

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

## Terms of Engagement

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 extra-ordinary 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.

Terms of Engagement – Version 10 – 1 November 2023 – HFB Super Pty Ltd



#### **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.

#### 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

#### Associated Entities

HFB Super Strategies Pty Ltd	ABN 35 612 780 766
HFB Accounting Pty Ltd	ABN 85 600 231 105
HFB Eastside Pty Ltd	ABN 65 667 557 173
HFB Advisory Pty Ltd	ABN 48 166 956 841
HFB Drive Pty Ltd	ABN 23 657 588 773
HFB Private Wealth Pty Ltd	ABN 61 662 303 835
HFB Services Pty Ltd	ABN 26 659 350 893
HFB Digital Solutions Pty Ltd	ABN 84 653 387 912
HFB Powerhouse Pty Ltd	ABN 53 662 295 721
HFB Bookkeeping Pty Ltd	ABN 25 613 906 184

## TEAM OF PROFESSIONALS – INDICATIVE CHARGE RATES

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

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.

#### **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

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18 / 01 / 2024

day of

Signature Ian Somers

Signature Janice Somers

#### SMSF Name:

SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND

## Terms of Engagement for SMSF Audit

#### 1. Purpose

This Terms of Engagement for Audit Engagement Services (**TE**) confirms our understanding of the engagement and the nature and limitations of services provided.

#### 2. The objective and scope of the audit

- 2.1 You have requested that we audit SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND (the Fund):
  - a. financial report, which comprises the statement of financial position as at 30/06/2023 and the notes to the financial statements; and
  - b. compliance during the same period with the requirements of the *Superannuation Industry* (*Supervision*) *Act* 1993 (SISA) and SIS Regulations (SISR) specified in the approved form auditor's report as issued by the Australian Taxation Office (ATO), which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103,104, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, and 13.18AA of the SISR.
- 2.2 We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the SISA and SISR.
- 2.3 We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the Accounting Profession which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

#### 3. The responsibilities of the auditor

3.2 We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB) and with and the Accounting Professionals and Ethical Standards APES 210 *Conformity with Auditing and Assurance Standards*. These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.

3.3 The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SISA, we are required to provide to the trustees of the Fund an auditor's report in the approved form within the prescribed time as set out in the SISR, 28 days after the trustees have provided all documents relevant to the preparation of the auditor's report.

#### 3.4 Financial audit

A financial 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. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the Fund'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 Fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the Fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a letter to the trustee.

#### 3.5 Compliance engagement

A compliance engagement involves performing audit procedures to obtain audit evidence about the Fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the Fund, which has been reviewed regularly and gives due consideration to risk, return, liquidity, diversification and the insurance needs of members. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

- 3.6 During the course of our engagement, if we identify or suspect that Non-Compliance with Laws or Regulations (NOCLAR) has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance and may be fundamental to the fund's ability to continue its business or to avoid material penalty, we may:
  - 3.5.1 discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate
  - 3.5.2 communicate the non-compliance or suspected non-compliance with the trustee and external auditor, unless prohibited by law or regulation
  - 3.5.3 disclose the matter to an appropriate authority even when there is no legal or regulatory requirement to do so; and/or
  - 3.5.4 withdraw from the engagement and the professional relationship where permitted by law or regulation

- 3.6 Where appropriate we may inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of a law or regulation that would cause substantial harm to the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.
- 3.7 Any information pertaining to your affairs, whether it be provided by you, or through a Trusted Adviser, will be utilised and stored in an appropriate manner to maintain our professional standards and obligations. Further information on privacy is noted at section 10 of this letter.

#### 4. The responsibilities of the trustees

- 4.1 We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the Fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the Fund. The trustees are also responsible for the preparation and fair presentation of the financial report.
- 4.2 Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:
  - Establishing and maintaining controls relevant to the preparation of a financial report that
    is free from misstatement, whether due to fraud or error. The system of accounting and
    internal control should be adequate in ensuring that all transactions are recorded and that
    the recorded transactions are valid, accurate, authorised, properly classified and promptly
    recorded, so as to facilitate the preparation of reliable financial information. This
    responsibility to maintain adequate internal controls also extends to the Fund's
    compliance with SIS including any Circulars and Guidelines issued by a relevant regulator
    to the extent applicable. The internal controls should be sufficient to prevent and/or detect
    material non-compliance with such legislative requirements;
  - Selecting and applying appropriate accounting policies;
  - Making accounting estimates that are reasonable in the circumstances; and
- 4.3 Making available to us all the books of the Fund, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance, we require for the purposes of our audit. Section 35C(2) of SISA requires that Trustees must give to the auditor any document, relevant to the conduct of the audit, that the auditor requests in writing within 14 days of the request.<sup>1</sup>
- 4.4 As part of our audit process, we will request from the trustees written confirmation concerning

<sup>&</sup>lt;sup>1</sup> If the Fund is a reporting entity this sentence requires amendment to read: 'Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with Australian Accounting Standards'.

representations made to us in connection with the audit.

#### 5. Reporting

5.1 Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the Fund, or for any purpose other than that for which it was prepared.

#### 5.2 Report on matters identified

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 SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be aware that we are also required to notify the ATO of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of the materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be or may be about to become unsatisfactory.

5.2 You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version.

#### 6. Independence

6.1 We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SISA and SISR including APES 110 *Code of Ethics for Professional Accountants* in relation to the audit of the Fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

#### 7. Administration, Fees and Billings

- 7.2 Our professional fees will be calculated primarily on a fixed fee basis, however the fee may exceed fixed fee which is applied to "standard" Fund's with no breaches or contraventions and low level of complexities and transactions.
- 7.3 Our invoices may also include disbursements paid by us. These may include photocopying charges, telephone and facsimile transmission charges, travel fares and expenses, stamp duty and fees paid to third parties such as couriers, registration fees or fees for other professionals.
- 7.4 Unless other payment terms are agreed, each invoice is payable within 7 days of receipt.
- 7.5 If the engagement involves the use of trust monies, we will manage those funds in accordance with APES 310 Client Monies and as authorised by you in the Trust Account Authority Letter or as otherwise instructed by you.

