

Thank you for engaging us to attend to the administration and taxation requirements for your Self-managed Super Fund.

These are the Terms of Engagement ("Terms"). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

PURPOSE, SCOPE AND OUTPUT OF ENGAGEMENT

Our firm will provide Accounting and other professional services, which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

RESPONSIBILITY FOR YOUR WORK

Over the years our firm has established a cost-effective structure, incorporating a Team of Professional Accountants and Assistants to provide you with an economical service.

When dealing with your affairs many general administration and basic accounting problems may be handled by our team, which will allow Directors to be available for telephone advice, consulting, and other more complex issues.

The Directors oversee your affairs and are ultimately responsible for all the matters relating to your file.

Team members attend to certain functions relating to your affairs. This is done to afford you the most cost-effective service possible.

Of course, all work attended to by the team is supervised and reviewed by Directors and Senior Managers.

RELATIVE RESPONSIBILITIES AND CONFIDENTIALITY

The conduct of this engagement will be carried out in accordance with the standards and ethical requirements of The Institute of Chartered Accountants Australia, and The Institute for Public Accountants (hereafter 'The Institute'), which means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements. We will not disclose any information relating to your affairs to any third party without your consent, unless required by law.

You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.

Our files may, however, be subject to review as part of the quality control review program of The Institute, who monitor compliance with professional standards by its members. We advise that by signing this agreement you acknowledge that, if requested, our files relating to this engagement may be made available under this program. Should this occur, we will advise you prior to releasing any files.

We may on occasion use external contractors and/or third parties to undertake some of the work on your file and they may have access to our information. This will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

The indicative charge rates and levels of experience of the team providing you with your Professional Accounting Service are set out on the last page of this agreement.

We may also provide your information to our associated entities for services that we believe will be of value to you.

Once again, this will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

OTHER INSTITUTE RECOMMENDATIONS

The Institute has determined minimum standards with regards to service and, in accordance with those recommendations, our practice:

- a) uses properly trained and supervised staff to maintain quality standards and ensures that all qualified staff undertake a minimum of 40 hours of continuing professional education each year;
- b) maintains professional independence at all times;
- c) establishes and operates satisfactory quality control procedures;
- d) bases our fees on the chargeable time of each staff member;
- e) records all time to enable you to be aware of the extent of the work performed for you; and
- f) will, if requested, provide an estimate of our billing prior to the commencement of an engagement.

YOUR OBLIGATIONS AND RIGHTS

We are required to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within a reasonable timeframe. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.
- You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent event results in the information you provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is

based on inaccurate, incomplete or misleading information being provided to us.

- By accepting the terms of this agreement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record-keeping.
- *The Taxation Administration Act 1953* contains specific provisions that may provide you with 'safe harbours' from administrative penalties for incorrect or late lodgement of Returns if, amongst other things, you give us 'all relevant taxation information' in a timely manner (the safe harbour provisions apply from 1 March 2010). Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the 'safe harbour' provisions and will be taken into account in determining the extent to which we have discharged our obligations to you.
- You are also required to advise us if you become aware of any conflict of interest or potential conflict of interest. Generally, a conflict of interest is any event which may result in us becoming unable to remain objective in the performance of our services to you. Some examples of events which could give rise to a conflict of interest or potential conflict of interest during this engagement are changes to your business circumstances, events affecting your family (e.g. death and/or marriage breakdown) or a legal action commencing against you.
- 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. If an answer or any statement made on a Return or attached schedule appears to be incorrect, incomplete or misleading, and where those statements are later found to be incorrect (even if the error was made unintentionally), the Commissioner may amend your Income Tax Assessment and, in addition to any tax assessed, you may also be liable for penalties and interest charges.

- You have an obligation to keep records that will substantiate the Taxation Returns prepared and which will satisfy the substantiation requirements of the *Income Tax Assessment Act*. This documentation must be retained for a minimum of 5 years and you must ensure you retain all the documentation in a safe and secure place in case the Australian Taxation Office wishes to review these documents. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty and/or general interest charges. In more serious cases, prosecution may be instituted under the *Taxation Administration Act 1953* and fines imposed by Courts, if convicted.
- You are responsible for the accuracy and completeness of the information required to comply with the various Taxation Laws. We will use this information supplied in the preparation of your Returns. The following needs to be considered to ensure correctness of each Income Tax Return:
 - that income from all sources has been disclosed;
 - that all deductions claimed can be justified;
 - that all deductions claimed for work, car and travel expenses can be substantiated;
 - that all statements are correct and complete.
 - that every sale of property, of any description, should be considered for the possible application of both income tax and capital gains tax. The world-wide income of Australian resident taxpayers is now taxable in Australia with a credit allowed for income tax paid in a foreign country on that income.
- Your rights as a taxpayer include:
 - The right to seek a Private Ruling;
 - The right to object to an assessment by the Commissioner;
 - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time, you should contact us so that we can provide you with the relevant timeframes and to discuss any additional requirements which may exist.

