

Arranged by: DIAL A SUPERANNUATION FUND  
(A Division of DASCO Corporate Services Pty Ltd)

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**BLURTON SUPERANNUATION FUND**

**FOR**

**TRUST DEED**

**SUPERANNUATION**

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THIS DEED is made on the date set forth in the Schedule hereto as the date of making of this Deed

BY

The person whose name is set forth in the Schedule hereto beside the words "The Trustee" (hereinafter called "The Trustee")

WHEREAS:-

A The Trustee wishes to establish a Superannuation Trust Fund ("the Fund") for the sole or primary purpose of providing old age pensions for such approved persons who may by application become members of the fund.

1.

#### THE FUND

1.1 The Fund constituted by this Trust Deed shall be called by and known as the name set forth in the Schedule hereto beside the words "Name of this Superannuation Fund";

1.2

The Fund shall consist of all money (including contributions to the Fund and investments for the time being representing the same) from time to time held by or on account of the Trustee pursuant to this Deed who shall hold the same on trust for the objects and the purposes of this Deed.

2.

#### PROPER LAW

This Deed and the Rules shall in all respects be governed and construed in accordance with the law of the State or Territory set forth in the Schedule hereto beside the words "Law of this Fund".

3.

#### THE TRUSTEE

The expression "the Trustee" shall include such other new or additional trustees as are appointed hereunder.

4.

#### INTERPRETATION

4.1

This Trust Deed shall be read and construed on the basis that the provisions of the Act, as defined herein, are to the extent that they impose obligations on the Trustee in order for the Fund to gain income tax concessions, incorporated in the Trust Deed, provided that this Trust Deed shall not be so read or construed and no such provision or regulation shall be incorporated if to do so would constitute a breach of the power granted by Clause 30 to vary, add to or rescind the provisions of this Trust Deed. Where there is any inconsistency between a provision in this Trust Deed and a provision in the said Act or regulations which is so incorporated, the latter shall prevail over the former.

4.2

If any clause or part thereof contained in this Deed and the Schedules and Rules forming part of this Deed shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the remainder of this Deed including the Schedules and Rules forming part hereof and such invalid clause or part thereof shall be deemed to have been deleted from this Deed.

4.3

In this Trust Deed and the Rules, unless the context otherwise requires, an expression defined in the Superannuation Industry (Supervision) Act 1993 and any regulations made thereunder shall have the same meaning in this Deed and in addition the following expressions shall have the meanings herein attributed to them:-

"Act" means the Income Tax Assessment Act, 1936 (Cth) the Occupational Superannuation Standards Act, 1987 (Cth) the Superannuation Industry (Supervision) Act 1993 (as the case may be) and any regulations issued under those Acts and any replacement or additional legislation in respect of superannuation and any reference to the provisions or requirements of the Act means the provisions or requirement of such legislation and regulations which must be complied with in order for the Fund to obtain the maximum income tax concessions available in respect of superannuation;

"Commissioner" means either the Commissioner of Taxation or the Insurance and Superannuation Commissioner or any person appointed by an Act of Parliament to supervise the conduct of superannuation funds;

"Dependant" means the spouse (including de facto spouse), widow, widower, or children of a Member or any other person who in the opinion of the Trustee was dependent on the Member at the relevant date;

The Fund was constituted on the date hereinbefore mentioned.

## DATE OF COMMENCEMENT

5.

The headings herein are for reference purposes only and shall not affect the interpretation of the Trust Deed. In this Trust Deed and the Rules annexed hereto, unless the context otherwise requires, the words denoting one gender include other genders and words denoting the singular number include the plural number and vice versa and the word "person" shall include a corporation.

