

Compliance Workpapers

G & A Janssen Superannuation Fund

Financial Year - 2024



Fund Details

Fund Name	G & A Janssen Superannuation Fund
Contact no	0405558866
Financial Year	2024
Established Date	03/10/2011
ABN	18 843 410 829
TFN	930137315
Trustee Type	Individual
Trustees	Gerrit Janssen Annie Janssen
ACN	

Review Points

Reference : Expenses / Other Expenses / Accountancy Fee

Subject : Accountancy Fee **Addressed :** Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Includes wind up accrual of \$1,320 and \$1,122 from previous accountant.	Joan Sayas	12/02/2024 10:58 AM	

Reference : Expenses / Other Expenses / Auditor Fee

Subject : Auditor Fee **Addressed :** Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Includes wind up audit fee accrual and previous auditor's fee.	Joan Sayas	12/02/2024 10:59 AM	

Statement of Financial Position

Assets	Qty	2024	2023	Change (\$)	Change (%)	
Other Assets	0.00	0.00	21,000.90	-21,000.90	100.00	
Cash At Bank	0.00	0.00	21,000.90	-21,000.90	100.00	
CBA Direct Investment Account	0.00	0.00	21,000.90	-21,000.90	100.00	WP-1
Total Assets	0.00	0.00	21,000.90	-21,000.90	100.00	

Liabilities	Qty	2024	2023	Change (\$)	Change (%)	
Total Liabilities	0.00	0.00	0.00	0.00	0.00	

Member Entitlements	Qty	2024	2023	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	0.00	21,000.90	-21,000.90	100.00	WP-1 WP-2
Mr Gerrit Janssen	0.00	0.00	21,000.90	-21,000.90	100.00	
Accumulation	0.00	0.00	21,000.90	-21,000.90	100.00	
Total Member Entitlements	0.00	0.00	21,000.90	-21,000.90	100.00	

Operating Statement

Income	2024	2023	Change (\$)	Change (%)	
Investment Income	384.64	348.68	35.96	10.31	WP-1 WP-2
Interest	384.64	348.68	35.96	10.31	
Cash At Bank	384.64	348.68	35.96	10.31	
CBA Direct Investment Account	384.64	348.68	35.96	10.31	
Total Income	384.64	348.68	35.96	10.31	
Expenses	2024	2023	Change (\$)	Change (%)	
Member Payments	15,950.54	0.00	15,950.54	100.00	
Lump Sums Paid	15,950.54	0.00	15,950.54	100.00	WP-1
Mr Gerrit Janssen	15,950.54	0.00	15,950.54	100.00	
Accumulation	15,950.54	0.00	15,950.54	100.00	
Other Expenses	5,435.00	1,743.50	3,691.50	211.73	
Accountancy Fee	3,542.00	1,067.00	2,475.00	231.96	WP-1
Auditor Fee	1,375.00	676.50	698.50	103.25	WP-1
SMSF Supervisory Levy	518.00	0.00	518.00	100.00	WP-1
Total Expenses	21,385.54	1,743.50	19,642.04	1,126.59	
Income Tax	2024	2023	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	-21,000.90	-1,394.82			


Preservation Components for Member above 65

				Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
	Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Mr Gerrit Janssen (Age: 81 at 30/06/2024)							
	Accumulation	Accumulation	0.00	0.00	0.00		

Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Gerrit Janssen (Age: 81 at 30/06/2024)				
	Accumulation		9,600.38	0.00

Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
Mr Gerrit Janssen				
Date of Birth: 11/12/1942 (Age: 80 at 30/06/2024)				
	Caps		27,500.00	0.00
	Cumulative available unused cap		130,000.00	0.00
	Maximum cap available		157,500.00	0.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

Great news! After review there is nothing that requires your attention.

Contra Bank Entries - Good to Go

Great news! After review there is nothing that requires your attention.

Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

Preservation Components - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Investment Income / Interest / Cash At Bank / CBA Direct Investment Account					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
01/07/2023	Credit Interest	0.00	0.00	48.76	48.76
01/08/2023	Credit Interest	0.00	0.00	53.63	102.39
01/09/2023	Credit Interest	0.00	0.00	52.46	154.85
01/10/2023	Credit Interest	0.00	0.00	45.73	200.58
01/11/2023	Credit Interest	0.00	0.00	44.38	244.96
01/12/2023	Credit Interest	0.00	0.00	44.39	289.35
01/01/2024	Credit Interest	0.00	0.00	47.58	336.93
01/02/2024	Credit Interest	0.00	0.00	47.71	384.64
30/06/2024	Closing Balance	0.00	0.00	0.00	384.64
Member Payments / Lump Sums Paid / Mr Gerrit Janssen / Accumulation					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
02/02/2024	Final LSW	0.00	15,950.54	0.00	15,950.54
30/06/2024	Closing Balance	0.00	0.00	0.00	15,950.54
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
02/02/2024	Final LSW	0.00	0.00	15,950.54	15,950.54
02/02/2024	Rollover Out - Paid	0.00	15,950.54	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Other Expenses / Accountancy Fee					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	1,122.00	0.00	1,122.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	1,100.00	0.00	2,222.00
01/02/2024	Accrual - wind up fees	0.00	1,320.00	0.00	3,542.00
30/06/2024	Closing Balance	0.00	0.00	0.00	3,542.00
Other Expenses / Auditor Fee					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	715.00	0.00	715.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	330.00	0.00	1,045.00
01/02/2024	Accrual - wind up fees	0.00	330.00	0.00	1,375.00
30/06/2024	Closing Balance	0.00	0.00	0.00	1,375.00
Other Expenses / SMSF Supervisory Levy					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	259.00	0.00	259.00
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	259.00	0.00	518.00
30/06/2024	Closing Balance	0.00	0.00	0.00	518.00