OUR OBLIGATION

We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law, even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge an income tax return for you that we knew to be false in a material respect.

We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflicts of interest. The effective operation of these arrangements depends, in part, on you complying with your obligation to disclose any potential conflicts of interest to us.

Unless otherwise stated, this opinion is based on the Australian Tax Law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage, due to frequent changes made to Australian Tax Law.

OWNERSHIP OF DOCUMENTS

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

Our engagement will result in the production of Income Tax Returns and Financial Statements. Ownership of these documents will vest in you.

All other documents produced by us in respect of this engagement will remain our property.

We have a policy of exploring a legal right of lien over any of your documents in our possession in the event of a dispute between us. We have also established dispute resolution processes, details of which are available on request.

LIMITATION OF LIABILITY

Our liability may be limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Council at

<http://www.professionalstandardscouncil.gov.au/>

REVIEW AND PREPARATION OF FINANCIAL STATEMENTS

As and when required throughout the year we will review your records and where applicable process certain data to enable the preparation of Interim and End of Year Financial Statements. The Financial Statements will be based on the information you provide to us and other information that our office accesses. As a result:

- You and your employees are responsible for the maintenance of the accounting systems and internal controls for your business entities. That includes the keeping and maintenance of all required books of account.
- Our firm is not being engaged to conduct a statutory audit of the financial records of any of your business entities and we will not express an Auditor's opinion as to the truth and fairness of the Financial Statements (unless otherwise specifically requested to do so).
- Our reports will be prepared for distribution to proprietors for the purpose noted above. We disclaim any assumption of responsibility for any reliance on our report to any person other than the proprietor and for any purpose other than for which it was prepared. Our reports will contain a "Compilation Report" to this effect.

PREPARATION & LODGEMENT OF INCOME TAX RETURNS

We will prepare and lodge all Income Tax Returns based on the Financial Statements prepared, as well as information you provide to us in relation to your business and personal tax affairs. We are required to prepare detailed workpapers which must be retained on our files for producing to the ATO if required at a future date for client audit or review purposes.

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 your Income Tax Returns. The Legislation provides the basis for this and may require us to make further enquiries with you 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.

We are entitled to rely on the records provided as being both accurate and complete.

We will have your Income Tax Returns lodged on time, as required by the Australian Taxation Office, provided we are in receipt of all information to prepare your Returns no later than two months prior to the due date for lodgement. This avoids the delays that generally occur in our Firm just prior to lodgement dates.

We will take all possible steps to have your Returns lodged on time, however we offer no guarantee unless we have received the information within the abovementioned timeframe.

We also advise that we are legally prevented from electronically lodging your Income Tax Returns until such time as we receive a signed Declaration back in our office to do so.

When Returns are left to the last minute, due to time constraints it may not be possible to have them forwarded to you for signature and a signed Declaration back in our office to enable lodgement by the due date.

Whilst we exercise due care in preparing your Returns from information supplied to us, the provisions of the *Income Tax Assessment Act* place the responsibility for the contents of the Returns (including the necessary substantiation records provided to us) with the taxpayer.

CORPORATE AFFAIRS MATTERS

There are various requirements of the Australian Securities & Investments Commission (ASIC) that must be adhered to in relation to Companies that you may be involved with. This includes notifying ASIC of various changes to the details of Directors and Shareholders, preparation, and lodgement of Annual Company Statements etc.

We will prepare and lodge the appropriate documents in relation to matters that affect your company as soon as practical after being provided with the information. These will be forwarded to you for signature prior to lodgement. Many of these documents must be lodged within a short period of time after the change occurs.

In this regard, documents not returned to our office by the due date will incur additional lodgement fees and/or additional processing fees. You will be advised of relevant due dates for lodgement.

The Corporate Affairs Division of our practice utilises an electronic recording system to keep track of all company data. It is not possible to maintain the integrity of this system if documents are lodged by other means. We are still required to input the details of a change into our electronic system. In this regard, we must be informed of any changes or matters that may affect your companies.

BUSINESS ACTIVITY STATEMENTS AND INSTALMENT ACTIVITY STATEMENTS

Should we be instructed by you, we will prepare and lodge the appropriate BAS and IAS as and when required on a quarterly or monthly basis as soon as practical after being provided with the information to do so. At present, the deadline for lodgement of these documents is the 28th day after the end of each quarter (for quarterly lodgers). However, as Tax Agents, we are given a further four (4) week extension, but this must be lodged through our Tax Agent system.

If we are not provided with the information by the 14th day of the particular lodgement month, we will not be able to guarantee that we will have the above Statements lodged on time. This is due to the extraordinary level of work imposed by the Australian Taxation Office on our Firm during the two weeks prior to lodgement dates.

If the information is provided later than the 14th day of the said month, we will endeavour to have the documents lodged by the due date, however we offer no guarantees, and penalties for late lodgement may be imposed (subject to extensions that may be provided by the Australian Taxation Office from time to time).

