Coull & Prior Pty Ltd 285 St. Vincent Street Port Adelaide SA 5015 ABN 12 359 515 436

Director David Vannetiello (AdvDip, AIPA)

12 November 2020

Val Day Lognevity Superannuation Fund 12a Coral Way North Haven SA 5018

Dear Ms Day, Mr Boxall & Mr Lampe

# Engagement Letter - Tax & Accounting Services

We are pleased to offer our ongoing professional tax and accounting services and this letter provides you with our understanding of the terms of the engagement, should you wish to accept them.

Once you have had an opportunity to review our engagement terms, and assuming our terms are consistent with your expectations, please sign the letter and return our office PO Box 553, Port Adelaide, 5015 or by email to cpoffice@coullandprior.com.au

By signing this letter you consent to your information being transferred from your current accountant to our firm to continue to provide tax and accounting services.

Once received, the engagement acknowledgement will be held on your client file. Please note that we are unable to perform any work for you until we receive the signed copy. If you have any queries or concerns, please contact us and we will be pleased to discuss these with you.

# Scope of services

It is agreed that we will provide the following services to you:

Services Provided	Entity/Individual	
Preparation of the financial statements for the year 30	Val Day Longevity Superannuation	
June 2020 onwards.	Fund	
Preparation and lodgement of the tax return for the 2019-	Val Day Longevity Superannuation	
2020 financial year onwards.	Fund	

In providing these services, it is agreed that we will not be undertaking any independent audit of the financial statements (excluding self-managed super funds) or income tax returns prepared. Our role will be limited to assistance in the compilation of the financial statements (if applicable) and preparation of the relevant taxation returns based on the information and records provided by you to us. The financial statements prepared (if applicable) will contain an appropriate disclaimer that identifies the extent and limitation of our role. We are entitled to rely on the records provided as being accurate and complete.

You and your employers are responsible for the maintenance of the accounting systems and internal controls for all the entities/businesses (if applicable). That includes the keeping and maintenance of all required books of account. Our firm cannot be relied upon to disclose irregularities, including fraud, and other illegal acts and errors that may occur with regard to such matters.

While our engagement does not include the audit of your financial statements (if applicable) or income tax returns, we are required by the Tax Agents Services Act 2009 to satisfy ourselves as to the reasonableness of the information and claims being made in the income tax returns. The legislation provides the basis for this and may require us to make further enquiries of you or other nominated representatives of the entities involved from time to time in relation to your taxation returns. Where possible, we will endeavour to identify the information that will be required in advance.

Any advice provided is only and opinion based on our knowledge of the entities (if applicable) and individual involved and the particular circumstances.

## Superannuation

This firm has also been engaged to attend to the income tax compliance work for your self-managed superannuation fund (SMSF). This assignment will involve the following:

- Preparation of the SMSF's accounts for the purposes of the Superannuation Industry Supervision Act 1993 (the SIS Act).
- Preparation and lodgement of the SMSF annual return. It is important to note as part of the regulatory framework for SMSFs, an annual audit of the fund must be undertaken and provided to the trustees of the fund before the SMSF annual return is lodged. Therefore, trustees of the fund must ensure that they provide the fund accounting records no later than 1<sup>st</sup> April to allow these tasks to be completed.
- With respect to the annual audit of the SMSF referred to above; this office will make arrangements
  for the audit to be undertaken by an external party whereby this fee will be included in our invoice
  and you will liable for all costs associated with the completion of the audit.

In addition to the basic financial information required to complete these requirements, it is expected that the source documentation will be available to allow this firm to analyse the implications of any superannuation related transaction.

You should also note that the deeds of the fund should be annually reviewed by a superannuation specialist to ensure they continue to comply with the requirements of the SIS Act. Our engagement does not extend to the provision of such legal advice and our fee does not include this service. We are happy to recommend the services of a superannuation specialist for this task.

This service does not cover any inquiries or investigations by the ATO.

## Superannuation advice

We do not hold an Australian Financial Services Licence and are not an authorised representative of such a licence holder.