Date	Description	Quantity	Debits	Credits	Balance
Cash At Bank - CBA Direct Investment Account					
01/07/2023	Opening Balance	0.00	0.00	0.00	21,000.90
01/07/2023	Credit Interest	0.00	48.76	0.00	21,049.66
01/08/2023	Credit Interest	0.00	53.63	0.00	21,103.29
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	0.00	1,122.00	19,981.29
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	0.00	259.00	19,722.29
01/09/2023	Credit Interest	0.00	52.46	0.00	19,774.75
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	0.00	715.00	19,059.75
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	0.00	259.00	18,800.75
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	0.00	1,430.00	17,370.75
01/10/2023	Credit Interest	0.00	45.73	0.00	17,416.48
01/11/2023	Credit Interest	0.00	44.38	0.00	17,460.86
01/12/2023	Credit Interest	0.00	44.39	0.00	17,505.25
01/01/2024	Credit Interest	0.00	47.58	0.00	17,552.83
01/02/2024	Accrual - wind up fees	0.00	0.00	1,650.00	15,902.83
01/02/2024	Credit Interest	0.00	47.71	0.00	15,950.54
02/02/2024	Final LSW	0.00	0.00	15,950.54	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / CBA Direct Investment Account					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
01/07/2023	Credit Interest	0.00	0.00	48.76	48.76
01/07/2023	Credit Interest	0.00	48.76	0.00	0.00
01/08/2023	Credit Interest	0.00	0.00	53.63	53.63
01/08/2023	Credit Interest	0.00	53.63	0.00	0.00
01/09/2023	Credit Interest	0.00	0.00	52.46	52.46
01/09/2023	Credit Interest	0.00	52.46	0.00	0.00
01/10/2023	Credit Interest	0.00	0.00	45.73	45.73
01/10/2023	Credit Interest	0.00	45.73	0.00	0.00
01/11/2023	Credit Interest	0.00	0.00	44.38	44.38
01/11/2023	Credit Interest	0.00	44.38	0.00	0.00
01/12/2023	Credit Interest	0.00	0.00	44.39	44.39
01/12/2023	Credit Interest	0.00	44.39	0.00	0.00
01/01/2024	Credit Interest	0.00	0.00	47.58	47.58
01/01/2024	Credit Interest	0.00	47.58	0.00	0.00
01/02/2024	Credit Interest	0.00	0.00	47.71	47.71
01/02/2024	Credit Interest	0.00	47.71	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	0.00	1,122.00	1,122.00
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	1,122.00	0.00	0.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	0.00	1,100.00	1,100.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	1,100.00	0.00	0.00
01/02/2024	Accrual - wind up fees	0.00	0.00	1,320.00	1,320.00
01/02/2024	Accrual - wind up fees	0.00	1,320.00	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Auditor Fee					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	0.00	715.00	715.00
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	715.00	0.00	0.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	0.00	330.00	330.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	330.00	0.00	0.00
01/02/2024	Accrual - wind up fees	0.00	0.00	330.00	330.00
01/02/2024	Accrual - wind up fees	0.00	330.00	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Income Tax Suspense					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	0.00	259.00	259.00
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	259.00	0.00	0.00
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	0.00	259.00	259.00
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	259.00	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / CBA Direct Investment Account					
01/07/2023	Opening Balance	0.00	0.00	0.00	0.00
01/07/2023	Credit Interest	0.00	0.00	48.76	48.76
01/07/2023	Credit Interest	0.00	48.76	0.00	0.00
01/08/2023	Credit Interest	0.00	0.00	53.63	53.63
01/08/2023	Credit Interest	0.00	53.63	0.00	0.00
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	0.00	1,122.00	1,122.00
18/08/2023	Direct Debit 513432 Oreon Partners P 9258769	0.00	1,122.00	0.00	0.00
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	0.00	259.00	259.00
31/08/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	0.00	259.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
01/09/2023	Credit Interest	0.00	0.00	52.46	52.46
01/09/2023	Credit Interest	0.00	52.46	0.00	0.00
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	0.00	715.00	715.00
01/09/2023	Direct Debit 513432 Oreon Partners P 9281692	0.00	715.00	0.00	0.00
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	0.00	259.00	259.00
21/09/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	0.00	259.00	0.00	0.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	0.00	330.00	330.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	0.00	1,100.00	1,430.00
22/09/2023	Transfer to SMSF Australi Pty Ltd NetBank INV-1540	0.00	1,430.00	0.00	0.00
01/10/2023	Credit Interest	0.00	0.00	45.73	45.73
01/10/2023	Credit Interest	0.00	45.73	0.00	0.00
01/11/2023	Credit Interest	0.00	0.00	44.38	44.38
01/11/2023	Credit Interest	0.00	44.38	0.00	0.00
01/12/2023	Credit Interest	0.00	0.00	44.39	44.39
01/12/2023	Credit Interest	0.00	44.39	0.00	0.00
01/01/2024	Credit Interest	0.00	0.00	47.58	47.58
01/01/2024	Credit Interest	0.00	47.58	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
01/02/2024	Accrual - wind up fees	0.00	0.00	330.00	330.00
01/02/2024	Accrual - wind up fees	0.00	0.00	1,320.00	1,650.00
01/02/2024	Accrual - wind up fees	0.00	1,650.00	0.00	0.00
01/02/2024	Credit Interest	0.00	0.00	47.71	47.71
01/02/2024	Credit Interest	0.00	47.71	0.00	0.00
02/02/2024	Final LSW	0.00	0.00	15,950.54	15,950.54
02/02/2024	Final LSW	0.00	15,950.54	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Gerrit Janssen / Accumulation					
01/07/2023	Opening Balance	0.00	0.00	0.00	21,000.90
01/02/2024	Investment Profit or Loss	0.00	5,050.36	0.00	15,950.54
02/02/2024	Final LSW	0.00	15,950.54	0.00	0.00
30/06/2024	Closing Balance	0.00	0.00	0.00	0.00

Permanent Documents

[OCR_ATO Advice_TFN_ABN.pdf](#)

[OCR_ATO Trustee Declaration_Gerrit.pdf](#)

[OCR_G & A Janssen SF_Trust Deed.pdf](#)

[OCR_G & A Janssen SF_Register of Members.pdf](#)

G & A Janssen Superannuation Fund
Investment Income Comparison Report
For the period 1 July 2023 to 30 June 2024

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Cash At Bank										
CBA.BACCT: CBA Direct Investment Account										
01/07/2023	Interest	48.76	0.00							
01/08/2023	Interest	53.63	0.00							
01/09/2023	Interest	52.46	0.00							
01/10/2023	Interest	45.73	0.00							
01/11/2023	Interest	44.38	0.00							
01/12/2023	Interest	44.39	0.00							
01/01/2024	Interest	47.58	0.00							
01/02/2024	Interest	47.71	0.00							
		384.64	0.00							
Total		384.64	0.00							

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature .



G & A Janssen Superannuation Fund

Members Summary Report - For the period 01/07/2023 to 30/06/2024

Member's Detail	Opening Balance	Increases				Decreases				Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out		Ben Paid
Mr Gerrit Janssen											
145 Cross Road Westbourne Park SA 5041											
Accumulation Accumulation	21,000.90	0.00	0.00	(5,050.36)	0.00	0.00	0.00	0.00	0.00	(15,950.54)	0.00
	21,000.90	0.00	0.00	(5,050.36)	0.00	0.00	0.00	0.00	0.00	(15,950.54)	0.00
	21,000.90	0.00	0.00	(5,050.36)	0.00	0.00	0.00	0.00	0.00	(15,950.54)	0.00

G & A Janssen Superannuation Fund
Investment Income Summary
For the period 1 July 2023 to 30 June 2024

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<i>Bank</i>													
CBA Direct Investment Account													
384.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	384.64	0.00	0.00	0.00	0.00
384.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	384.64	0.00	0.00	0.00	0.00
384.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	384.64	0.00	0.00	0.00	0.00

* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.

G & A Janssen Superannuation Fund
 (ABN: 18 843 410 829)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2023 - 30 June 2024	Residential Address: 145 Cross Road Westbourne Park, SA 5041
Member	Number: 1
Mr Gerrit Michiel Janssen	Date of Birth: 11 December 1942 Date Joined Fund: 3 October 2011 Eligible Service Date: 3 October 2011
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
 Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts

Withdrawal Benefit as at 1 Jul 2023	
Accumulation	21,000.90
Total as at 1 Jul 2023	21,000.90
<hr/>	
Withdrawal Benefit as at 30 Jun 2024	
Accumulation	-
Total as at 30 Jun 2024	-

Your Tax Components

Tax Free	-
Taxable - Taxed	-
Taxable - Untaxed	-

Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:

phone **0405558866** | email gerrit.janssen@bigpond.com
 mail **G & A Janssen Superannuation Fund, Unit 8, 435-439 Fullarton Road, Highgate SA 5063**

G & A Janssen Superannuation Fund
 (ABN: 18 843 410 829)

Member Benefit Statement

Period	Member Account Details
1 July 2023 - 30 June 2024	Residential Address: 145 Cross Road Westbourne Park, SA 5041
Member Number: 1	Date of Birth: 11 December 1942
Mr Gerrit Michiel Janssen	Date Joined Fund: 3 October 2011
Accumulation Account	Eligible Service Date: 3 October 2011
Accumulation	Tax File Number Held: Yes
	Account Start Date: 3 October 2011

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2023	21,000.90
<i>Decreases to your account:</i>	
Lump Sum Cash Payments	15,950.54
Share Of Net Fund Income	5,050.36
<u>Total Decreases</u>	<u>21,000.90</u>
Withdrawal Benefit as at 30 Jun 2024	<u><u>-</u></u>

Your Tax Components		
Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

Your Preservation Components		
Preserved		-
Restricted Non Preserved		-
Unrestricted Non Preserved		-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
 phone **0405558866** | email gerrit.janssen@bigpond.com
 mail **G & A Janssen Superannuation Fund, Unit 8, 435-439 Fullarton Road, Highgate SA 5063**



Trustees

The Trustees of the Fund are as follows:

Gerrit Janssen and
Annie Janssen

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustees.

Trustees Disclaimer

This statement has been prepared by the Trustees for the member whose name appears at the top of this statement. While every effort has been made by the Trustees to ensure the accuracy and completeness of this statement, the Trustees do not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustees of the Fund

.....
Gerrit Janssen
Trustee

.....
Annie Janssen
Trustee

Statement Date: 30 June 2024

For Enquiries:
phone **0405558866** | email **gerrit.janssen@bigpond.com**
mail **G & A Janssen Superannuation Fund, Unit 8, 435-439 Fullarton Road, Highgate SA 5063**



Due Date: 21 Sep 2023

TAX INVOICE

Trustee for G & A Janssen Superannuation Fund
145 Cross Rd
WESTBOURNE PARK SA 5041
AUSTRALIA

Invoice Number
INV-1540

Invoice Date
14 Sep 2023

Description	GST	Amount
For Professional Services including:		
2023 Financial Year		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10% 	825.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10% 	330.00
	Subtotal	1,300.00
	Total GST 10%	130.00
	Invoice Total	1,430.00
	Payments Received	0.00
	Amount Due	\$1,430.00

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1540



Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged

Available	\$17,600.54
Pending	\$0.00
Balance	\$17,600.54

Pay or transfer

Showing 33 transactions

Date	Description	Debit	Credit	Balance
Thu 01 Feb 2024	Credit Interest		\$47.71	\$17,600.54
Mon 01 Jan 2024	Credit Interest		\$47.58	\$17,552.83
Fri 01 Dec 2023	Credit Interest		\$44.39	\$17,506.25
Wed 01 Nov 2023	Credit Interest		\$44.38	\$17,460.86
Sun 01 Oct 2023	Credit Interest		\$45.73	\$17,416.48
Fri 22 Sep 2023	Transfer To SMSF Australia Pty Ltd NetBank INV-1540	\$1,430.00		\$17,370.75
Thu 21 Sep 2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 SMSF 2023	\$259.00		\$18,800.75
Fri 01 Sep 2023	Direct Debit 513432 Oreon Partners P 9281692	-\$715.00		\$19,059.75
Fri 01 Sep 2023	Credit Interest		\$52.46	\$19,774.75
Thu 31 Aug 2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 551009301373157721 2022 Tax	\$259.00		\$19,722.29
Fri 18 Aug 2023	Direct Debit 513432 Oreon Partners P 9258769	\$1,122.00		\$19,981.29
Tue 01 Aug 2023	Credit Interest		\$53.63	\$21,103.29
Sat 01 Jul 2023	Credit Interest		\$48.76	\$21,049.66
Thu 01 Jun 2023	Credit Interest		\$45.90	\$21,000.90
Mon 01 May 2023	Credit Interest		\$42.11	\$20,955.00
Sat 01 Apr 2023	Credit Interest		\$41.60	\$20,912.89
Wed 01 Mar 2023	Credit Interest		\$34.00	\$20,871.29
Wed 01 Feb 2023	Credit Interest		\$37.10	\$20,837.29
Sun 01 Jan 2023	Credit Interest		\$36.18	\$20,800.19
Thu 01 Dec 2022	Credit Interest		\$32.94	\$20,764.01
Tue 01 Nov 2022	Credit Interest		\$30.17	\$20,731.07

G & A Janssen Superannuation Fund - Wind up

8 messages

Emily Cooper <emily@smsfaustralia.com>
To: annet&gerrit <gerrit.janssen@bigpond.com>

2 November 2023 at 09:38

Hi Gerrit,

To assist us in winding up your super fund, can you please send through the Commonwealth bank statement showing transactions from 1 July 2023 to date.