SPECIFIC MATTERS TO BE RESEARCHED

From time to time you may request advice from us which may not be able to be provided immediately, due to the issues and facts to be considered.

With the complexity of the superannuation legislation and regulations, the magnitude of the

Taxation Laws which we must consider, as well as other non-taxation issues, it may not be possible to provide you with an immediate answer.

We will endeavour to provide you with an immediate and quick answer where appropriate, however to ensure that you receive a professional service and accurate advice a more detailed investigation into the facts may be required.

AUTHORITY TO ACT ON YOUR BEHALF WITH THE ATO

There are a number of functions we are required to carry out on your behalf with the Australian Taxation Office and in particular the following accounts for you and your associated entities:

- Income Tax Account
- Integrated Client Account
- BAS Roles

This Agreement allows us to act on your behalf – to make various changes as they arise, update communication preferences, and lodge documents which have been appropriately signed by an authorised signatory.

USE OF SOFTWARE

We may use software and other electronic tools in providing our services. If we provide you with access to these programs, you acknowledge that they are not your property, were developed for our purposes and without consideration of any purpose for which you might use them. We make no representations or warranties as to the sufficiency or appropriateness of the information contained therein.

TELEPHONE & EMAIL ADVICE

Telephone and email communications and advice are recorded in writing on your file for quality assurance and professional indemnity insurance purposes. We encourage you to telephone or email us for advice on matters of concern. However simple, the advice may save you significant time and money.

Our fees are based on time, which includes telephone calls and email correspondence. Time spent by our team in relation to these matters will be recorded on

your WIP and may be billed to you at the discretion of the partner in charge.

PRINCIPLES OF DETERMINING FEE LEVELS

The Institute recommends that its members conform to prescribed guidelines in determining fee levels. The Institute does not issue a standard scale of professional fees due to the diversity of services offered by Accountants and the degree of skill attached to those services. Additionally, the Institute does not intervene between an Accountant and client on the question of professional fees charged. However, the Institute has issued guidelines for establishing fee levels to ensure that, on the one hand you are fairly charged and, on the other, that our firm is remunerated appropriately for the services we perform for you.

The charge-out rates applied to the time incurred take account of staff salaries, direct costs associated with providing the service, and indirect costs associated with operating our practice. These rates are reviewed on a periodic basis.

Special services, such as unusual audit and investigation assignments, management advisory services, and the need to provide these services at little or no prior notice, requires us to ensure we have the available staff with the necessary qualifications to handle all challenges that we may face.

With ever changing taxation and other laws, we are required to undertake significant education and training programs to ensure that we have the ability to provide you with the right advice. On many occasions (due to the ever changing laws), it is a necessity that specialist research will be undertaken on particular matters that pertain to your file. A clear record of this time is maintained.

The manner in which we monitor the work carried out for you is based on the time we spend in relation to your affairs. This is the same as many other professionals charge for the services they provide. The time is recorded in 'Time Records' we keep for you and when the job is completed, we use this as a guide to determine your fees. While we are required to record all time, it does not mean we will bill you for that time.

The only commodity we have to sell is our knowledge and ability to perform accounting functions on your behalf. Therefore, to ensure an equitable remuneration to our Firm for the services we provide, an efficient record is maintained of time spent on your file.

We do not necessarily bill you for all the time that is allocated to your file, but the recording system does provide us with a guide as to the amount of time we have utilised in providing you with the highest quality service possible.

FEES

HFB Super Pty Ltd processes super funds on a daily basis, with interim invoices issued on a quarterly basis, for work completed the previous quarter.

For additional compliance work, outside the scope of end of financial year processing, we issue invoices to you for the work that is carried out. The interim invoices also exclude any outlays paid on your behalf to suppliers, such as Audit, Actuarial and Title Searches.

Our Fees are based on the nature and complexity of the work involved, level of experience and expertise required, degree of responsibility applicable to the work, inherent risks associated with the service and the expected time required.

CREDIT TERMS

Our credit terms are strictly 14 days from invoice.

We issue statements on a monthly basis for amounts outstanding at the end of the month.

DESTRUCTION OF RECORDS

Under the current Corporations Law, you are required to retain your records (in a safe and secure place) for a minimum of five years. This includes keeping original documentation to verify expenditure claimed.

After this five-year period our office will confidentially dispose of these old files, being workpapers and correspondence files.

If you would like your records returned to you in this regard, please notify our office when returning your acceptance.

AUTHORITY TO RELEASE INFORMATION

By acknowledging this Engagement Agreement, you authorise any third party to release information relating to the financial affairs of your SMSF to HFB Group. This may include (but is not limited to) bank, investment, insurance, superannuation and property information and statements.

REFERRALS

Our firm may refer you to an external service provider where we believe them to be a good fit for you and in no way do we do this with the expectation of the referral of clients or work from the said provider in return.