- 8.2 You own all original materials given to us.
- 8.3 We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original materials you give to us.
- 8.4 We may exercise a lien of your documents in our possession in the event of a dispute, which will be handled in accordance with our firm's dispute resolution process.
- 8.5 Subject to the payment of all outstanding professional fees and disbursements owing to us, we will provide you with materials produced by us for you in the event you engage the services of another practitioner and the materials are required by your new practitioner.

#### 9. Privacy

- 9.2 Our collection use and disclosure of your personal information (PI) may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect PI about you that relates to the TE. We may disclose PI about you for the primary purpose of this TE or to third parties by express consent or as required by law.
- 9.3 We may collect PI about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the Privacy Act 1988 (Cth). Your obligations may include ensuring your privacy policy and contracts include a reference to your collection practices, how you will use the PI and that you may disclose the PI to an agent for public accounting services.
- 9.4 We may from time to time engage third party specialist professionals where warranted to obtain the advice or to assist us to provide our services to you. This may include cloud service providers and outsourced service providers.
- 9.5 Where an outsourced service requires the disclosure of PI to an overseas recipient, we take care to ensure that other third parties outside Australia to whom we disclose PI are subject to contractual obligations relating to privacy and the handling of your personal information and can only use the information for the purposes stipulated by us.

#### 10. Confidentiality

10.1 We have an ethical duty of confidentiality, which means we must not share or disclose your details of this TE to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

#### 11. Professional Indemnity Insurance (PII)

11.1 We hold professional indemnity insurance of at least the minimum amount prescribed in the CPA Australia Ltd By-Laws or as required by law.

#### 12. Professional Standards Scheme & Limitation of Liability

- 12.1 We participate in the CPA Australia Ltd Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action.
- 12.2 The Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services.

#### 13. Other

13.1 This letter will be effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

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 financial audit and compliance engagement.

Yours faithfully, Acknowledged on behalf of the trustees and members:

formes

Ian Somers

g Some S f

Janice Somers

Yours Sincerely Super Audits Pty Ltd

Dated:<sup>18</sup> / 01 / 2024

PO Box 3376 Rundle Mall, South Australia 5000

Dear Sir/Madam,

#### Re: SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND Trustee Representation Letter

This representation letter is provided in connection with your audit of the financial report of the SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND (the Fund) and the Fund's compliance with the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR), for the year ended 30/06/2023, for the purpose of you expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The Trustees have determined that the Fund is not a reporting entity for the year ended 30/06/2023 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 requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of the SISA and SISR, and 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.

#### 1. Sole Purpose Test

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

#### 2. Trustees are not disqualified

No disqualified person acts as a director of the trustee company/an individual trustee.

#### 3. Fund's Governing Rules, Trustees' Responsibilities and Fund Conduct

The Fund meets the definition of a self-managed superannuation fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee/director of the corporate trustee, receives any remuneration for any duties or services performed by the trustee/director in relation to the fund.

The Fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the governing rules during the year, except as notified to you.

The Trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

The Trustees are not subject to any contract or obligation which would prevent or hinder the Trustees in properly executing their functions and powers.

The Fund has been conducted in accordance with the SISA, the SISR and the governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO, which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA of the SISR.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report *or we have disclosed to you all* 

known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial report and the Auditor's/actuary contravention report.

#### 4. Investment Strategy

The investment strategy has been determined and reviewed with due regard to risk, including recoverability of investments, return, liquidity, diversity and the insurance needs of Fund members, and the assets of the Fund are in line with this strategy.

#### 5. Accounting Policies

All the significant accounting policies of the Fund are adequately described in the Financial Report and the Notes attached thereto. These policies are consistent with the policies adopted last year.

#### 6. Fund Books and Records

All transactions have been recorded in the accounting records and are reflected in the financial report. We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the Trustees.

We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect error and fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, 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.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the Trustees or others.

In instances where the fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the fund.

Information retention obligations have been complied with, including:

- Accounting records and financial reports are being kept for five (5) years,
- Minutes and records of trustees'/directors of the corporate trustee meetings/decisions are being kept for ten (10) years;
- Records of trustees'/directors of the corporate trustees' changes and trustees' consents are being kept for at least ten (10) years;
- Copies of all member or beneficiary reports are being kept for ten (10) years; and
- Trustee declarations in the approved form have been signed and are being kept for each Trustee appointed after 30 June 2007.

#### 7. Fraud, error and non-compliance

There have been no:

- a) Frauds, error or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure that could have a material effect on the financial report.
- b) Communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- c) Violations or possible violations of laws or regulations whose effects should have been considered for disclosure in the financial report or as a basis for recording an expense.

#### 8. Asset Form and Valuation

The assets of the Fund are being held in a form suitable for the benefit of the Members of the Fund, and are in accordance with our investment strategy.

Investments are carried in the books at their net market value. Such amounts are considered reasonable in light of present circumstances.

We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

We have assessed their recoverability and we are comfortable that the fund will be able, if needed, to realise these assets.

There are no commitments, fixed or contingent, for the purchase or sale of long term investments.

#### 9. Safeguarding Assets

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

#### **10. Significant Assumptions**

We believe that significant assumptions used by us in making accounting estimates are reasonable.

#### 11. Ownership and Pledging of Assets

The Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective Trustee.

There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others.

All assets of the Fund are held separately from the assets of the members, employers and the Trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the Fund.

#### 12. Payment of benefits

Benefits have been calculated and provided to members in accordance with the provisions of the Fund's governing rules and the relevant legislation.

The Trustee has revalued Member/s benefits to market value just prior to paying out a portion or all of a member's account balance.

#### **13. Related Parties**

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships. Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report.