Also, please advise if you wish to make a lump sum payment or arrange a rollover to another super fund as a final payment of the fund. If the latter, please provide the following details of the receiving fund.

- Super fund's name
- ABN
- USI (if APRA)
- Member ID (if APRA)
- Bank account details

Thanks,

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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annet&gerrit <gerrit.janssen@bigpond.com>
To: Emily Cooper <emily@smsfaustralia.com>

3 November 2023 at 14:46

Hello Emily,

Sorry I am in the hospital at the moment, I will contact you when I am home.

Regards,
Gerrit Janssen
[Quoted text hidden]

Emily Cooper <emily@smsfaustralia.com>
To: annet&gerrit <gerrit.janssen@bigpond.com>

6 November 2023 at 06:59

Of course Gerrit, wishing you a speedy recovery ●
[Quoted text hidden]
[Quoted text hidden]

Emily Cooper <emily@smsfaustralia.com>
To: annet&gerrit <gerrit.janssen@bigpond.com>

6 February 2024 at 14:47

Hi Gerrit,

I hope you are well.

Just checking in if you want us to start the wind up of your fund.

[Quoted text hidden]

[Quoted text hidden]

annet&gerrit <gerrit.janssen@bigpond.com>
To: Emily Cooper <emily@smsfaustralia.com>

7 February 2024 at 09:17

Hello Emily,

Thank you for the reminder.

I am still in the recovery mode with my health but feeling much better.

I would like you to wind up my SMSF.

Sorry for the delay I have caused!

Would you like me to visit your office?

Best regards,

Gerrit Janssen

[Quoted text hidden]

Emily Cooper <emily@smsfaustralia.com>
To: annet&gerrit <gerrit.janssen@bigpond.com>

7 February 2024 at 10:04

No worries Gerrit, I am glad you are feeling better. I will need you please send through the Commonwealth bank statement showing transactions from 1 July 2023 to date, no meeting needed 🟡

[Quoted text hidden]

[Quoted text hidden]

annet&gerrit <gerrit.janssen@bigpond.com>
To: Emily Cooper <emily@smsfaustralia.com>

7 February 2024 at 11:30

Hi Emily,

Attached please find the Bank statement.

After payments of fees, taxes etc. I would like to transfer the remainder of the funds from the SMSF bank account to my personal account and close the SMSF account. (Lump sum payment)

On 7 Feb 2024, at 12:34 pm, Emily Cooper <emily@smsfaustralia.com> wrote:

No worries Gerrit, I am glad you are feeling better. I will need you please send through the Commonwealth bank statement showing transactions from 1 July 2023 to date, no meeting needed 🟡

Also, please advise if you wish to make a lump sum payment or arrange a rollover to another super fund as a final payment of the fund. If the latter, please provide the following details of the receiving fund.

- Super fund's name
- ABN
- USI (if APRA)
- Member ID (if APRA)
- Bank account details

Thanks,

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com



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On Wed, 7 Feb 2024 at 11:47, annet&gerrit <gerrit.janssen@bigpond.com> wrote:
Hello Emily,

Thank you for the reminder.
I am still in the recovery mode with my health but feeling much better.

I would like you to wind up my SMSF.

Sorry for the delay I have caused!

Would you like me to visit your office?

Best regards,

Gerrit Janssen

On 6 Feb 2024, at 5:17 pm, Emily Cooper <emily@smsfaustralia.com> wrote:

Hi Gerrit,

I hope you are well.

Just checking in if you want us to start the wind up of your fund.

Thanks,

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com



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On Mon, 6 Nov 2023 at 06:59, Emily Cooper <emily@smsfaustralia.com> wrote:
Of course Gerrit, wishing you a speedy recovery 🍷

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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On Fri, 3 Nov 2023 at 17:16, annet&gerrit <gerrit.janssen@bigpond.com> wrote:
Hello Emily,

Sorry I am in the hospital at the moment, I will contact you when I am home.

Regards,
Gerrit Janssen

On 2 Nov 2023, at 12:08 pm, Emily Cooper <emily@smsfaustralia.com> wrote:

Hi Gerrit,

To assist us in winding up your super fund, can you please send through the Commonwealth bank statement showing transactions from 1 July 2023 to date.

Also, please advise if you wish to make a lump sum payment or arrange a rollover to another super fund as a final payment of the fund. If the latter, please provide the following details of the receiving fund.

- Super fund's name
- ABN
- USI (if APRA)
- Member ID (if APRA)
- Bank account details

Thanks,

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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 **SMSF bank statement.pdf**
203K

Emily Cooper <emily@smsfaustralia.com>
To: [annet&gerrit <gerrit.janssen@bigpond.com>](mailto:annet&gerrit@gerrit.janssen@bigpond.com)

7 February 2024 at 12:25

Thanks, all received!

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



Income tax 551

Date generated	12 February 2024
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

9 results found - from 12 February 2022 to 12 February 2024 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
25 Oct 2023	15 May 2024	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 22 to 30 Jun 23	\$259.00		\$0.00
22 Sep 2023	21 Sep 2023	Payment received		\$259.00	\$259.00 CR
4 Sep 2023	1 Sep 2023	Payment received		\$259.00	\$0.00
1 Sep 2023	1 Jul 2023	General interest charge			\$259.00 DR
11 Aug 2023	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$259.00		\$259.00 DR
9 Aug 2022	9 Aug 2022	General interest charge			\$0.00
9 Aug 2022	8 Aug 2022	Payment received		\$259.00	\$0.00
9 Aug 2022	1 Jul 2022	General interest charge			\$259.00 DR
8 Aug 2022	30 Jun 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$259.00		\$259.00 DR



Australian Business Register

Australian business number(ABN) : 18 843 410 829

Entity name : THE TRUSTEE FOR G & A JANSSEN
SUPERANNUATION FUND

Trading Name : not applicable
(See reverse for additional trading names.)