Some service providers may in return refer clients to our firm – we do not however accept any referral fees or commission.

Please note that it is up to you to determine if the provider is suitable for your needs.

Our Team

Name	Position
Shona Sherman	Director
Danielle Barrow	Senior Associate
Cate Morse	Accountant
Nehal Agola	Accountant

Associated Entities

HFB Super Strategies Pty Ltd
HFB Accounting Pty Ltd
HFB Advisory Pty Ltd
HFB Private Wealth Pty Ltd
HFB Services Pty Ltd

Team of Associated Entity Directors

Tim Davis
Shona Sherman
Samantha Sheriff
Joshua McDade
Michael Barlow

TEAM OF PROFESSIONALS – INDICATIVE CHARGE RATES

Director	\$400 - \$500
Senior Accountant	\$250 - \$400
Accountant	\$150 - \$250
Undergraduate	\$130 - \$150
Administration Support	\$120

The rates (excluding GST) are those applicable as at the date of the Engagement Agreement.

They may change from time to time based on the changes in our firm costs (in particular Annual Wage and Rental increases) and the skill level of various team members as and when they undertake further studies.

ENTITIES PROVIDING SERVICE

Full details of our Legal Structure are as follows:

HFB Super Pty Ltd

HFB Super Pty Ltd ABN: 66 600 231 089
Tax Agent Number: 24 805 931

CONFIRMATION OF ENGAGEMENT

Obviously, there are many issues to consider in this engagement and we ask that you consider all aspects of this agreement to ensure you are satisfied with the scope of our engagement. Please contact us if you have any questions about this agreement.

Once you are satisfied with the terms of our engagement, would you please sign and date this agreement.

As mentioned above, if you do not return this Engagement Agreement signed, nor contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

We are delighted for the opportunity to provide accounting and taxation services to you and your business and we look forward to continuing our close working relationship with you for many years to come.

I acknowledge that I have read and understand the terms of the engagement and hereby accept them.

Dated this day of 20

23 / 01 / 2023



Signature

Robert Avenell

Print Name



Signature

Annette Avenell

Print Name

SMSF Name:
Avenell Superannuation Fund

Self-managed superannuation fund annual return 2022

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 2022* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2022* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S M I T H S T

- Place ☒ in ALL applicable boxes.

Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

➤ 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)

AVENELL SUPERANNUATION FUND

3 Australian business number (ABN) (if applicable)

4 Current postal address

PO Box 24

Suburb/town

Cleveland

State/territory

QLD

Postcode

4163

5 Annual return status

Is this an amendment to the SMSF's 2022 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 Provided

- 8 Status of SMSF** Australian superannuation fund **A** No ☐ Yes ☒ Fund benefit structure **B** A 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** \$ 26,179

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 2022*.

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 \$

Net foreign income

D \$

Loss

☐

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
(**R1** plus **R2**
plus **R3** less **R6**)

R \$

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
(subject to 45% tax rate)
(**U1** plus **U2** plus **U3**)

U \$

#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 \$	A2 \$	
Interest expenses overseas	B1 \$	B2 \$	
Capital works expenditure	D1 \$	D2 \$	
Decline in value of depreciating assets	E1 \$	E2 \$	
Insurance premiums – members	F1 \$	F2 \$	
SMSF auditor fee	H1 \$	H2 \$	660
Investment expenses	I1 \$	I2 \$	
Management and administration expenses	J1 \$	J2 \$	2,573
Forestry managed investment scheme expense	U1 \$	U2 \$	
Other amounts	L1 \$	L2 \$	
Tax losses deducted	M1 \$		

TOTAL DEDUCTIONS	
N \$	
(Total A1 to M1)	

TOTAL NON-DEDUCTIBLE EXPENSES	
Y \$	3,233
(Total A2 to L2)	

#TAXABLE INCOME OR LOSS		Loss
O \$	0	
(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)		

TOTAL SMSF EXPENSES	
Z \$	3,233
(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 2022* on how to complete the calculation statement.

#Taxable income **A** \$ 0*(an amount must be included even if it is zero)*#Tax on taxable income **T1** \$ 0.00*(an amount must be included even if it is zero)*#Tax on no-TFN-quoted contributions **J** \$ 0.00*(an amount must be included even if it is zero)*Gross tax **B** \$ 0.00*(T1 plus J)*

Foreign income tax offset

C1 \$

Rebates and tax offsets

C2 \$

Non-refundable non-carry forward tax offsets

C \$ *(C1 plus C2)*

SUBTOTAL 1

T2 \$ *(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset

D1 \$ 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*(D1 plus D2 plus D3 plus D4)*

SUBTOTAL 2

T3 \$ 0.00*(T2 less D – cannot be less than zero)*

Complying fund's franking credits tax offset

E1 \$ 5,976.41

No-TFN tax offset

E2 \$

National rental affordability scheme tax offset

E3 \$

Exploration credit tax offset

E4 \$ 0.00

Refundable tax offsets

E \$ 5,976.41*(E1 plus E2 plus E3 plus E4)*#TAX PAYABLE **T5** \$ 0.00*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

