



Searle & Charlton Pty Ltd

Leaders in Superannuation Services ABN: 69 106 976 845

Self Managed Superannuation Fund Establishment

Thank you for establishing your Self Managed Superannuation Fund. To finalise the set up please complete the following tasks.

The ABN and TFN for the fund will be emailed to you on receipt from the ATO. At this point we will also issue your and your clients login details.

- Sign the Superannuation Fund application Form.
View our [Product Disclosure Statement](#)
View our [Direct Debit Agreement](#)
- Sign the Macquarie 3rd party viewing and ATO BPAY authority form – this is for the administrators Searle & Charlton Pty Ltd.
- Only section 4 of this form needs to be completed and signed.
- Sign the ATO trustee declaration form.
- Sign the execution pages of the trust deed.
- Please fax these documents to **1300 783 824** (preferred method).

or post to

Searle & Charlton Pty Ltd
Super Fund Establishment
PO Box 3458
Helensvale Town Centre QLD 4212

If you fax these items there is no need to post them.

If you have questions in relation to this fund set up please call **1300 783 823**.

Self Managed Superannuation Fund Application Form

Confirmations

I/We the trustees of

Dillenbeck Superannuation Fund

1. Agree to the establishment or takeover of the self managed superannuation fund, and this fund to be administered by Searle & Charlton Pty Ltd.
2. Agree that the superannuation fund administration agreement with us the trustees, will be on the terms detailed in the Product Disclosure Statement and the trustees agree to be bound by those terms.
3. Agree to our administration fees to be direct debited from the super fund's bank account as per the Direct Debit Agreement and Product Disclosure Statement.
4. Hereby confirm that the Product Disclosure Statement has been read and understood, including the fee structure outlined therein.
5. Hereby authorise you to provide any information requested to our financial adviser once the financial advisor confirms they are authorise to act on your behalf.

Declarations, acknowledgements and undertakings

1. All individuals apply to become members of the fund.
2. All individuals declare that all supplied information is true and accurate.
3. All individuals agree to be bound by the trust deed governing the fund as amended from time to time.
4. All individuals agree to become trustees of the fund.
5. All individuals are Australian residents.
6. All individuals have never been subject to a civil penalty order under superannuation law.
7. All individuals are not insolvent under administration.
8. All individuals have never been notified by either of the regulators, that they are a disqualified person.

Signed by:

Timothy Dillenbeck

Annika Dillenbeck

Macquarie Cash Solutions Third Party Authority



MACQUARIE

Macquarie Investment Management Limited ABN 66 002 867 003 AFSL No. 237492

This form can be used to authorise someone else to operate your account on your behalf and to specify the level of authority you wish to give them (authority levels are explained in section 5).

1. YOUR DETAILS

Account number (if known)

Account name in full

Dillenbeck Superannuation Fund

To authorise an individual to operate your account as a third party, please complete sections 2A, 2B, 2D (if applicable), 2E and 4.

This section should also be used to nominate your accountant, stockbroker or administrator to have Enquiry Authority on your account.

To authorise a specific individual such as your financial adviser, accountant or stockbroker to operate your account as a third party please complete sections 2A, 2C, 2D (if applicable), 2E and 4.

To authorise a company to operate your account (e.g. your stockbroking firm) please complete sections 3 and 4.

2. APPOINTMENT OF INDIVIDUAL AUTHORITY

First Individual

A. CONTACT DETAILS

Title

 Mr Mrs Miss Ms Other (please specify)

Name of first individual

Address

Suburb

State

Postcode

Contact number

Email address

Second Individual

A. CONTACT DETAILS

Title

 Mr Mrs Miss Ms Other (please specify)

Name of second individual

Address

Suburb

State

Postcode

Contact number

Email address

B. LEVEL OF AUTHORITY FOR AN INDIVIDUAL

If you are unsure of the type of authority, please refer to section 5

Enquiry Authority—Go to section E

Authorised Signatory—Go to section D

C. LEVEL OF AUTHORITY FOR A FINANCIAL SPECIALIST

To give a financial specialist Enquiry Authority on your account, please complete section 2B

Fee Authority (CMT only)

▶ Please provide your FAST code —Go to section E

Tax Payment Authority (CMT only) —Go to section E

Authorised Signatory —Go to section D

Dealer code (if known)

Adviser code (if known)

Please update my details to appoint the above as the financial adviser on my account.

D. ADDITIONAL AUTHORISED SIGNATORY INFORMATION

Please select the operating instructions for the appointed Authorised Signatory. This selection only applies to Authorised Signatories.