ABN Status : Registered

ABN Registration Date : 3 October 2011

Postal Address : C/- MCCULLOUGH & CO
PO BOX 170
UNLEY SA 5061

Business Address : 145 CROSS ROAD
WESTBOURNE PARK SA 5041

Type of Entity : Regulated Self Managed Super Fund

Industry Code (ANZSIC) : 63300

Trustee Name : MR GERRIT JANSSEN
(See reverse for additional trustee names.)

Australian Business Register details continued.

Other trading name/s : not applicable
Other trustee name/s : MRS ANNIE JANSSEN

PO Box 908
Albury NSW 2640



Australian Government
Australian Business Register

THE TRUSTEE FOR G & A JANSSEN
SUPERANNUATION FUND
C/- MCCULLOUGH & CO
PO BOX 170
UNLEY SA 5061

Date of Issue
12 October 2011

Client Enquiries
Telephone: 13 28 66
Facsimile: 1300 130 911

Dear Sir/Madam

**Notification of your Australian business number
For your information**

I am pleased to advise that you are now registered in the Australian Business Register (ABR).

Your Australian business number (ABN) is **18 843 410 829**.

Your ABN registration is effective as of **3 October 2011**.

Please check the enclosed list of ABN details recorded for your business or organisation are correct, advising us if they are not.

What you need to know about your ABN

We may provide your details to other eligible government agencies to streamline government and business interactions.

Some of your ABN details will also be made available to the public via ABN Lookup at www.abr.business.gov.au

You need to update your ABN record within 28 days of changes to your details. You can make these changes online once you have an AUSkey - a single key to access government online services. Go to www.abr.gov.au/AUSkey to register.

Alternatively, you can update your details by contacting us on **13 28 66** between 8.00am and 6.00pm, Monday to Friday.

Deductible gift recipient, income tax exempt fund and/or tax concession charity

If you have indicated that you require endorsement as a deductible gift recipient, income tax exempt fund and/or tax concession charity, an application will be sent to you shortly.

Review rights

You can lodge an objection to the date on which your registration takes effect. You will need to do this in writing within 60 days from the date of service of this notice. For information about your objection rights, visit www.abr.gov.au select Help and search for 'objections'.

More information

If you need more information, please visit our website at www.abr.gov.au or phone us on **13 28 66** between 8.00am and 6.00pm, Monday to Friday.

Protecting your privacy when you phone us

If you phone us, we need to know we are talking to the correct person before providing information. We will ask you for details only you or your authorised representative would know. It would be helpful if you have your tax file number or ABN ready when you phone us.

Yours faithfully

A handwritten signature in black ink that reads "Michael D'Ascenzo".

Michael D'Ascenzo
Registrar of the Australian Business Register and
Commissioner of Taxation



PO BOX 9990
Chermside QLD 4032

5,106
09



Australian Government
Australian Taxation Office

THE TRUSTEE FOR G & A JANSSEN
SUPERANNUATION FUND
C/- MCCULLOUGH & CO
PO BOX 170
UNLEY SA 5061

Date of Issue
14 OCT 11

TAX FILE NUMBER ADVICE

Your tax file number (TFN) is:

930 137 315

Keep this notice in a safe place for further reference.

This TFN has been issued either in response to your recent application/enquiry, or at the discretion of the Commissioner of Taxation.

Under the law the Commissioner may issue a TFN as necessary, even if you did not apply for one. This only occurs after we have conducted a comprehensive search of our records and were unable to establish that any TFN belonged to you.

While our TFN searches are comprehensive, we appreciate that you may already have a TFN. If you do already have a TFN please call us on 13 28 66 between 8am and 6pm Monday to Friday so that we may amend our records.

Yours sincerely

Paul Duffus
Deputy Commissioner of Taxation

C

C

11/11/2023



045

Our reference: 7101005882613

THE TRUSTEE FOR G & A JANSSEN
SUPERANNUATION FUND
C/- MCCULLOUGH & CO
PO BOX 170
UNLEY SA 5061

11 October 2011

Please send all future information about your superannuation fund to us

Dear Sir/Madam

We recently received information from you about THE TRUSTEE FOR G & A JANSSEN SUPERANNUATION FUND.

You have chosen to make this a regulated self-managed superannuation fund (SMSF). As we are responsible for regulating this type of fund, all future information you provide about THE TRUSTEE FOR G & A JANSSEN SUPERANNUATION FUND, including your SMSF annual return, should be sent to us.

More useful information

On the back of this letter you'll find some guidance and useful links for running a self-managed superannuation fund. If you'd like to discuss something with us you can phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday. We'll be happy to help.

Yours faithfully

Paul Duffus
Deputy Commissioner of Taxation

C

C



045

THE TRUSTEE FOR G & A JANSSEN
SUPERANNUATION FUND
C/- MCCULLOUGH & CO
PO BOX 170
UNLEY SA 5061

Our reference: 8010128630108
ABN: 18 843 410 829

1 March 2013

You have a complying self-managed superannuation fund

Dear Sir/Madam

We are writing to confirm that in accordance with the *Superannuation Industry (Supervision) Act 1993*, the THE TRUSTEE FOR G & A JANSSEN SUPERANNUATION FUND is a complying superannuation fund for the income period 1 July 2011 to 30 June 2012.

The fund will continue to be eligible for concessional taxation treatment in the future unless we tell you otherwise.

If necessary, you can use this notice as evidence from the Tax Office that the fund is a complying superannuation fund. The fund is also an eligible choice fund under the choice of superannuation fund legislation.

If there's anything more you'd like to know you can visit www.ato.gov.au/super or phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday. We'll be happy to help.

Yours faithfully

Robert Ravanello
Deputy Commissioner of Taxation



Self-managed super fund trustee declaration

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

Fund name

G & A Janssen 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, which may result in a significant tax penalty on the fund
- prosecute me under the law, which may result 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 retirement benefits are only accessed by members upon a legitimate condition of release being met
- not enter into transactions that circumvent restrictions on the payment of benefits
- 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
 - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

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, in-house assets, mergers and special determinations) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited recourse borrowing arrangements
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund (including trusts) or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets reflects their 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 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
 - all trustee declarations
 - copies of all annual returns lodged
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- notify the ATO within 28 days of any changes in the
 - membership of the fund, trustees, directors of the corporate trustee or members of the fund
 - name of the fund
 - details of the contact person and his/her contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a SMSF or ceased to exist
- notify the ATO in writing within 28 days of the fund being wound up
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested
- 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
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.