G \$

Credit for interest on early payments – amount of interest	
H1 \$	<input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	
H2 \$	<input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
H3 \$	<input type="text" value="299.40"/>
Credit for TFN amounts withheld from payments from closely held trusts	
H5 \$	<input type="text" value="0.00"/>
Credit for interest on no-TFN tax offset	
H6 \$	<input type="text"/>
Credit for foreign resident capital gains withholding amounts	
H8 \$	<input type="text" value="0.00"/>
Eligible credits H \$ <input type="text" value="299.40"/> <i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>	

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="5,976.41"/>
<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 \$** *(T5 plus G less H less I less K plus L less M plus N)*

#This is a mandatory label.

Section E: Losses**14 Losses**

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2022*.

Tax losses carried forward to later income years

U \$

Net capital losses carried forward to later income years

V \$

Section F: **Member information****MEMBER 1**Title: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

Avenell

First given name

Robert

Other given names

Peter**Member's TFN**

See the Privacy note in the Declaration.

Provided

Date of birth

Day Month Year

Provided**Contributions**OPENING ACCOUNT BALANCE \$ **465,684.05****!** 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 \$

Day Month Year

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 \$ 0.00Retirement phase account balance
– Non CDBIS**S2 \$** 430,539.64Retirement phase account balance
– CDBIS**S3 \$** 0.00 0 TRIS Count**CLOSING ACCOUNT BALANCE S \$** 430,539.64

(S1 plus S2 plus S3)

Allocated earnings or losses

O \$ 5,486.41

Loss

 L

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Code

Income stream payments

R2 \$ 29,658.00

Code

 MAccumulation phase value **X1 \$** Retirement phase value **X2 \$** Outstanding limited recourse
borrowing arrangement amount **Y \$**

Tax File Number **Provided**

MEMBER 2

Title: Mr ☐ Mrs ☒ Miss ☐ Ms ☐ Other

Family name

Avenell

First given name

Annette

Other given names

Member's TFN

See the Privacy note in the Declaration.

Provided

Date of birth

Day Month Year

Provided

Contributions

OPENING ACCOUNT BALANCE \$ **476,311.69**

! 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 \$

Day Month Year

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 \$ **0.00**

Retirement phase account balance
– Non CDBIS

S2 \$ **440,359.00**

Retirement phase account balance
– CDBIS

S3 \$ **0.00**

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ **440,359.00**

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

Allocated earnings or losses

O \$ **5,610.69**

Loss

L

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Code

Income stream payments

R2 \$ **30,342.00**

Code

M

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

OFFICIAL: Sensitive (when completed)

Page 9

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 \$

Permissible temporary borrowings

V2 \$

Other borrowings

V3 \$

Borrowings **V** \$

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

W \$

Reserve accounts

X \$

Other liabilities

Y \$

TOTAL LIABILITIES Z \$

Section I: Taxation of financial arrangements**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2021–22 income year, write **2022**).

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 2022*.

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 2022* for each election.

C

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2022*.

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



23 / 01 / 2023
Date / /

Preferred trustee or director contact details:

Title: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

Avenell

First given name

Robert

Other given names

Peter

Phone number **07 3286 1322**

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

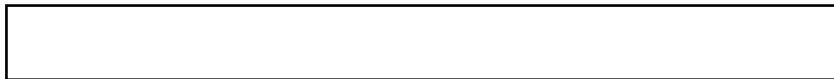
Time taken to prepare and complete this annual return Hrs

 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 2022* 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

Sherman

First given name

Shona

Other given names

Lorraine

Tax agent's practice

HFB Super Pty Ltd

Tax agent's phone number

07 3286 1322

Reference number

AVER

Tax agent number

24805931

Electronic Lodgment Declaration (SMSF)

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel.

It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

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

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

The Australian Business Register

The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this tax return to maintain the integrity of the register.

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of Fund	Year
Provided	AVENELL SUPERANNUATION FUND	2022

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

Important

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

Declaration:

I declare that:

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

Signature of Partner, Trustee, or Director



Date 23 / 01 / 2023

ELECTRONIC FUNDS TRANSFER CONSENT

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

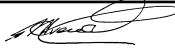
This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

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

Account Name	Avenell Superannuation Fund		
Account Number	638080 751237624	Client Reference	AVER

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

Signature



Date 23 / 01 / 2023/

Tax Agent's Declaration

I declare that:

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

Agent's signature

Date

Contact name

Shona Sherman

Client Reference

AVER

Agent's Phone Number

07 3286 1322

Tax Agent Number

24805931

To the trustee of the
AVENELL SUPERANNUATION FUND
5 Romano Court,
Ormiston Queensland 4160

Dear Trustees

Audit Engagement Letter

Objectives and Scope of the Audit

You have requested that we audit the financial statements of the AVENELL SUPERANNUATION FUND for the year ended 30/06/2022. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Our audit will be performed in accordance with Australian Auditing Standards, the *Superannuation Industry (Supervision) Act 1993* (SISA) and the *Superannuation Industry (Supervision) Regulations* (SISR) with the objective of expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and the SISR.