Current account operating instructions will not be altered.

Any one Authorised Signatory to sign

All Authorised Signatories to sign

Other—Please specify

If a box is not crossed we will assume "all Authorised Signatories to sign".

If the account has a cheque book, newly appointed Authorised Signatories must complete the identification requirements for a signatory to an account (e.g. 100 Point Check or reference from an Acceptable Referee (s.21)), if not previously provided.

▶ Please go to section 2E

Continued on next page

B. LEVEL OF AUTHORITY FOR AN INDIVIDUAL

If you are unsure of the type of authority, please refer to section 5

Enquiry Authority—Go to section E

Authorised Signatory—Go to section D

C. LEVEL OF AUTHORITY FOR A FINANCIAL SPECIALIST

To give a financial specialist Enquiry Authority on your account, please complete section 2B

Fee Authority (CMT only)

▶ Please provide your FAST code —Go to section E

Tax Payment Authority (CMT only) —Go to section E

Authorised Signatory —Go to section D

Dealer code (if known)

Adviser code (if known)

Please update my details to appoint the above as the financial adviser on my account.

D. ADDITIONAL AUTHORISED SIGNATORY INFORMATION

Please select the operating instructions for the appointed Authorised Signatory. This selection only applies to Authorised Signatories.

Current account operating instructions will not be altered.

Any one Authorised Signatory to sign

All Authorised Signatories to sign

Other—Please specify

If a box is not crossed we will assume "all Authorised Signatories to sign".

If the account has a cheque book, newly appointed Authorised Signatories must complete the identification requirements for a signatory to an account (e.g. 100 Point Check or reference from an Acceptable Referee (s.21)), if not previously provided.

▶ Please go to section 2E

FRM3140 03/07

THE THIRD PARTY(S) MUST COMPLETE THIS SECTION

E. SIGNATURE OF FIRST INDIVIDUAL

X

Date (DD/MM/YYYY) / /

Corporate title (if applicable)

Date of birth (DD/MM/YYYY) Macquarie Access Code*(if known)

/ /

* If you do not have Macquarie Access code, we will generate one and send it to the address provided in Section 2A.

▶ Please go to section 4

E. SIGNATURE OF SECOND INDIVIDUAL

X

Date (DD/MM/YYYY) / /

Corporate title (if applicable)

Date of birth (DD/MM/YYYY) Macquarie Access Code*(if known)

/ /

* If you do not have Macquarie Access code, we will generate one and send it to the address provided in Section 2A.

▶ Please go to section 4

3. APPOINTMENT OF A COMPANY OR OTHER AUTHORISED THIRD PARTY

You can use this section to appoint a company or other third party (for example financial advisory firm, stockbroking firm, accounting firm or administrator) to have access to your account.

I/We authorise (name of company/firm)

Company/Dealer name

FAST code (if applicable) Dealer code (if known) Adviser code (if known)

Authorised Signatory Authority General Withdrawal Authority (CMT only) Tax Payment Authority (CMT only) Fee Authority (CMT only) Enquiry Authority

▶ Please go to section 4

4. DECLARATION AND SIGNATURE OF ACCOUNT HOLDERS

ACCOUNT HOLDERS MUST COMPLETE THIS SECTION

For personal accounts, all account holders must sign. For company accounts two directors, a director and a secretary or a sole director must sign. Please note that the directors/secretary who sign must be existing account signatories.

I/We authorise the individual(s) whose signature(s) appear in section 2, or the company/dealer group whose name appears in section 3 (appointee), to operate my/our account; and I/We acknowledge that, even if I/we do not make use of Macquarie's various electronic and telephone services, the appointee(s) may be able to make use of those services in operating my/our account on my/our behalf.

Signature (in black)

X

Date (DD/MM/YYYY) / /

Print name

Title Mr Mrs Ms Miss Other

If a company officer, you must specify your corporate title

Individual Director Sole Director Secretary Trustee Other (please specify)

Signature (in black)

X

Date (DD/MM/YYYY) / /

Print name

Title Mr Mrs Ms Miss Other

If a company officer, you must specify your corporate title

Individual Director Secretary Trustee Other (please specify)