"Trust Deed" means this Trust Deed and the Rules annexed hereto or alterations to, additions to or variation thereof made from time to time;

"Taxation Reserve Account" has the meaning given to it in Clause 11 hereof;

"Self Employed" refers to a Member who is self employed in a business, trade, profession, vocation, calling or occupation;

"Rules" means the Rules contained in the Schedule annexed hereto and any alterations to, additions to or variation thereof made from time to time;

"Revenue Account" has the meaning given to it in Clause 11 hereof;

PROVIDED THAT, the Trustee shall only regard a Member as being permanently and totally disabled if the Trustee has received a certificate signed by two registered medical practitioners certifying that, in the opinion of those practitioners, the Member is unlikely ever to be able to work again in a job for which the Member is reasonably qualified by education training or experience;

4.3.0.0.2 where the benefit payable on permanent and total disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance,

4.3.0.0.1 such disablement as, in the opinion of the Trustee, has rendered the Member permanently incapable of engaging in full-time work for which he is reasonably fitted by education, training or experience; or

"Permanently and Totally Disabled" means -

"Part-Time Basis" refers to a Member who is employed or self-employed for at least 10 hours per week or such other number of hours as are prescribed under the Act;

"Member's Contribution Account" has the meaning given to it in Clause 11 hereof;

"Member's Benefit" in respect of a Member is the net amount then standing to his credit in the Employer's Contribution Account (if any) plus the amount standing to his credit in the Member's Contribution Account plus that proportion of the value (if any) at that time of any policy of insurance which relates to premiums paid out of that Member's Employer's Contribution Account or Member's Contribution Account;

"Member" means a person whom the Trustee has admitted as a Member of the Fund and includes a person who at the relevant time is receiving or is entitled to receive benefits from the Fund;

"Highest Average Salary" has the same meaning as that attributed to that expression or the expression "HAS" in the Regulations proclaimed under the Occupational Superannuation Standards Act, 1987;

"Full-Time Basis" means a Member who is employed or self-employed on a full-time basis within the meaning of the Act;

"Employer's Contribution Account" has the meaning given to it in Clause 11 hereof;

"Employer" means a Member's Employer who makes contributions to the Fund and in relation to a particular Member means the Employer of that person at the relevant time;

## 6. ADMISSION OF MEMBERS

- 6.1 Persons who are engaged on a Full-Time Basis or a Part-Time Basis in a business, trade, profession, vocation, calling, occupation or employment or a transferred retiree member (as defined in the Act) who wish to become Members shall apply for membership by completing the form of application in Appendix A or such other form of application as the Trustee decides upon. Upon acceptance of the application by the Trustee the person making the application shall be bound by this Trust Deed in all respects as if he were an original party to this Deed.

- 6.2 All applicants for membership of the Fund shall provide the Trustee with such information that the Trustee may require, including proof of their correct age.
- 6.3 A Member shall inform the Trustee, as soon as practicable, after he ceases:-
- 6.3.1 to be employed or self employed on a Part-Time Basis after attaining age 65; and
- 6.3.2 to be employed or self employed on a Full-Time Basis after attaining age 65.

## 7. CONTRIBUTIONS BY AN EMPLOYER

- 7.1 An Employer, or any other person authorised by the Act to make contributions to the Fund, may contribute to the Fund in respect of each Member such amount as it in its absolute and uncontrolled discretion shall determine PROVIDED THAT the maximum contribution made in any period shall not exceed the maximum permitted under the Act, to enable the Fund to obtain the maximum income tax concessions.

- 7.2 At the time of making such contribution, the Employer, or any other person contributing, shall advise the Trustee of the contribution in respect of each Member.
- 7.3 Any payment of contributions by the Employer, or any other person contributing, directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustee and a payment by the Trustee to the life insurance company or investment manager.
- 7.4 The Trustee shall refuse to accept contributions to the Fund from persons other than:-

- 7.4.1 the Member;
- 7.4.2 the Member's Employer;
- 7.4.3 a company in which the Member's Employer has a controlling interest;
- 7.4.4 if the Member's Employer is a company - a person who is associated with that company within the meaning of the Act; and
- 7.4.5 any other person authorised by the Act to make contributions to the Fund.