Our Responsibilities

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance as to whether the financial report is free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the implementation and operation of accounting and internal control systems that are designed to prevent and detect fraud and error, as well as evaluating the overall presentation of the financial report.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatement may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. We will, however, communicate to you in writing any significant deficiencies in internal control relevant to the audit of the financial report that we have identified during the audit.

Trustees' Responsibilities

Our audit will be conducted on the basis that the Trustee(s) acknowledge and understand that they have responsibilities:

- For the preparation of the financial report that gives a true and fair view in accordance with the Australian Auditing Standards, other mandatory reporting requirements and the SIS Act and SIS Regulations is that of the Trustee(s);
- For such internal control as the Trustee(s) determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error; and

- To provide us with:
 - Access to all information of which the Trustees are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;
 - Additional information that we may request from the Trustees for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from Trustees written confirmation concerning representations made to us in connection with the audit.

Australian Auditing Standards require that we determine whether the financial reporting framework applied in the preparation of this special purpose of financial report is acceptable. If we determine the financial reporting framework to be unacceptable, we will not be able to undertake the audit engagement unless the framework is amended and then determined to be acceptable.

If a qualified audit report is to be issued following the completion of our audit, we will advise the details to you in a timely manner and prior to the issue of our report.

Audit of SIS Compliance

For the year ended 30/06/2022, we are required to form an opinion in respect of compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections: 17A, 35AE, 35B, 35C(2), 52, 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA, 13.22C

Report on Significant Matters

Under section 129 of the SISA we are required to report to you in writing if during the course of, or in connection with, our audit, we become aware of any contravention of the Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report to the ATO, as regulator, any contravention of the SISA and the SISR, where we believe the contravention may affect the interests of the members of beneficiaries of the fund.

In addition, we are also required under section 130 to report to you if we believe the superannuation fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as Trustee(s) as to the action taken to rectify the situation or we receive no response, we are obliged to report the matter to the ATO.

A failure on the part of the Trustee to rectify these breaches to the satisfaction of the ATO may result in significant penalties to the Trustee and the fund itself.

In addition to our report on the financial statements, we will also report to you any material weaknesses in the fund's system of accounting and internal control which come to our notice during the course of our audit.

Quality Control

The conduct of our audit in accordance Australian Auditing Standards means that information acquired by us in the course of our audit is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your expressed consent.

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

Independence/Conflict of Interest

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

Outsourced Services

We do not use any outsourced services in overseas locations when conducting client assignments.

Data Storage

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

Limitation of Liability

Our firm's liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

Other

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

If you have any queries in relation to this please contact me.

Yours sincerely

ANTHONY BOYS – REGISTERED COMPANY AUDITOR

To: MR ANTHONY BOYS


I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of the Trustee(s) of the AVENELL SUPERANNUATION FUND

SIGNED:



Robert Avenell



Annette Avenell

DATED: 23 / 01 / 2023

Mr Anthony Boys
PO Box 3376
Rundle Mall SA 5000

Dear Anthony,

AVENELL SUPERANNUATION FUND
Superannuation Fund Trustee Representation Letter

In connection with your audit examination of the financial report of **AVENELL SUPERANNUATION FUND** ('the Fund') for the year ended 30/06/2022, we hereby confirm, at your request that to best of our knowledge and belief, the following representation relating to the accounts are correct.

Financial Report

We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation of the financial report.

The Trustees have determined that the Fund is not a reporting entity for the year ended 30/06/2022 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the fund. Accordingly, the financial report prepared is a special purpose financial report, which is for distribution to members of the fund and to satisfy the requirement of the SISA and the SISR, and to confirm that the financial report is free of material misstatements, including omissions.

We confirm, to the best of our knowledge and belief, the following representations are made to you during your audit.

Sole Purpose

The fund has been maintained for the sole purpose of providing superannuation benefits to its members and their dependents.

Superannuation Fund Books/Records/Minutes

- (a) We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit.
- (b) We have made available to you Minutes of all Trustee(s)' meetings and the Trust Deed.
- (c) We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial statements, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- (d) We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.
- (e) Records maintained during the period were in accordance with the Australian Taxation Office requirements.

Asset Form

The assets of the superannuation fund are being held in a form suitable for the benefit of the members of the fund, and have been held in accordance with the fund's investment strategy.

Ownership and Pledging of Assets

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the Trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

Investments

- (a) We have considered the requirement of generally accepted accounting standards in regards to impairment of assets when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
- (b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments that have not been disclosed in the financial statements.