As a result, we are generally prohibited from providing you with any advice, recommendation or opinion that is intended to influence you in making any decision in relation to superannuation (including whether to establish, contribute to or draw benefits from a superannuation fund, or any investment decision by an superannuation trustee), or that could reasonably be regarded as being intended to have such an influence (**Financial Advice**). However, we are able to provide you with superannuation advice that is of a factual nature only (e.g., to explain how superannuation rules would apply to you and what options are available to you).

Where you request us to undertake superannuation-related work (e.g., to arrange for the establishment of a self-managed superannuation fund), we will be obliged to perform that work in accordance with your instructions, even if we believe those instructions may not be in your best interest.

Where you request Financial Advice concerning superannuation, we will endeavour to assist you in obtaining that advice from an appropriately-licenced advisor. We have a professional relationship with CPB Financial Services whom we share premises with. In the instance that we refer you to a licenced provider directly we would seek your prior authorisation.

# **Lodgement Dates and timeframes**

To ensure the efficient completion of your work, it is agreed that all information that is reasonably required will be made available in order for us to complete the various engagements agreed.

Some of the agreed work is subject to specific lodgement dates. Our objective is to ensure that all work is completed in time to meet these lodgement dates. Our capacity to complete the work required relies on us receiving the work within a reasonable time period prior to those due dates (our recommendation is not less than 30 days) and receiving timely answers to any queries raised.

## Your obligations and rights

The *Tax Agents Services Act 2009* requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your income tax returns.
  The Commissioner is entitled to rely on any statements made in your income tax returns.
  Where those statements are later found to be incorrect, the Commissioner may amend your income tax assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep proper records that will substantiate the taxation returns
  prepared and which will satisfy the substantiation requirements of the Income Assessment
  Act. Failure to keep such records could result in claims being disallowed, additional tax being
  imposed and the imposition of penalty or general interest charges.

- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use this information in the preparation of your returns.
  - Your rights as a taxpayer include:
  - The right to seek a private ruling;
  - o The right to object to an assessment by the Commissioner.
- Certain time limitations may exist for you to exercise those rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements which may exist.

# Privacy and confidentiality

## Our obligation to you

Coull and Prior Taxation Consultants is compliant with the Privacy Act 1988 (Privacy Act). A copy of our privacy policy is available on our website or on request.

From time to time, we may be asked to provide copies of the financial statements (if applicable) and income tax returns or other information produced in the course of this engagement for you or the entities involved (if applicable).

If we are requested to provide this information (including to a third party such as a financial institution), any one person subject to this arrangement can provide this authorisation. For example, if your spouse requests information regarding your tax return or an associated entity's tax return (if applicable), then we have authority to provide this information to them without seeking further authorisation.

During the course of this engagement we will collect personal information from the individuals involved in this engagement and others. We will treat as confidential and maintain the confidentiality of all information and records that you provide or disclose to us, and those produced in the course of completing our engagement. This information will only be disclosed to a third party where specific authority has been granted for us to provide this information, or where we are subject to a legal duty to disclose the information.

## Data storage/cloud computing services

We utilise third party software and storage systems (including in relation to "cloud computing" services) as part of our service delivery to you. Some of these systems store data on servers domiciled in other countries.

Each client covered by this Engagement hereby authorises us and our third party contractors to disclose information relating to those clients' affairs to all such external IT service providers as we or our third party contractors may choose to engage.

## Third party consultants

From time-to-time we will need to consult third parties for assistance with more complex areas of the tax law. No identifying information will be disclosed without your prior permission, however, some specific information (e.g. the original cost of a motor vehicle etc.) may be disclosed to assist with resolution of the query.

Furthermore, because of the small nature of the firm, we may require assistance from third parties during some periods to assist clients with urgent enquiries. This will be managed to minimise any potential impact on clients. Our firm may, from time to time, use the services of third party contractors to perform some of the services we are engaged to perform for you.

Each client in the Group hereby authorises us to disclose information relating to that client's affairs to such third party contractors as we may choose to engage to perform such work.

