.40 **'Temporary Incapacity'** in relation to a Member, subject to the Relevant Law, who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;
- 18.41 **'Terminal Medical Condition'** has the meaning given by SIS Regulation 6.01A;
- 18.42 **'Transferor'** means a Member or Members together who transfer Member Contributed Property to the Trustee;
- 18.43 **'Trustee'** or **'Trustees'** means the trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee; and
- 18.44 **'UK Regulations'** means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

19. Interpretation

In the Deed and Rules unless the contrary intention appears:

- 19.1 the **singular** includes the plural and vice versa;
- 19.2 a **gender** includes all other genders;

- 19.3 a reference to a **person** includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 19.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 19.5 a reference to **amend** includes to add to, modify, vary, replace or delete and **amendment** and **amending** have corresponding meanings;
- 19.6 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 19.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 19.8 a reference to **pay** includes to credit or distribute;
- 19.9 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 19.10 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 19.11 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;
- 19.12 the **headings** and sub-headings are for convenience only and do not affect the interpretation of these Rules.

20. Compliance with the Relevant Law

20.1 Inconsistency

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

20.2 Power to Act in Accordance with Relevant Law

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

20.3 Deemed Inclusion of Relevant Law

Despite any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to qualify or remain as a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to qualify or remain a Complying Self Managed Superannuation Fund under the Relevant Law.

21. General

21.1 Failure to enforce rights

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

21.2 Preservation of rights

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

21.3 Further assurance

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

21.4 Governing law

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

21.5 Severance

Subject to **Rule 17.4**, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.