- (c) The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the insurance needs of fund members, and the assets of the fund are in line with this strategy.
- (d) All investments are acquired, maintained and disposed of on an arm's length basis.

Trust Deed

The superannuation fund is being conducted in accordance with its Trust Deed.

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the Trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

Superannuation Industry (Supervision) Act and Regulations

- (a) The fund meets the definition of a self-managed superannuation fund under the SISA.
- (b) The fund has been conducted in accordance with the SISA, the SISR and its governing rules at all times during the year. Also there were no amendments to the governing rules during the year, except as notified to you.
- (c) The fund is being conducted in accordance with the SISA and the SISR, in particular the relevant requirements of the following provisions:
Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA
- (d) The Trustee(s) have been nominated and may only be removed in such manner and circumstances as are allowed in the Trust Deed.
- (e) The Trustees are not disqualified persons under s126K of the SISA.
- (f) Any vacancy among the Trustee(s) is filled in accordance with the Trust Deed.
- (g) The Trustee(s) have complied with all Trustee standards set out in SISR and the covenant prescribed by section 52 of the SISA.
- (h) The Trustee(s) have complied with all investment standards set out in the SISA and the SISR.
- (i) Information retention obligations have been complied with.
- (j) All contributions accepted and benefits paid have been in accordance with the governing rules of the fund and relevant provisions of the SISA and the SISR.

There are no breaches or possible breaches of the SIS legislation whose effects should be considered for disclosure in the financial report or to the Australian Taxation Office.

Commitments

- (a) There are no material commitments for construction or acquisition of property, plant and equipment to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
- (b) There were no commitments for purchase or sale of securities or assets or any options given by the fund including options over share capital.

Taxation

- (a) We have calculated income tax expense, current tax liability, deferred tax liability and deferred tax asset according to the definitions of taxable income and allowable deductions. We have calculated and recognised all other applicable taxes according to the relevant tax legislation.
- (b) There are no activities that invoke the anti-avoidance provisions of any applicable tax legislation.

Borrowings

The Trustees have not borrowed money on behalf of the superannuation fund with the exception of borrowings which were allowable under the SIS Act and the SIS Regulations.

Related Parties

- (a) The fund has not made any loans to, or provided financial assistance to members of the fund or their relatives.
- (b) No asset has been acquired from a member or related party other than as permitted under the SISA and the SISR.

- (c) Related party transactions and related amounts receivable or payable have been properly disclosed in the financial statements.

Accounting Misstatement Detected by Audit

There has been no misstatement noted by audit during the course of the current year audit.

Insurance

The superannuation fund has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks where relevant. This review has been performed and where it is considered appropriate, assets and insurable risks of the superannuation fund are adequately covered by insurance.

Accounting Estimates

We confirm the significant assumptions used in making accounting estimates are reasonable.

Fair Value Measurements and Disclosures

We confirm that significant assumptions used in fair value measurements and disclosures are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the fund.

Going Concern

In the opinion of the Trustees there are reasonable grounds to believe that the superannuation fund will be able to:

- Pay its debts as and when they fall due.
- Continue as a going concern for the foreseeable future.

We, therefore, confirm that the going concern basis is appropriate for the financial report.

Events after Balance Sheet Date

We are not aware of any events that have occurred between the financial reporting date to the date of this letter that we need to disclose or recognise in the financial report.

Comparative Information

We confirm that there have been no restatements made to correct a material misstatement in the prior period financial report that affects the comparative information.

Fraud and Error

- (a) There has been no:
 - (i) Fraud, error, or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure.
 - (ii) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial report.
 - (iii) Communication from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- (b) The superannuation fund has disclosed to the auditor all significant facts relating to any frauds or suspected frauds known to management that may have affected the superannuation fund.
- (c) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.

Legal Matters

We confirm that all matters that may result in legal action against the fund or the Trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.

General

- (a) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.
- (b) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

- (c) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (d) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

We understand that your examination was made in accordance with the Australian Auditing Standards and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the fund taken as a whole, and that your tests of the financial records and other auditing procedures were limited to those which you considered necessary for that purpose.

Additional Matters

There are no additional matters.

Signed by the Trustee(s) of the AVENELL SUPERANNUATION FUND



.....
Robert Avenell

Trustee



.....
Annette Avenell

Trustee

Annette Avenell
AVENELL SUPERANNUATION FUND
5 Romano Court, Ormiston, Queensland 4160

Dear Sir/Madam

AVENELL SUPERANNUATION FUND
Continuation of Account Based Pension

We have recently completed a review of the assets of **AVENELL SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2021. It is confirmed that the pension balance will automatically revert to Robert Avenell upon the death of the member.

Based on the account balance and the legislative requirements for Account Based Pension, I have set out below the Minimum income stream which must be taken for the year ending 30 June 2022.

Your balance contains:

- a Taxable Balance of: \$982.88; and
- a Tax Free Balance of: \$475,328.81

Tax Free proportion: 99.79%.