Acquisitions from, loans to, leasing of assets to and investments in related parties have not exceeded the in-house asset restrictions in the SISA at the time of investment, acquisition or at year end.

The Fund has not made any loans or provided financial assistance to members of the Fund or their relatives.

If the Fund owns residential property the members of the Fund or associates or other related parties do not lease, or use the property for personal use.

#### 14. Acquisitions from related parties

No assets have been acquired by the Fund from members or associates or other related parties of the Fund other than those assets specifically exempted by Section 66 of SISA.

#### 15. Borrowings

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

#### 16. Subsequent Events

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the Fund as to require mention in the notes to the Financial Statements in order to ensure they are not misleading as to the financial position of the Fund or its operations.

#### 17. Outstanding Legal Action

We confirm that you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report. There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring or is about to occur.

#### 18. Going Concern

We confirm we have no knowledge of any event or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

#### 19. Residency

The Trustees declare that the Fund was a resident Australian superannuation fund at all times during the year of income.

#### 20. Investment Returns

Investment returns of the Fund have been allocated to members in a manner that is fair and reasonable.

#### 21. Insurance

Where the Fund has taken out a life insurance policy on behalf of a member, the Trustee confirms that the Fund is the beneficial owner.

The Trustee also confirms that the Fund has not purchased a policy over the life of a member, where the purchase is a condition and consequence of a buy-sell agreement the member has entered into with another individual.

#### 22. Limiting powers of Trustees

The Trustees have not entered into a contract or done anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers.

#### 23. Collectables and Personal Use Assets

If the Trustees own collectables and/or personal use assets these assets are not being used for personal use.

#### 24. Uncorrected misstatements

We believe the effects of those uncorrected financial report misstatements aggregated by the auditor during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole. A summary of such items is attached.

#### 25. Additional Matters

Include any additional matters relevant to the particular circumstances of the audit, for example:

- The work of an expert has been used; or
- Justification for a change in accounting policy

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

Yours sincerely, For and on behalf of the Trustee(s)

Ones

lan Somers

Going Hiking Pty Ltd Director

J Somory

Janice Somers Going Hiking Pty Ltd Director

# Self-managed superannuation fund annual return



#### Who should complete this annual return? To complete this annual return ■ Print clearly, using a BLACK pen only. Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the Fund ■ Use BLOCK LETTERS and print one character per box. income tax return 2023 (NAT 71287). 8 M Τ H ST The Self-managed superannuation fund annual return Place $|\mathcal{X}|$ in ALL applicable boxes. instructions 2023 (NAT 71606) (the instructions) can assist you to complete this annual return. Postal address for annual returns: The SMSF annual return cannot be used to notify us of a Australian Taxation Office change in fund membership. You must update fund details GPO Box 9845 via ABR.gov.au or complete the Change of details for [insert the name and postcode superannuation entities form (NAT 3036). of your capital city] For example; Australian Taxation Office GPO Box 9845 SYDNEY NSW 2001 Section A: Fund information To assist processing, write the fund's TFN at 1 Tax file number (TFN) Provided 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) SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND Australian business number (ABN) (if applicable) 29997169291 3 **Current postal address** PO Box 24 Suburb/town State/territon Postcode Cleveland QLD 4163 5 Annual return status Is this an amendment to the SMSF's 2023 return? A No Yes Is this the first required return for a newly registered SMSF? B No X Yes

Tax File Number Provided

#### SMSF auditor 6

Auditor's name	
Title: Mr X Mrs Miss M	s Other
Family name	
Boys	
First given name	Other given names
Anthony	William
SMSF Auditor Number	Auditor's phone number
100014140	61410712708
Postal address	
PO Box 3376	
Suburb/town	State/territory Postcode
Rundle Mall	SA 5000
Date audit was completed	Day Month Year
Was Part A of the audit report qual	ified? B No X Yes
Was Part B of the audit report qual	ified? C No X Yes
If Part B of the audit report was qua have the reported issues been rectif	

#### 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.

#### Fund's financial institution account details Α

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

Fund BSB number	084606	Fund account number	226543593
Fund account name			
SOMERSET FINA	NCIAL SERVICES	SUPERANNUATION FUND	
l would like my tax re	funds made to this a	ccount. 🗙 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 name

Account number

#### С 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.

BGLSF360

							Та	ax File	Number	Provid	ed	
8	Status of SMSF	Aust	ralian superann	uation fund	A No		Yes X	1	-und bene	efit structur	э <b>В</b>	A Code
		vernment's	deed allow acc Super Co-contr v Income Super	ibution and	C No		Yes X					
9	Was the fund wo	ound up d	uring the inc	ome year	?							
	No X Yes )	If yes, provic which the fu	le the date on nd was wound u	up Day	Month	/ [	Year		ve all tax lo and gations be	payment	No 🗌	Yes
10	Exempt current	pension i	ncome									
	Did the fund pay ret	tirement pha	ase superannua	tion income	stream	benefit	s to one o	or more	members	in the inco	ome ye	ar?
			for current pension income		you mi	ust pay	at least t	he minir	num bene	efit paymen	t unde	r the law.
	No Go to Sec	ction B: Inco	ome.									
	Yes X Exempt cu	urrent pens	on income amc	unt <b>A \$</b>		101	1,615					
	Which me	ethod did yc	u use to calcula	ate your exer	npt cur	rent pe	nsion inco	ome?				
		Segrega	ited assets met	nod <b>B</b>								
		Unsegrega	ited assets met	nod CX	Was a	n actua	arial certif	icate ob	tained?	D Yes	K	
	Did the fund have a	any other inc	ome that was a	issessable?								
	E Yes X Go to	Section B:	Income.									
	No Choos Go to	sing 'No' m Section C:	eans that you de Deductions and	o not have a I non-deduc	ny asse tible exp	ssable benses	income, . (Do <b>not</b>	includin comple	g no-TFN te Sectior	quoted con B: Income	ntributi e.)	ons.
			n any tax offsets ne tax calculatio									