- 7.5 The Trustee shall refuse to commence to accept contributions to the Fund by or in respect of a Member if the Member is not engaged in a business, trade, profession, vocation, calling, occupation or employment on a Full-Time Basis or a Part-Time Basis or is a transferred retiree member.
- 7.6 The Trustee shall refuse to accept contributions, in respect of a Member (except from a transferred retiree member):-

- 7.6.1 if the Member has ceased for a continuous period of 2 years to work on a Full-Time Basis or a Part-Time Basis, but
- 7.6.1.2 has not retired from the workforce.
- 7.6.2 if the Member has retired from the Workforce.

7.7 The Trustee shall refuse to accept a contribution by or in respect of a Member who has attained age 65 if to do so would result in the Fund not being entitled to the maximum income tax concessions.

## 8. CONTRIBUTIONS BY MEMBERS

8.1 Each Member may contribute to the Fund such amount as is agreed upon between the Member and the Trustee PROVIDED THAT the maximum contribution made in any period shall not exceed the maximum permitted under the Act, to enable the Fund to obtain the maximum income tax concessions. Unless otherwise allowed by the Act, the Trustee shall refuse to accept any such contribution during any period that a Member is not engaged in a business, trade, profession, vocation, calling, occupation or employment. The Employer may if authorised by the Member, deduct such contribution from the Member's Salary and remit it to the Trustee within fourteen days of the end of the calendar month in which it was deducted.

8.2 At the time of paying the Member's contribution to the Trustee, the Employer or the Member shall advise the Trustee of the contribution in respect of the Member.

8.3 Any payment of a Member's contribution directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustee and a payment by the Trustee to the insurance company or investment manager.

8.4 The Trustee may assume, without enquiry, that an Employer is authorised by the Member and by law to pay a Member's contribution by deducting the agreed amount pursuant to Clause 8.1 hereof from the Member's Salary and neither the Trustee nor the Fund shall be liable in any case where such payment or deduction is not authorised by the Member or by law, even if the Trustee has notice thereof.

## 9. INVESTMENTS

9.1 The Trustee may invest the whole or any part of the moneys or assets of the Fund not presently required for other purposes in any investments of any kind which the Trustee in exercising their absolute discretion thinks fit and without limiting the generality of the foregoing either directly or indirectly:-

9.1.1 in investments authorised by the laws of any State or Territory of the Commonwealth of Australia for the investment of trust funds;

9.1.2 in the purchase of or improvement of or mortgages of real property of any tenure whether improved or unimproved;

9.1.3 on deposit with any of the Employers, any bank or building society or any other company, partnership or person either with or without security and on such terms as the Trustee, in its absolute discretion, determines PROVIDED THAT the Trustee may not loan any part of the moneys or assets of the Fund to Members unless the Fund was established prior to the 16th December 1985 and the trustee of the Fund had express power to lend money to members or had lent money to members and that lending was not expressly prohibited by the governing rules of the Fund;

9.1.4 in shares, stock, options, debentures, bonds, unsecured notes or other securities of any company or financial institution carrying on business in Australia or elsewhere in the world;

9.1.5 in units or sub-units of any unit trust; and

9.1.6 in bills of exchange and other negotiable instruments,

PROVIDED THAT the proportion of Fund assets invested in any single investment shall be limited to the amount provided for in the Act in order for the Fund to obtain the maximum income tax concessions and PROVIDED FURTHER THAT the investments made by the Trustee shall be of such nature that they can be readily realised to enable benefits to be paid in money as they fall due and PROVIDED FURTHER THAT the Trustee shall not invest in "in-house assets" within the meaning of the Act if to do so would result in the Fund not being entitled to the maximum income tax concessions.

9.2 The Trustee may hold an interest in a part of any such investment and shall have power to vary, transmute and replace such investments in such manner as it, in its absolute discretion, thinks fit, without being responsible for loss occasioned by so varying, transmuting or replacing.