Your Minimum income stream applicable is \$11,910.00.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



.....
Annette Avenell
5 Romano Court, Ormiston, Queensland 4160

Robert Avenell
AVENELL SUPERANNUATION FUND
5 Romano Court, Ormiston, Queensland 4160

Dear Sir/Madam

AVENELL SUPERANNUATION FUND
Continuation of Account Based Pension

We have recently completed a review of the assets of **AVENELL SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2021. It is confirmed that the pension balance will automatically revert to Annette Avenell upon the death of the member.

Based on the account balance and the legislative requirements for Account Based Pension, I have set out below the Minimum income stream which must be taken for the year ending 30 June 2022.

Your balance contains:

- a Taxable Balance of: \$36,254.20; and
- a Tax Free Balance of: \$429,429.85

Tax Free proportion: 92.22%.

Your Minimum income stream applicable is \$11,640.00.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



.....
Robert Avenell
5 Romano Court, Ormiston, Queensland 4160

AVENELL SUPERANNUATION FUND

Minutes of a Meeting of the Trustee(s)

held on _____ at 5 Romano Court, Ormiston, Queensland 4160

PRESENT:

Robert Avenell and Annette Avenell

PENSION CONTINUATION:

Annette Avenell wishes to continue existing Account Based Pension with a commencement date of 01/07/2015. It is confirmed that the pension balance will automatically revert to Robert Avenell upon the death of the member.

The Pension Account Balance as at 01/07/2021 \$476,311.69, consisting of:

- Taxable amount of \$982.88; and
- Tax Free amount of \$475,328.81
- Tax Free proportion: 99.79%.

TRUSTEE ACKNOWLEDGEMENT:

It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

PAYMENT:

It was resolved that the trustees have agreed to pay at least the minimum pension payment for the current year of \$11,910.00 in the frequency of at least an annual payment.

CLOSURE:

Signed by the trustee(s) pursuant to the Fund Deed.



.....
Robert Avenell
Chairperson

AVENELL SUPERANNUATION FUND

Minutes of a Meeting of the Trustee(s)

held on _____ at 5 Romano Court, Ormiston, Queensland 4160

PRESENT: Robert Avenell and Annette Avenell

PENSION CONTINUATION: Robert Avenell wishes to continue existing Account Based Pension with a commencement date of 01/07/2016. It is confirmed that the pension balance will automatically revert to Annette Avenell upon the death of the member.

The Pension Account Balance as at 01/07/2021 \$465,684.05, consisting of:

- Taxable amount of \$36,254.20; and
- Tax Free amount of \$429,429.85
- Tax Free proportion: 92.22%.

TRUSTEE ACKNOWLEDGEMENT: It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- The fund's trust deed provides for payment of this pension to the member
- The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year

PAYMENT: It was resolved that the trustees have agreed to pay at least the minimum pension payment for the current year of \$11,640.00 in the frequency of at least an annual payment.

CLOSURE: Signed by the trustee(s) pursuant to the Fund Deed.



.....
Robert Avenell
Chairperson

**Memorandum of Resolutions of the Trustees for
Avenell Superannuation Fund**

Present: Robert Avenell
Annette Avenell

Investment Strategy Review: The Trustees tabled the current Investment Strategy dated 22/02/2022 for review and discussion.

The Trustees confirm that there have not been any significant changes to the purpose of the Fund, the members' circumstances or to the investments of the Fund.

Resolution: It was resolved to:

- continue to adopt the Investment Objectives and Strategies as set out in the strategy dated 22/02/2022
- formally record these on-going investment strategy reviews once a year in writing, or when an event occurred requiring a significant change to the Fund's investment strategy.

Closure: There being no further business, the meeting was declared closed.

Signed as a true and correct record



.....
Robert Avenell
Trustee

|



.....
Annette Avenell
Trustee

Dated: 19/12/2022

Memorandum of Resolutions of

Robert Avenell and Annette Avenell

ATF AVENELL 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.

The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2022 and it was resolved that such statements be and are hereby adopted as tabled.

TRUSTEE'S DECLARATION:

It was resolved that the trustee's declaration of the superannuation fund be signed.

ANNUAL RETURN:

Being satisfied that the fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2022, 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 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 2022.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2022.

AUDITORS:

It was resolved that

Super Audits Pty Ltd

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

HFB Super Pty Ltd

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.

Memorandum of Resolutions of

Robert Avenell and Annette Avenell

ATF AVENELL SUPERANNUATION FUND

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 –



.....
Robert Avenell

/



.....
Annette Avenell

Trustees Declaration

The trustees have determined that the fund is not a reporting entity and that the 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 2022 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2022 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 2022.

Signed in accordance with a resolution of the trustees by:



.....
Robert Avenell

Trustee



.....
Annette Avenell

Trustee

23 / 01 / 2023

Dated this day of

Title	9AVER - 2022 Super pack
File name	HFB GROUP -...- HFBS.docx and 6 others
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