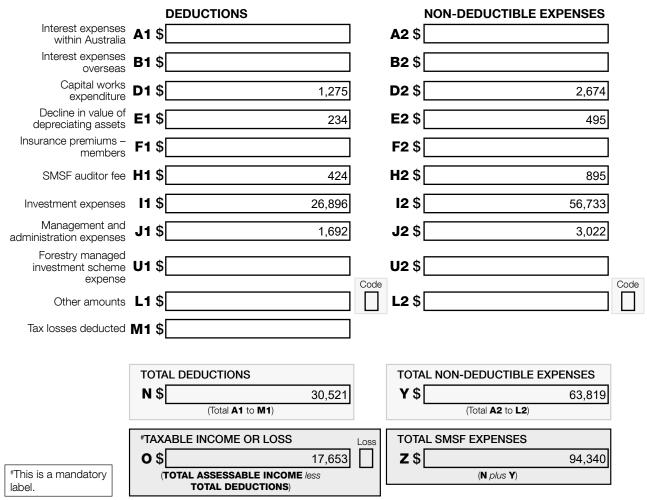
Sec	ction B: <b>Inc</b>	ome					
the retire	ement phase for the	e entire year, ther	e was <b>no</b> o	ther incom	e that v	were supporting superannuation incom- vas assessable, and you <b>have not</b> realis ese at Section D: Income tax calculation	ed a deferred
11 Incom	<b>e</b> Did you have a cap (CGT) event duri		No X	Yes	\$10,00 2017 a	tal capital loss or total capital gain is grea 0 or you elected to use the transitional C nd the deferred notional gain has been re te and attach a <i>Capital gains tax (CGT)</i> s	GT relief in ealised,
		n or rollover?	No X	Yes	Code		
			Net c	apital gain	<b>A</b> \$		
	Gross re	ent and other leasi	ng and hirir	ng income	в\$	119,940	
			Gro	ss interest	<b>C</b> \$	1	
		Forestry	managed ir schen	nvestment ne income	X \$		
	Gross foreign in	come					Loss
D1 \$			Net forei	gn income	<b>D</b> \$		
	Australian franking	g credits from a Ne	ew Zealand	company	E \$		Number
				sfers from eign funds	F \$		0
		Gr	oss payme	-	Н\$		
	tion of assessable essable employer o		Gross c	distribution artnerships	I\$		Loss
R1 \$			· ·	d dividend	J \$		
	essable personal c	ontributions	*Franke	amount d dividend			
R2 \$			1 TOTINO	amount	<b>K</b> \$		
plus **	No-TFN-quoted co	ntributions 0	*Dividen	d franking credit	L \$		Code
	amount must be includ			Gross trust stributions	М\$	29,848	P
less Tran	sfer of liability to life company or PS			sessable			
R6 \$			con	tributions (R1 plus R2 R3 less R6)	<b>R</b> \$		
Calculat	tion of non-arm's	length income					Code
	rm's length private o	ompany dividends	*Oth	er income	<b>S</b> \$		
U1 \$ plus *Net non-arm's length trust distributions			ole income	<b>-</b> •			
U2 \$				anged tax us of fund	Т\$		
<i>plus</i> *Net	t other non-arm's le	ength income		non-arm's h income			
U3 \$			(subject to 4		U \$		
#This label	is a mandatory		GROSS (Sum of lab		<b>w</b> \$	149,789	
*lf ar	n amount is	Exempt cu			Y \$	101,615	
	red at this label, k the instructions				ŢΦ	101,015	Loss
tax t	nsure the correct reatment has n applied.	TOTAL AS INCOM	SESSABL /IE (W less )			48,174	

Page 4

### Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

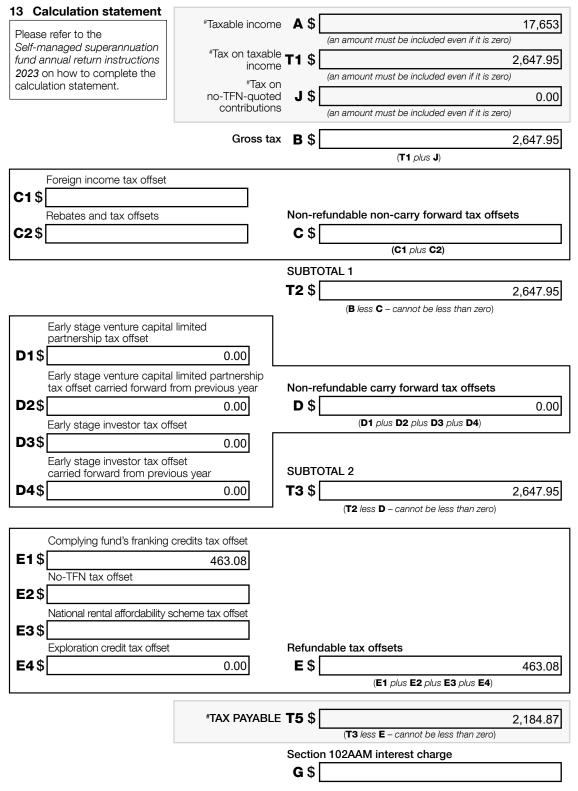
Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded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



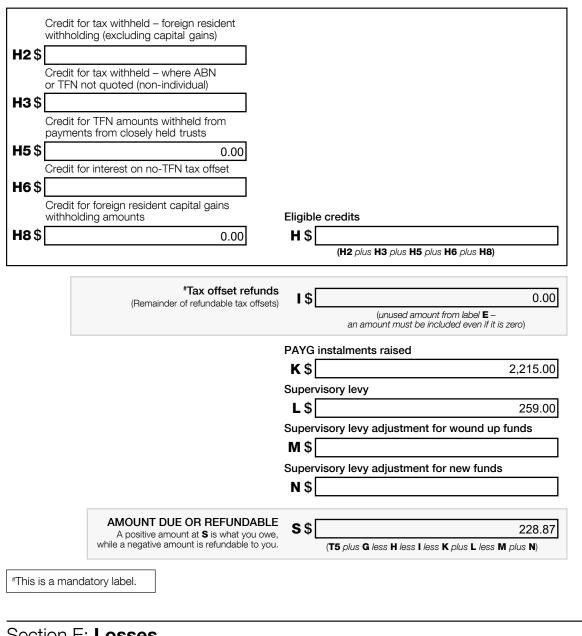
#### Section D: Income tax calculation statement

#### #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.



Tax File Number Provided



## Section E: Losses

#### 14 Losses

If total loss is greater than \$100,000, complete and attach a Losses schedule 2023.