Trustee's or director's name

Gerrit Janssen

Trustee's or director's signature



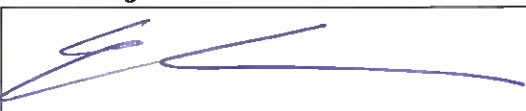
Date

Day: 28 / Month: 08 / Year: 2023

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

Emily Cooper

Witness' signature



Date

Day: 28 / Month: 08 / Year: 2023

**G & A JANSSEN
SUPERANNUATION FUND**

Declaration of Trust

**Gerrit Michiel Janssen
Annie Janssen
Trustees**

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Declaration of Trust

BY the person named in Item 1 of the Schedule (**Trustee**)

Introduction

- A. The Trustee wishes to establish a superannuation fund for the benefit of Members and their Dependants and for the purposes permitted under Superannuation Law.
- B. The Trustee agrees to act as the trustee of the Fund.
- C. The Trustee agrees to hold \$1.00 as the initial settlement sum and other assets to form the Fund on trust for the Beneficiaries.

Operative clauses

Part 1 – Preliminary

1. Definitions

1.1 In this deed:

Account Based Pension means a pension that satisfies the requirements of subparagraph (9A)(a) of Regulation 1.06 of the Superannuation Industry (Supervision) Regulations 1994 and all other relevant provisions of Superannuation Law;

Annuity means a benefit provided by a life insurance company or a registered organisation taken to be an annuity for the purposes of Superannuation Law;

Approved Benefit Arrangement means a superannuation fund regulated under Superannuation Law or a retirement savings account (under the Retirement Savings Account Act 1997) from which the Trustee may accept, or to which the Trustee may transfer or rollover, benefits for a Beneficiary in accordance with the requirements of Superannuation Law;

Beneficiary means a person (including a Member) who has a beneficial interest in the Fund including, for the avoidance of doubt, any Legal Personal Representative of such Beneficiary;

Beneficiary Account means an account kept for a Beneficiary under clause 20;

Binding Nomination Form means a form completed in accordance with clause 36 that satisfies the Superannuation Industry (Supervision) Regulations 1994;

Business Day means any day except a Saturday or a Sunday or other public holiday in the State or Territory of Australia identified in Item 4 of the Schedule;

Co-contribution Legislation means the Superannuation (Government Co-contribution for Low Income Earners) Act 2003, any Regulations made pursuant to that Act including any amendments, substituted legislation and any statutory instruments issued pursuant to that legislation and in force;

Contributions-Splitting Application means the same as under Superannuation Law;

Dependant of a person means:

- (a) that person's husband, wife, widower or widow;
- (b) anyone else who, although not legally married to that person, in the opinion of the Trustee, lives or lived with that person on a genuine domestic basis as the wife or husband of that person;
- (c) a child of that person including an adopted child, a stepchild or an ex-nuptial child of that person;
- (d) anyone else who, in the Trustee's opinion, is at the relevant date wholly or partly financially dependent on that person; or
- (d) anyone else who is a dependant or with whom that person has a interdependency relationship within the meaning of those terms under Superannuation law;

Eligible Person means a person who is:

- (a) eligible to become a Member under Superannuation Law; and
- (b) approved by the Principal Member (if any) for membership;

Excess Concessional Contributions Tax means any tax imposed under the Superannuation (Excess Concessional Contributions Tax) Act 2007 or the Superannuation (Excess Non-Concessional Contributions Tax) Act 2006 or successor legislation;

Fund means the assets held by or for the Trustee upon the trusts of this deed, and all additions and increases thereto;

Fund Expense means an expense of establishing, operating, managing or administering the Fund;

Legal Personal Representative means the executor of the will or administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person;

Member means a current member of the Fund and includes a person receiving a Pension or Annuity from the Fund;

Non-Account Based Pension means a pension that satisfies the requirements of subparagraph (9A)(b) of Regulation 1.06 of the Superannuation Industry (Supervision) Regulations 1994 and all other relevant provisions of the Superannuation Law;

Non-Binding Nomination Form means a form completed in accordance with clause 35;

Non-Member Spouse means the same as under Superannuation Law;

Pension means a benefit taken to be a pension for the purposes of Superannuation Law at any given time and includes an Account Based Pension and a Non-Account Based Pension;

Policy means an insurance policy on the life or health of a Member or a group of Members taken out by the Trustee;

Preserved and Non-Preserved Benefits means the same as under Superannuation Law;

Principal Member means the person or persons named, (if any) in Item 3 of the Schedule or any substitute whom that person or those persons nominates in writing (including by will), or if there is no Principal Member a person or persons nominated by the trustee in writing. The person appointed as a Principal Member may resign in writing without appointing a substitute;

Reserve Account means an account kept under clause 20 or 22;

Retire means the same as under Superannuation Law;

Reversionary Beneficiary means a person nominated by a Beneficiary receiving a Pension on commencement of the Pension to be entitled to receive the Pension on the death of the Beneficiary receiving the Pension;

Self Managed Superannuation Fund means the same as under Superannuation Law;

Splittable Contributions means the same as under Superannuation Law;

Superannuation Guarantee Legislation means the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992, any Regulations made pursuant to those Acts including any amendments, substituted legislation and any statutory instruments issued pursuant to that legislation and in force;

Superannuation Law means the requirements of the Superannuation Industry (Supervision) Act 1993, the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Superannuation Guarantee Legislation, the Family Law Act 1975, the Corporations Act 2001, the Co-contribution Legislation, any Regulations made pursuant to those Acts and any other law relevant to the administration and management of the Fund, including any amendment to any law, any legislation substituted for any law, and any statutory instruments issued under any law and in force;

Trustee means the person or persons named in Item 1 and if there is more than one trustee, all of the trustees of the Fund and any original, additional or substituted trustee(s) of the Fund for the time being.