Where we use the services of third party contractors, we are nevertheless responsible for the conduct and activities of those contractors and for the delivery of the services we are engaged to perform for you.

From time to time, our firm and our third party contractors may engage external IT service providers (including in relation to "cloud computing" services) in the performance of services under this engagement.

Each client in the Group hereby authorises us and our third party contractors to disclose information relating to those clients' affairs to such external IT service providers as we or our third party contractors may choose to engage.

#### Treatment of tax refunds

Any tax refunds owing will be directed to the bank account/s nominated by you. The ATO will be advised of the nominated account/s for the payment of refunds.

#### Fees and terms

Our fees will be provided to you on a fee for service basis based on the hourly rate applicable at the time.

Please note, however, that consideration will be given to factors including the complexity of the work completed (e.g. individual tax returns versus complex Company tax issues), fees from prior years etc. and hourly fees may be discounted accordingly.

Any fee estimates assume that the source material you provide to us is reliable and useable to complete the engagement. Where there is uncertainty regarding the source material, or the tax or accounting treatments used, then we will raise these issues with you.

General assistance with issues that you may face from time to time outside of this engagement will be billed at an hourly rate.

Where you require additional work to be completed beyond this engagement then this represent a separate engagement. We will be happy to agree the nature and fee level for this work with you in advance of commencing the work.

A tax invoice for the completion of your work will be issued once tax return/work has been finalised. Payment is due with (14) fourteen days of the invoice date. Unless there is a prior agreement, work will not be lodged with the ATO until all invoices are paid.

We reserve the right to suspend work where these invoices remain unpaid.

In the event that the fees for this engagement and any other additional work requested remain unpaid, we reserve the right to explore a lien over any documents in our possession.

Should it be considered necessary by us to incur legal and/or other expenses, including any such expenses to any debt collection agency in obtaining or attempting to obtain payment of any amount due by yourself or the group, you are liable for, and expressly undertake to pay, such expenses.

Interest at current bank overdraft rates may be charged on any overdue amount of the account and further in, in consideration of any grant of credit, you expressly undertake to pay all such interest.

Each client in the group is jointly and severally liable to pay our fees in respect of all work performed for all members of the group.

## Records and working papers

In the course of our engagement we will prepare various working papers and notes consistent with our internal quality control system. Theses working papers remain the property of our firm and will be retained by us to support any future queries on work completed. Original source records provided by you at the completion of each engagement. Where appropriate, we may take copies to retain on our client files.

# Limitation of liability

Our firm's liability may be limited by a scheme approved under Professional Standards legislation.

#### Terms of the engagement

This engagement covers the current and future financial years unless there are changes to our engagement terms or the nature of the engagement changes, in this case, we will issue a new engagement letter.

#### **Team interaction**

Your engagement will be managed by David Vannetiello operating under Tax Agent No. 24707728.

Please do not hesitate to contact our office on (08) 8447 4433 if you have any queries or require further assistance.

We look forward to working with you and appreciate the trust you have placed in us by appointing us as your accountants. We look forward to a long and mutually beneficial working relationship.

David Varnetiello  Managing Director  COULL & PRIOR TAXATION CONSULTANTS
Acknowledgment of terms of engagement  I, Value and Day, understand and agree to your terms of engagement.  Dated the
Valarie Day
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Damien Boxall
, Gerhard Lampe, understand and agree to your terms of engagement.  Dated the ルガday of ハのハ スの20
Gerhard Lampe



# Self-managed super fund trustee declaration

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

Fund name

Val Day Longerty Superannuation Fund

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

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

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

- mpose administrative penalties on me
- ☐ give me a written direction to rectify any contraventions or undertake a course of education
- m enter into agreements with me to rectify any contraventions of the legislation
- madisqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- may remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- m 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
- a exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- neg 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:

- me the risks associated with the fund's investments
- m the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- m investment diversity and the fund's exposure to risk due to inadequate diversification
- In 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

- a 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)
- a 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)
- g 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:

makeep 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
- m 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
- mappoint 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
- greview 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

In 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.