Tax losses carried forward to later income years Net capital losses carried forward to later income years

U \$ V \$

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Page 7

			Tax File Number Provided
Section F	: Member inform	ation	
MEMBER 1			
Title: Mr X Mrs	Miss Ms Other		
Family name			
Somers		<u></u>	
First given name	]	Other give	en names
lan		Fraser	Day Month Year
Member's TFN See the Privacy note in	the Declaration. Provided		Date of birth Provided
Contributions	OPENING ACCOUNT BAL	ANCE \$	1,942,894.19
Refer to instruction	ons for completing these labels	3.	Proceeds from primary residence disposal
	· · · · · · · · · · · · · · · · · · ·	H	1\$
Employer con	tributions		Day Month Year
ABN of princip		F	
		<u> </u>	Assessable foreign superannuation fund amount
Personal cont	ributions	•	Non-assessable foreign superannuation fund amount
B \$	histichis	-1	
·	siness retirement exemption	Ŭ	Transfer from reserve: assessable amount
C \$		к	
CGT small bu	siness 15-year exemption amo		Transfer from reserve: non-assessable amount
D \$		L	. \$
Personal injun	y election		Contributions from non-complying funds
E \$		_	and previously non-complying funds
Spouse and c	hild contributions	Т	\$
F \$			Any other contributions (including Super Co-contributions
	rty contributions		(including Super Co-contributions and Low Income Super Amounts)
G \$		M	I \$
	TOTAL CONTRIBU	HONS N	(Sum of labels <b>A</b> to <b>M</b> )
Other transactions		0	Allocated earnings or losses Loss
		U	S 35,715.11
Accumulation	phase account balance	Б	
S1 \$	1,185,150.72	F	Outward rollovers and transfers
Retirement ph	ase account balance	0	
– Non CDBIS		Q.	
S2 \$	703,668.36	R1	Lump Sum payments
	ase account balance	R I	
			Income stream payments Code
S3 \$	0.00	R2	<b>2 \$</b> 18,360.00 M
			¢ (
0 TRIS Count	CLOSING ACCOUNT BAL	ANCE 3	\$ 1,888,819.08 (S1 plus S2 plus S3)
	Accumulation phase	e value <b>X1</b>	\$
	Retirement phase		
			- Ψ[]
	Outstanding limited rea borrowing arrangement a		/ \$

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Page 8

				Tax File Nu	umber Prov	vided
MEMBER 2						
	Miss Ms Other					
Family name						
Somers						
First given name		Other given	names			
Janice		Beryl				
Member's TFN See the Privacy note in t	the Declaration. Provided			Date of birth	Day Mon	rovided
Contributions	OPENING ACCOUNT BAL	ANCE \$		1,8	861,472.76	
Refer to instructio	ns for completing these labels	s. <b>H</b> :		om primary resider	nce disposal	
Employer contr	ibutions	— п	Ψ	Day Month	Year	
A \$		H	Receipt date		]/	
ABN of principa	al employer			oreign superannua	ation fund amo	unt
A1			·			
Personal contri	butions			able foreign super	annuation fund	d amount
B \$	iness retirement exemption	J				
C \$		K		n reserve: assessa	able amount	
	iness 15-year exemption amo		·	n reserve: non-ass	sessable amou	nt
D \$		L				
Personal injury	election		Contribution	s from non-compl	lying funds	
E \$		т		sly non-complying	funds	
1	ild contributions	•	Any other co	ontributions		
F\$ Other third part	ty contributions		(including Su	iper Co-contributi ome Super Amou	ons	
G \$		M		orne Super Arnou	11(5)	
			·			
	TOTAL CONTRIBU	TIONS N				
			(Sum	of labels A to M)		
Other transactions				rnings or losses	<u></u>	Loss
		0			31,353.57	L
Accumulation p	phase account balance	Р		vers and transfers		
S1 \$	0.00	F		overs and transfer	~~ ~	
	ase account balance	Q			3	
			Lump Sum p	pavments		Code
S2 \$	1,783,579.19	R1 :		,		
– CDBIS	ase account balance		Income strea	am payments		Code
S3 \$	0.00	R2 :			46,540.00	M
	l		+ [		]	
0 TRIS Count	CLOSING ACCOUNT BAL	ANCE S		1,7 plus <b>S2</b> plus <b>S3</b> )	783,579.19	
L	Accumulation phase	e value <b>X1</b> :	\$			
	Retirement phase					
	Outstanding limited red		·			
	borrowing arrangement a	course mount Y	⊅			

OFFICIAL: Sensitive (when completed)