1.2 In this deed, unless the context otherwise requires:

- (a) a reference to this deed means this document as amended under clause 50;
- (b) the Introduction is correct;
- (c) headings, notes or the table of contents do not affect interpretation;
- (d) a reference to legislation or law includes any amendment to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (e) singular includes plural and plural includes singular;

- (f) words of one gender include both other genders;
 - (g) a reference to a person includes any natural person or persons, corporation, trustee, partnership, a firm and any other entity and their authorised officers, agents, administrators, successors and executors;
 - (h) reference to a party includes that party's personal representatives, successors and permitted assigns;
 - (i) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
 - (j) if a thing is to be done on a day which is not a business day, it must be done on the business day before that day. (A business day means any day except a Saturday or Sunday or other public holiday in the State whose laws govern the operation of this deed);
 - (k) a reference tax includes income tax, land tax, stamp duty, superannuation contributions surcharge and any other tax, charge or government fee on any part of the Fund or on any transfer of money or property to or from the Fund;
 - (l) another grammatical form of a defined expression has a corresponding meaning.
-

2. Establishment

- 2.1 From the date of this deed, the Trustee holds the Fund on trust for the Beneficiaries.
 - 2.2 The name of the trust is set out in Item 2 of the Schedule.
 - 2.3 A Beneficiary has a beneficial interest in the whole Fund, but not an interest in any particular investment of the Fund (including an investment authorised by that Beneficiary).
-

3. Nature

- 3.1 The Fund is an indefinitely continuing superannuation fund that shall be constituted to meet the conditions of a Self Managed Superannuation Fund under Superannuation Law.
-

4. Purpose

- 4.1 While the Trustee of the Fund is not a constitutional corporation, the sole or primary purpose of the Fund is the provision of old-age pensions and any other purposes permitted under Superannuation Law.
-

5. Superannuation Law

- 5.1 A Superannuation Law prevails over any provision of this deed to the extent of any inconsistency and to the extent that Superannuation Law imposes any requirement on the Fund, such requirement is deemed to a requirement of this deed.
-

Part 2 – Membership

6. Admission of Members

- 6.1 An Eligible Person may apply to become a Member of the Fund, in any form the Trustee requires.
- 6.2 If the Trustee accepts the application, the Eligible Person becomes a Member on the date of acceptance or any other date the Trustee decides.
- 6.3 The Trustee may refuse an application without giving reasons.
-

7. Membership ceases

- 7.1 A person ceases to be a Member when:
- (a) all benefits under the Fund for that person have been paid, rolled over or transferred; or
 - (b) that person dies.
-

8. Information

- 8.1 Each applicant and each Member must provide to the Trustee any information and evidence and sign any documents that the Trustee requires.
- 8.2 A Member must immediately notify the Trustee upon ceasing to be an Eligible Person.
-

9. Special conditions

- 9.1 If an applicant or Member does not fully comply with clause 8, or misrepresents something to the Trustee, or the Trustee otherwise considers it appropriate, the Trustee may impose special conditions on that person's membership and benefits from the Fund.
- 9.2 The Trustee may amend those special conditions.
- 9.3 Subject to clause 5, those special conditions override this deed to the extent of any inconsistency.
-

10. Deed

- 10.1 This deed binds each Member.
-

Part 3 – Contributions

11. Payment

- 11.1 A Member may contribute any amount of money, property or other assets (including assets in specie) to the Fund at any time, subject to Superannuation Law and the consent of the Trustee.
-

- 11.2 Any other person may contribute any amount of money or property to the Fund on behalf of a Member at any time, subject to Superannuation Law and the consent of the Trustee.
- 11.3 The Trustee may accept any amount contributed on behalf of a Member under the SG Legislation or the Co-contribution Legislation.
-

12. Refusal

- 12.1 The Trustee may refuse any contribution to the Fund without giving reasons.
- 12.2 The Trustee may refund any contribution not allowed by Superannuation Law, after deducting taxes and expenses incurred by the Trustee on the contribution and in so refunding any such contribution, the Trustee is entitled to (but is not liable or required to) pay any earnings or interest attributable to such contribution.
-

13. Excess Concessional Contributions Tax

- 13.1 The Trustee shall inform any relevant Member where a contribution or payment has been made to the Fund that will or will likely cause such Member to become liable to Excess Concessional Contributions Tax.
-

14. Contribution Splitting

- 14.1 A Member may make a Contributions-Splitting Application to the Trustee to rollover, transfer or allot that Member's Splittable Contributions for the benefit of the Member's spouse, in any form the Trustee requires.
- 14.2 The Trustee may only accept a Contributions-Splitting Application in the circumstances permitted under Superannuation Law.
- 14.3 If the Trustee accepts a Contributions-Splitting Application, the Trustee must rollover, transfer or allot all or part of that Member's Splittable Contributions for the benefit of the Member's spouse in accordance with the Member's Contributions-Splitting Application or on any other terms that the Trustee decides that is consistent with Superannuation Law.
- 14.4 The Trustee may refuse a Contributions-Splitting Application in whole or part without giving reasons.
-

Part 4 – Investment

15. General

- 15.1 To the extent permitted by Superannuation Law, the Trustee may invest and reinvest the Fund in any form of investment.
-

16. Individual

To the extent permitted by Superannuation Law:

- (a) A Beneficiary may authorise the Trustee to invest all or part of the Beneficiary's Beneficiary Account balance in a particular manner.
-

- (b) With the Trustee's consent, a Beneficiary may revoke or amend an investment authority with effect from a date set by the Trustee.
- (c) The Trustee may accept or reject the investment authority by notice to the Beneficiary.
- (d) The Trustee must provide to the Beneficiary any information required by Superannuation Law, before the Beneficiary gives the investment authority.
- (e) If a Beneficiary does not give an investment authority, or the Trustee rejects the investment authority, the Trustee may invest the Beneficiary Account balance as the Trustee decides.
- (f) The Trustee is not liable for any loss by a Beneficiary arising from an investment authorised by that Beneficiary.

17. Policies

To the extent permitted by Superannuation Law:

- (a) The Trustee may take out and maintain any Policy requested by a Member.
- (b) The Trustee may cancel a Policy over a Member, if the Member's account balance is zero, or the Member request the Trustee to cancel the Policy.
- (c) The Trustee alone may enforce a Policy.
- (d) The Trustee may:
 - (1) receive the proceeds of any Policy; or
 - (2) direct the insurer to pay the proceeds of any Policy to a person the Trustee nominates.
- (e) The Trustee may pay all Policy premiums from the Fund.