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Trustee's or director's signature	
	Date  Day Month Year  14 / / / 2020
Witness' name (witness must be 18 years old or over)	
LEAH WOODWARD	
Witness' signature	
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# Self-managed super fund trustee declaration

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

Fund name

Vai Day Longerity Superannuation Fund

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

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

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

- m impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- menter 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
- m remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- m 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:

- m act honestly in all matters concerning the fund
- me exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- a ensure that my money and other assets are kept separate from the money and other assets of the fund
- matake 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
- mallow 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:

- m the risks associated with the fund's investments
- m 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)
- m 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:

- magiving 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

- aborrowing 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

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- 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
- me 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
- mappoint 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
- material review the independent audit report received from the approved SMSF auditor and take action as required
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  - contact person and their contact details
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- 🔞 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.
- If 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.

Gerhard Lampe	1/4
Trustee's or director's signature	
g Rahe	Date Day Month Year  1 4 / 10 2 0
Witness' name (witness must be 18 years old or over)	
LEAH WOODWARD	

Witness' signature

Date

Day Month Year

Day Month Year



# Self-managed super fund trustee declaration

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

Fund name

Val Day Longevity Superannuation Fund

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

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

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#### Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- m exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- g ensure that my money and other assets are kept separate from the money and other assets of the fund
- utake appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- a 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
- mallow all members of the fund to have access to information and documents as required, including details about
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  - the investments of the fund
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- m 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)
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- zi 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)
- mentering 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

Lunderstand that the trustees of the fund must:

m 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
- m 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
- material review the independent audit report received from the approved SMSF auditor and take action as required
- m 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:

- In 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
- 1 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.
- In I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Valerie Day	
Trustee's or director's signature	
May and the second	Date  Day  Month  Year  14/11/2020
Witness' name (witness must be 18 years old or over)	
LEAH WOODWARD	
Witness' signature	
Desadward	Date  Day  Month  Year  14/1//2020

# Memorandum of Resolutions of

Valerie Day, Damien Boxall and Gerhard Lampe

**ATF Val Day Longevity Superannuation Fund** 

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

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

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

TRUSTEE'S DECLARATION:

It was resolved that the trustee's declaration of the Superannuation Fund be

signed.

**ANNUAL RETURN:** 

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2020, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

TRUST DEED:

It was resolved that the advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.

**INVESTMENT STRATEGY:** 

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within 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 2020.

**INVESTMENT DISPOSALS:** 

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2020.

**AUDITORS:** 

It was resolved that

**Tony Boys** 

of

PO Box 3376, Rundle Mall, South Australia 5000

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

TAX AGENTS:

It was resolved that

Coull & Prior Taxation Consultants

act as tax agents of the Fund for the next financial year.

# **Memorandum of Resolutions of**

Valerie Day, Damien Boxall and Gerhard Lampe

ATF Val Day Longevity Superannuation Fund

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

**CONTRIBUTIONS RECEIVED:** 

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

**PAYMENT OF BENEFITS:** 

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

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

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

**CLOSURE:** 

Signed as a true record -

Damien Boxall

Valerie Day

14-11/2020

Gernard Lampe

14 | 11 | 2020

#### 2020 Client substantiation declaration

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

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

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

#### Penalties to apply with incorrect returns

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

In addition, Coull & Prior Taxation Consultants have informed me that an important feature of the new tax agent services regime which commenced on 1 March 2010 is the provision of a "safe harbour" protection from penalties in certain circumstances for taxpayers who engage registered tax agents.

Coull & Prior Taxation Consultants have also advised me that in order to obtain the benefits of "safe harbour" protection, I must provide them with "all relevant taxation information" to enable accurate statements to be provided to the Australian Taxation Office.