5. TERMS AND CONDITIONS

GENERAL TERMS WHICH APPLY TO ALL LEVELS OF AUTHORITY

- 5.1 Only you can appoint a third party to access or withdraw from your account.
- 5.2 If you appoint a third party to withdraw from your account they will be automatically be able to enquire on your account also.
- 5.3 Withdrawals may be for any amount and may be made at varying intervals of time.
- 5.4 You:
 - a. indemnify us against all loss, liabilities and costs incurred directly or indirectly as a result of the appointment of a third party;
 - b. indemnify us against all loss, liabilities and costs incurred directly or indirectly in connection with any action by third party under their appointment or any payment made from your account on their instruction; and
 - c. release us from claims and liabilities in connection with any act or omission related to the appointment of a third party to your account.
- 5.5 However, we remain liable for any loss or liability which, by operation of law we cannot exclude.
- 5.6 This authority takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change.
- 5.7 We may cancel the appointment of a third party as an authority on your account by telling you in writing.
- 5.8 In the event of the death of an account holder, the authority given under this form will automatically terminate.
- 5.9 Third parties may not set up Regular Investment Plans on your account or give other third parties access or authority on your account.
- 5.10 Where you give authority to a company or firm such as your stockbroking or financial advisory firm:
 - a. The company or firm will give us details of people who can transact on its behalf;
 - b. You acknowledge and agree that the company or firm may do this and that the people nominated by the company or firm can withdraw from your account in accordance with the authority you have given it;
 - c. We will only act on requests from the company or firm, if the person requesting the withdrawal has been nominated by it in accordance with our procedures;
 - d. The company or firm must tell us in writing if any nominated person no longer has authority, then that person may still operate your account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.

TERMS RELATING TO EACH OF THE LEVELS OF AUTHORITY

- 5.11 You agree to terms and conditions for Macquarie Online as set out in the relevant product disclosure statement available from www.macquarie.com.au or by calling us on 1800 806 310.
- 5.12 **Enquiry Authority**
 - a. You authorise the third party to have access to information about your account;
 - b. You do not authorise the third party to make withdrawals from your account, make any changes to your account details, close your account or enable use of the cheque book.
- 5.13 **Fee Authority**

You authorise your stockholder or adviser should you have one, to withdraw their fees from your account using online and electronic services or any other method agreed to in writing by us.
- 5.14 **Tax Payment Authority**

You authorise the third party to make withdrawals from your account to make tax payments on your behalf using online and electronic services or any other method agreed to in writing by us.
- 5.15 **General Withdrawal Authority**
 - a. You authorise the third party withdraw fees in accordance with the "Fee Authority" above;
 - b. In addition, you authorise the third party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or any other method agreed in writing by us;
 - c. You do not authorise the third party to make any changes to your account details, close your account or enable use of your cheque book, should you have one;
 - d. Your stockholder or adviser reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.
- 5.16 **Authorised Signatory Authority**
 - a. You authorise the third party withdrawals in accordance with the terms set out under "General Withdrawal Authority" above;
 - b. In addition, this authority allows the third party to use your cheque book, should you have one, change details on your account (subject to clause 5.9) and close your account.



Self managed super fund trustee declaration

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

Fund name

Dillenbeck Superannuation Fund

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

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

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

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

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
 - the risks associated with the fund's investments
 - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
 - investment diversity and the fund's exposure to risk due to inadequate diversification, and
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund, and
 - the members' benefit entitlements.

Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly including the provision of credit)
- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

Accepting contributions and paying a benefit

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund’s governing rules (including its trust deed) have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee’s consent to be appointed as a trustee of the fund or a director of the corporate trustee, and
 - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
 - a statement of financial position
 - an operating statement, and
 - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
 - trustees, directors of the corporate trustee or members of the fund
 - fund name
 - details of the contact person, contact phone and facsimile numbers, and
 - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund’s annual return by the due date.

DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee’s or director’s name

Timothy Dillenbeck

Trustee’s or director’s signature

[Signature box]

Date

Day: [][] / Month: [][] / Year: [][][][]

Witness’ name (witness must be over the age of 18 years)

[Witness name box]

Witness’ signature

[Witness signature box]

Date

Day: [][] / Month: [][] / Year: [][][][]



Self managed super fund trustee declaration

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Fund name

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

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

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

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
 - the risks associated with the fund's investments
 - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
 - investment diversity and the fund's exposure to risk due to inadequate diversification, and
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund, and
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- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

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 - trustees, directors of the corporate trustee or members of the fund
 - fund name
 - details of the contact person, contact phone and facsimile numbers, and
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- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
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DECLARATION

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- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee’s or director’s name

Annika Dillenbeck

Trustee’s or director’s signature

[Signature box]

Date

Day: [][] / Month: [][] / Year: [][][][]

Witness’ name (witness must be over the age of 18 years)

[Witness name box]

Witness’ signature

[Witness signature box]

Date

Day: [][] / Month: [][] / Year: [][][][]