Page 9

Tax File Number Provided

Section H	: Assets and lia	bilities			
15a Australian mana	ged investments	Listed trusts	<b>A</b> \$[	965,756	
		Unlisted trusts	в\$Г		
		Insurance policy			
	Oth	er managed investments	שגע		
15b Australian direct	t investments	Cash and term deposits	E \$[	49,509	
	se borrowing arrangements	Debt securities	F \$ [		
J1 \$	ential real property	Loans	e «[		
·	esidential real property	-			
J2 \$		Listed shares	н\$[		
Overseas real pr	roperty	Unlisted shares	I\$		
J3 \$		Limited recourse	J \$ [		7
Australian share	S	borrowing arrangements	υφL		
J4 \$		Non-residential real property	к\$[		
Overseas shares	S	Residential	L S	2,625,000	
Other		real property Collectables and	- + L		
J6 \$		Collectables and personal use assets	М\$		
Property count		Other assets	<b>o</b> \$_	34,464	
J7					
15c Other investmen	nts	Crypto-Currency	N \$[		
15d Overseas direct	investments	Overseas shares	Р\$[		
	Overseas no	n-residential real property	<b>Q</b> \$[		
	Oversea	s residential real property	<b>R</b> \$[		
	Overse	as managed investments	<b>s</b> \$[		
		Other overseas assets	т\$[		
	TOTAL AUSTRALIAN AN (Sum of labe		U \$[	3,674,729	
or i	fund have a loan to, lease to investment in, related parties (known as in-house assets) the end of the income year?	A No 🗶 Yes 🗍	\$[		

				Tax File Number	Provided
15f	Limited recourse borrowing arrangements If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? Did the members or related parties of the fund use personal guarantees or other security for the LRBA?	<b>A</b> No Yes <b>B</b> No Yes	]		
16	LIABILITIES Borrowings for limited recourse borrowing arrangements V1 \$ Permissible temporary borrowings V2 \$ Other borrowings				
	V3 \$	Borrowings	v	\$	
	Total member clos (total of all CLOSING ACCOUNT BALANCEs fro	ing account balances om Sections F and G) Reserve accounts Other liabilities		\$ \$ \$	3,672,397 2,332
		TOTAL LIABILITIES	Z	\$	3,674,729
Se	ction I: Taxation of financia	l arrangemer	nts	6	

#### 17 Taxation of financial arrangements (TOFA)

## Notal TOFA gains H\$ Total TOFA losses

## 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 <b>income year</b> <b>specified</b> of the election (for example, for the 2022–23 income year, write 2023).	A
If revoking or varying a family trust election, print <b>R</b> for revoke or print <b>V</b> for variation, and complete and attach the <i>Family trust election, revocation or variation</i> 2023.	в 🗌
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	C
specified and complete an Interposed entity election or revocation 2023 for each election.	
If revoking an interposed entity election, print R, and complete	пΠ

and attach the Interposed entity election or revocation 2023.

OFFICIAL: Sensitive (when completed)

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

		I	
f Ones		Date Day Mo	nth Year
Preferred trustee or director contact details	:		
Title: Mr X Mrs Miss Ms Other			
Family name			
Somers			
First given name	Other given names		
lan	Fraser		
Phone number 07 3286 1322 Email address			
Non-individual trustee name (if applicable)			
Going Hiking Pty Ltd			
ABN of non-individual trustee			
Time taken to prepare a	nd complete this annual return	Hrs	
The Commissioner of Taxation, as Registrar of the provide on this annual return to maintain the integri			
<b>TAX AGENT'S DECLARATION:</b> I declare that the <i>Self-managed superannuation fund a</i> provided by the trustees, that the trustees have given correct, and that the trustees have authorised me to lo Tax agent's signature	me a declaration stating that the in	red in accordance with i formation provided to m	nformation e is true and
		Date Day Mo	nth Year
Tax agent's contact details           Title:         Mr         Mrs         Miss         Ms         Other           Family name         Sherman			
First given name	Other given names		
Shona	Lorraine		
Tax agent's practice			
HFB Super Pty Ltd			
Tax agent's phone number F	Reference number	Tax agent nun	nber
	SOMI	24805931	
L		<u> </u>	

#### **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	SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND	2023

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	Jf Omes	Date		

#### ELECTRONIC FUNDS TRANSFER CONSENT

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

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

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

Account Name	SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND		
Account Number	084606 226543593	Client Reference	SOMI

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

Signature	Date	/	/	

#### Tax Agent's Declaration

#### I declare that:

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- 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	SOMI	
Agent's Phone Num	ber 07 3286 1322	Т	ax Agent Number	24805931	

# Memorandum of Resolutions of the Director(s) of Going Hiking Pty Ltd ACN: 620594809

#### ATF SOMERSET FINANCIAL SERVICES 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 2023 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 2023, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
TRUST DEED:	The Chair tabled advice received from the fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
INVESTMENT STRATEGY:	The allocation of the fund's assets and the fund's investment performance over the financial year were reviewed and found to be within 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).
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.
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:

Going Hiking Pty Ltd ACN: 620594809

ATF SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND

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.

Signed as a true record -

CLOSURE:

Homes

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Ian Somers

grende <

.....

Janice Somers

#### Somerset Financial Services Superannuation Fund Minutes of a special general meeting of the Trustees held on 11 January 2024 at 131 Shore Stree North, Cleveland QLD 4163

Present:	lan Somers Jan Somers
Minutes:	The Chair reported that the minutes of the previous meeting had been signed as a true record.
Property at Unit 8, The Emerald, Noosa Heads QLD 4567	The Trustees wish to make the following declarations in respect of the property for the year ended 30 June 2023:
	<ul> <li>The property is held by Going Hiking Pty Ltd ATF the Somerset Financial Services Superannuation Fund</li> <li>Any liens or encumbrances on the property title comply with the super laws</li> <li>The building is appropriately insured</li> <li>The property has been leased to an unrelated party for the year on arm's length terms pursuant to section 109 of the SIS Act 1993</li> </ul>
	The Trustees are aware that all assets of super funds are required to be valued at market value in accordance with SIS Regulation 8.02B, subsection 10(1) of the SIS Act, and the ATO's guidelines on valuations of real property.
	An independent market valuation has been obtained to support the value reported in the financial statements.
Property at Unit 8, On The Beach, Maroochydore QLD 4558	The Trustees wish to make the following declarations in respect of the property for the year ended 30 June 2023:
	<ul> <li>The property is held by Going Hiking Pty Ltd ATF the Somerset Financial Services Superannuation Fund</li> <li>Any liens or encumbrances on the property title comply with the super laws</li> <li>The building is appropriately insured</li> <li>The property has been leased to an unrelated party for the year on arm's length terms pursuant to section 109 of the SIS Act 1993</li> <li>The Trustees are aware that all assets of super funds are required to be valued at market value in accordance with SIS Regulation 8.02B, subsection 10(1) of the SIS Act, and the ATO's guidelines on valuations of real property.</li> <li>An independent market valuation has been obtained to support the value reported in the financial statements.</li> <li>Signed as a true and correct record</li> <li>Jan Somers</li> </ul>