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

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

#### Apportionment

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

#### **Audit matters**

I further confirm that:

- 1. I am aware of the procedures to follow if a document is lost or destroyed;
- Il. I may be required to verify any income or expense item noted in my return in the event of an ATO audit;
- III. I understand the Substantiation schedules I completed for all work, car and travel expense claims under self-assessment; and
- IV. I understand that, for the purposes of obtaining "safe harbour" protection, it remains my responsibility to properly record matters relating to my tax affairs and to bring all of the relevant facts to attention in order to show reasonable care; and
- I have read and understood the return prepared for me.
- VI. I authorise Coull & Prior to provide contact information to the ATO in relation to Income Tax, GST and other liabilities

#### Secure Client Portal Authority

ain

121

#### I confirm that:

I give authority for documents, including correspondence from the Australian Taxation Office, to be made available to me via the Secure Client Portal

Lacknowledge and give permission for any shared email users to have access to any documents made available to me via the Secure Client Portal

Lacknowledge that it is my responsibility to notify Coull & Prior Taxation Consultants of a change of email address

#### **Payments**

I acknowledge that payment of account is due and payable within 14 days of the invoice date. I understand if payment is not received within the said 14-day period I may be charged a late fee of \$15 per month. In the event where overdue invoices are referred to a collection agency and/or legal firm I understand I will be liable for all costs which would be incurred until the debt is settled in full.

#### I declare that:

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

Tax File Number	
Signature of Taxpayer	
Signature of Taxpayer	Dated :// J. E.Y.
	,

811

## **PART A**

# Electronic lodgment declaration (Form P, T, F, SMSF or EX)

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

the taxpayor to rotally time account	and the approach the years after	die decidiation is made, penalties	may apply for familie to do so.
Tax File Number	910 036 811	Year of return	2020
Name of Partnership, Trust, Fund or Entity	Val Day Longevity Supera	annuation Fund	
Total Income/Loss	Total Deduc	ctions Taxal	ble Income/Loss 2435
	eficiary or entity in our records. It is	st the provision of tax file numbers (T not an offence not to provide the TFN	
	collect information and disclose it to caration. For information about privation	other government agencies, including acy go to ato.gov.au/privacy	personal information about
The Australian Business Register The Commissioner of Taxation, as Itax return to maintain the integrity of	Registrar of the Australian Business F	Register, may use the ABN and busin	ess details which you provide on this
Please refer to the privacy statemen commitment to safeguarding your de	<del>-</del>	r (ABR) website (www.abr.gov.au) for	further information - it outlines our
Electronic funds transfer - direct of Where you have requested an EFT to facilitate the payment of your taxa	direct debit some of your details will t	be provided to your financia! institution ount.	າ and the Tax Office's sponsor bank
I authorise my tax agent to electronic	cally transmit this tax return via an ap	proved ATO electronic channel.	
	it any aspect of the tax return, place a	II income has been disclosed and the all the facts before the Tax Office. The	
any applicable schedules is tru		reparation of this tax return, including axation.	
Signature of Partner, Truste or Director		Unf	Date 14/11/2020
PART B	ELECTRONIC FUND	OS TRANSFER CONSENT	
This declaration is to be complete through an approved ATO electron		er (EFT) of a refund is requested ar	d the tax return is being lodged
This declaration must be signed by t If you elect for an EFT, all details be		officer prior to the EFT details being	transmitted to the Tax Office.
Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.			
Account name:	Val Day Longevity Sup	perannuation Fund	
I authorise the refund to be deposite	d directly to the specified account		/_/
	41 16 10 11 1		

Complete - 7846 12/11/2020 : 13:01

Signature

# PART D

# Tax agent's certificate (shared facilities only)

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

Agent's Signature			Date
Agent's phone Agent's Contact Name Agent's reference number	08 84474433 David Vannetiello 24707728	Client's reference	VALDSUP

Complete - 7846 12/11/2020 : 13:01

# **Val Day Longevity Superannuation Fund**

# **Trustees Declaration**

The trustees 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 trustees declare that:

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

Specifically, the trustees declare that:

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

Signed in accordance with a resolution of the trustees by:

Trustee

Valerie Day

Damien Boxall

Trustee

Gerhard Lampe

Trustee