Director – Going Hiking Pty Ltd

## Somerset Financial Services Superannuation Fund Projected Investment Strategy

For the year ended 30 June 2024

#### Background

The Trustees of the Fund have devised this Investment strategy for the Fund considering the objective of the Fund and in line with the governing rules of the Fund and superannuation law. Through this investment strategy the Trustees are seeking to maximise the superannuation benefits for all its members of the Fund having regard to risk and reward of each type of investment.

Among other things, the Trustees have considered and determined that the Fund's current asset mix of assets are appropriate for its members for the financial year. Trustees have given regard to the members age and their in-ability to withdraw from the Fund their superannuation interests for retirement purposes in devising a strategy for the next financial year.

Ian and Janice Somers are the members of the Fund. Ian is 73 years of age and has retired. His member balance as at 30 June 2023 was \$1,888,819.08. Ian also has external superannuation balances. Janice is 73 years of age and has retired. Her member balance as at 30 June 2023 was \$1,783,579.19.

#### **Investment Objective**

To maximise returns and minimise the risks of investment of the Fund's assets in managing and providing superannuation benefits to members and their dependants in meeting their retirement needs.

To ensure all investments are consistent with the governing rules of the Fund and appropriate Superannuation Legislations and the Fund's investment strategy.

The Fund has invested in Australian listed securities, term deposits and residential property at Noosa and Maroochydore in order to earn regular investment income.

#### **Risk & Return on Investments**

Each investment decision will be made with due regard to the associated, risk and expected return. With this in mind, the Trustees will, from time to time, seek professional investment advice in order to assist in the process of determining what investments are suitable for the Fund and also taking into account the concerns of the members.

The overall strategy is to maximise the returns of the Fund's investments and minimise the exposure of risk from any particular investment, the Fund will try to maintain a diversified portfolio.

However, considering the low returns on cash & money market and fixed interest investments, the Trustees have decided that they will not invest much of the Fund in this asset class.

In making a decision on the types of investments made by the Fund, the Trustees have consulted with the members in this regard. They have taken into account the members overall risk profile and their concerns about various investment opportunities.

After discussions with the members of the Fund, the Trustees have determined that they will invest most of the Fund in direct property, Australian listed securities, cash and term deposits. **Liquidity of Fund's Assets** 

Each investment decision will be made with due regard to the cash flow requirements of the Fund. The Trustees will consider the liabilities (current and prospective) of the Fund and ensure adequate cash is maintained by the Fund to meet its liabilities as and when they fall due.

The Fund's liquidity needs will be considered at the time of each investment and also during the regular review of the Fund's portfolio and investment strategy.

The Trustees have considered and determined that the current investment provides the Fund with all the necessary expenses of the Fund for the next year.

The Trustees are aware that Ian and Janice have retired and currently have account based pensions. In the current economic environment, income from the assets are sufficient to meet the minimum pension requirement.

#### Asset Class

The Fund's asset classes as at the beginning of the year (1st July 2022) and as close of the year (30th June 2023) are as below with the Trustees asset allocation for the following year:

Asset Class	Assets 1/07/2022 \$	Assets 30/06/2023 \$	Targe		-	(% of ssets)	Total
Australian Shares	1,069,906	965,756	20	<b>%</b>	-	60	%
International Shares				" %	-		%
Cash	27,070	5,509	0	" %	-	30	%
Australian Fixed Interest	0	44,000	0	" %	-	20	%
International Fixed Interest				" %	-		%
Mortgages				" %	-		%
Direct Property	2,675,000	2,625,000	40	" %	-	90	%
Listed Property				" "	-		%
Other	0	0	0	" %	-	10	%

#### **Insurance Cover**

The Trustees will assess the need of insurance for all members and will seek financial insurance advice where necessary to ensure all members are adequately insured. Insurance policies may be held by the fund or by members personally.

Trustees have considered insurance for all the assets of the Fund against fire and other natural perils.

#### Review

This Fund's strategy will be reviewed regularly and updated if any modifications are required.

Approved at meeting of Trustees dated: 11/01/2024

Homes

lan Somers Director – Going Hiking Pty Ltd

Ones

Janice Somers Director – Going Hiking Pty Ltd

## Somerset Financial Services Superannuation Fund

### **Projected Investment Strategy – Memorandum of Resolution**

For the year ended 30 June 2024

ADOPTION OFThe investment strategy for the financial year 2023 - 24, formulated by theINVESTMENTTrustees of the Fund to achieve investment objectives of the Fund having regard toSTRATEGY:the whole of the circumstances of the Fund was tabled. The following was<br/>discussed:

#### 1. Risk & Return on Investments

Have Trustees considered the risk involved in making, holding and realising a single asset class with risk to likely return of the fund, having regard to its objectives and its expected cash flow requirements for the next financial year.

#### 2. Risk Associated with limited diversification

Have Trustees considered lack of diversification in this investment strategy, all associated risks due to inadequate diversification and considered the following:

- Current volatility and investment climate in local and international share market - loss of capital;
- Low interest rates offered by deposit taking entities & Banks;
- Age of members, members wishes etc;
- Quality of the current property investment, rental return.

#### 3. Liquidity of the Fund's Assets

Have Trustees considered the liquidity of the Fund's investments having regard to its expected cash flow requirements in the next two years and considered the following;

- Ability of the fund to discharge its existing and future liabilities;
- Ability of the fund to make any LRBA loan repayments considering anticipated contributions from members;
- Cash inflow and Fund expenses from past investment performance of the Fund.
- **RESOLUTION:** It was resolved to adopt the Investment Strategy as set out in the attached document and implement the strategy for the following year.

CLOSURE: Signed as a true record –

Date: 11/01/2024

Ian Somers Director – Going Hiking Pty Ltd

Janice Somers Director – Going Hiking Pty Ltd

#### SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND Going Hiking Pty Ltd ACN: 620594809 Trustees Declaration

The directors of the trustee company 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 directors of the trustee company declare that:

- the financial statements and notes to the financial statements for the year ended 30 June 2023 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2023 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2023.

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

lan Somers Going Hiking Pty Ltd Director

J Somors

Janice Somers Going Hiking Pty Ltd Director

18 / 01 / 2024

Dated this ..... day of .....

#### Ian Somers SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND 131 Shore Street N, Cleveland, Queensland 4163

Dear Sir/Madam

#### SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND Continuation of Account Based Pension

We have recently completed a review of the assets of **SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2022. It is confirmed that the pension balance will automatically revert to Janice Somers 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 2023.

Your balance contains:

- a Taxable Balance of: \$618,385.91; and
- a Tax Free Balance of: \$115,991.90

Tax Free proportion: 15.79%.

Your Minimum income stream applicable is \$18,360.00.

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

Yours sincerely

lan Somers

131 Shore Street N, Cleveland, Queensland 4163

Janice Somers SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND 131 Shore Street N, Cleveland, Queensland 4163

Dear Sir/Madam

#### SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND Continuation of Account Based Pension

We have recently completed a review of the assets of **SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND** and your Account Based Pension account in the Fund as at 01 July 2022. It is confirmed that the pension balance will automatically revert to lan Somers 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 2023.

Your balance contains:

- a Taxable Balance of: \$1,637,187.10; and
- a Tax Free Balance of: \$224,285.66

Tax Free proportion: 12.05%.

Your Minimum income stream applicable is \$46,540.00.

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

Yours sincerely

J Somer J

Janice Somers 131 Shore Street N, Cleveland, Queensland 4163

## Minutes of a Meeting of the Director(s)

at 131 Shore Street N, Cleveland, Queensland 4163 held on PRESENT: Ian Somers and Janice Somers **PENSION CONTINUATION:** Ian Somers wishes to continue existing Account Based Pension with a commencement date of 01/07/2014. It is confirmed that the pension balance will automatically revert to Janice Somers upon the death of the member. The Pension Account Balance as at 01/07/2022 \$734,377.81, consisting of: Taxable amount of \$618,385.91; and Tax Free amount of \$115,991.90 Tax Free proportion: 15.79%. **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 \$18,360.00 in the frequency of at least an annual payment. **CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.

lanSomers Chairperson

#### SOMERSET FINANCIAL SERVICES SUPERANNUATION FUND

# Minutes of a Meeting of the Director(s) held on\_\_\_\_\_at 131 Shore Street N, Cleveland, Queensland 4163

PRESENT:	Ian Somers and Janice Somers
PENSION CONTINUATION:	<ul> <li>Janice Somers wishes to continue existing Account Based Pension with a commencement date of 01/07/2019. It is confirmed that the pension balance will automatically revert to Ian Somers upon the death of the member.</li> <li>The Pension Account Balance as at 01/07/2022 \$1,861,472.76, consisting of:</li> <li>Taxable amount of \$1,637,187.10; and</li> <li>Tax Free amount of \$224,285.66</li> <li>Tax Free proportion: 12.05%.</li> </ul>
TRUSTEE ACKNOWLEDGEMENT:	<ul> <li>It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:</li> <li>The member's minimum pension payments are to be made at least annually</li> <li>An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases</li> <li>The pension can be transferred only on the death of the pensioner to their beneficiary(s).</li> <li>The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations</li> <li>The fund's trust deed provides for payment of this pension to the member</li> <li>The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year</li> </ul>
PAYMENT:	It was resolved that the trustees have agreed to pay at least the minimum pension payment for the current year of \$46,540.00 in the frequency of at least an annual payment.
CLOSURE:	Signed by the trustee(s) pursuant to the Fund Deed.

Homes .....

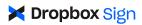
lanSomers Chairperson



Title	9SOMI - 2023 Super Pack
File name	HFB Super2023 .docx and 7 others
Document ID	3a220fcf4d9778ed1994c5605688bbfb8ff939b3
Audit trail date format	DD / MM / YYYY
Status	<ul> <li>Signed</li> </ul>

## Document history

C Sent	<b>15 / 01 / 2024</b> 14:38:40 UTC+10	Sent for signature to Ian Somers (jsomers@somersoft.com.au) and Janice Somers (jsomers@somersoft.com.au) from superdocs@hfbgroup.com.au IP: 180.150.101.27
O	<b>17 / 01 / 2024</b>	Viewed by Janice Somers (jsomers@somersoft.com.au)
VIEWED	11:24:09 UTC+10	IP: 1.145.212.97
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VIEWED	11:24:09 UTC+10	IP: 1.145.212.97
SIGNED	<b>17 / 01 / 2024</b> 11:27:04 UTC+10	Signed by Janice Somers (jsomers@somersoft.com.au) IP: 1.145.212.97
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	HFB Super2023 .docx and 7 others
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Status	<ul> <li>Signed</li> </ul>

## Document history

SIGNED	<b>18 / 01 / 2024</b> 21:08:28 UTC+10	Signed by lan Somers (jsomers@somersoft.com.au) IP: 59.167.200.206
COMPLETED	<b>18 / 01 / 2024</b> 21:08:28 UTC+10	The document has been completed.