18. Other income

- 18.1 In addition to contributions, rollovers and income, the Trustee may accept any other assets into the Fund.
- 18.2 The Trustee may treat those assets as income of the Fund or in any other way.

19. Borrowing

The Trustee may enter into arrangements to:

- (a) borrow money;
- (b) maintain an existing borrowing of money;
- (c) secure the payment or repayment of any borrowing; or

but in each case, strictly subject to the extent permitted by Superannuation Law.

Part 5 – Accounts

20. Beneficiary Account

- 20.1 The Trustee must keep a Beneficiary Account for each Beneficiary, to determine benefits payable in respect of that Beneficiary.
- 20.2 The Trustee must credit the Beneficiary Account with:
- (a) contributions for the Beneficiary;
 - (b) amounts rolled over or transferred into the Fund from an Approved Benefit Arrangement for the Beneficiary including pursuant to a Contributions-Splitting Application;
 - (c) amounts allotted for the Beneficiary pursuant to a Contributions-Splitting Application;
 - (d) amounts rolled over or transferred for the Beneficiary pursuant to an order or agreement under the Family Law Act 1975;
 - (e) proceeds of a Policy over the Beneficiary (unless the Trustee directs the insurer to pay the proceeds to a person the Trustee nominates);
 - (f) positive earnings which the Trustee decide to allocate to the Beneficiary Account;
 - (g) any other amounts which the Trustee decides.
- 20.3 The Trustee must debit the Beneficiary Account with:
- (a) benefits paid from the Beneficiary Account to or for the Beneficiary;
 - (b) amounts rolled over or transferred from the Fund to an Approved Benefit Arrangement for the Beneficiary;
 - (c) amounts allotted, transferred or rolled over for the benefit of the Beneficiary's spouse pursuant to a Contributions-Splitting Application;
 - (d) amounts rolled over or transferred from the Beneficiary Account pursuant to an order or agreement under the Family Law Act 1975;
 - (e) Policy premiums for the Beneficiary which the Trustee decides to allocate to the Beneficiary Account;
 - (f) taxes on contributions by or for the Beneficiary and on benefits to or for the Beneficiary which the Trustee decides to allocate to the Beneficiary Account;
 - (g) the Beneficiary's share of Fund Expenses;
 - (h) negative earnings which the Trustee decides to allocate to the Beneficiary Account;
 - (i) any other amounts which the Trustee decides.
- 20.4 The Trustee must maintain records concerning the Beneficiary Account in accordance with Superannuation Law of:
-

- (a) the Preserved and Non-Preserved Benefits; and
 - (b) any flagging agreement, flagging order or splitting agreement or other order or agreement notified to the Trustee made pursuant to the Family Law Act 1975.
-

21. General Reserve Account

21.1 The Trustee may keep a General Reserve Account.

21.2 The Trustee may credit the General Reserve Account with:

- (a) any positive earnings not allocated to Beneficiary Accounts;
- (b) any bonus or rebate under a Policy, not allocated to Beneficiary Accounts;
- (c) any amount left in a Beneficiary Account after all benefits have been paid to the Beneficiary;
- (d) any Fund Expenses, Policy premiums or tax debited to Beneficiary Accounts but not yet paid;
- (e) any forfeited benefits;
- (f) any other amounts the Trustee decides.

21.3 The Trustee may debit the General Reserve Account with:

- (a) any losses, Policy premiums or Fund Expenses not allocated to Beneficiary Accounts;
 - (b) any amounts which the Trustee decides to credit Beneficiary Accounts as deemed contributions or as additional earnings or as over-estimated Fund Expenses, Policy premiums or tax;
 - (c) any other amounts the Trustee decides.
-

22. Other accounts

22.1 The Trustee may keep any other accounts it decides, including a Reserve Account for any specific purpose it decides.

23. Fund Expenses

23.1 The Trustee must pay all Fund Expenses from the Fund.

23.2 The Trustee may determine a Beneficiary's share of Fund Expenses (not already taken into account in determining earnings) in any combination of the following ways:

- (a) an equal amount for each Beneficiary;
 - (b) in proportion to the balance of each Beneficiary Account;
 - (c) according to the Fund Expenses incurred in making or changing investments authorised by that Beneficiary.
-

- 23.3 As at each 30 June and any other date the Trustee decides, the Trustee must determine each Beneficiary's share of Fund Expenses.
- 23.4 The Trustee may prospectively determine Fund Expenses. The Trustee may later adjust Beneficiary Accounts and/or the Reserve Account to take into account any difference between actual and anticipated Fund Expenses. However, the Trustee must not adjust a Beneficiary Account after the relevant Beneficiary has been paid their benefit from the Fund.
- 23.5 The Trustee may pay Fund Expenses from a Reserve Account.
-

24. Earnings

- 24.1 As at each 30 June and any other date the Trustee decides, the Trustee must:
- (a) revalue the Fund assets (including investments authorised under clause 16);
 - (b) determine the after tax earnings (positive or negative) of each investment authorised by a Beneficiary under clause 16, and allocate those earnings to that Beneficiary's Beneficiary Account;
 - (c) determine the after tax earnings (positive or negative) of all the other assets of the Fund, and allocate those earnings to Beneficiary Accounts in a fair manner.
- 24.2 The Trustee must take into account provision for contingencies, unrealised gains or losses on valuation, and any other factors the Trustee decides.
- 24.3 The Trustee may prospectively determine earnings when a benefit is payable from the Fund.
- 24.4 The Trustee may pay earnings to a Reserve Account.

Part 6 – Benefits

25. Amount and circumstances

- 25.1 A benefit equal to the balance of a Member's Beneficiary Account becomes payable, if:
- (a) the Member requests payment and a condition of release is satisfied under Superannuation Law; or
 - (b) the Member must, under Superannuation Law, commence to receive a benefit from the Fund.
- 25.2 If a benefit becomes payable to a Member under clause 25.1 or 26.1, the Trustee on request of the Member, may in any combination and on any terms and conditions it wishes to impose but subject always to Superannuation Law:
- (a) retain all or part of the Member's benefit in the Fund;
 - (b) pay the benefit by lump sum;
 - (c) pay the benefit by Pension;
 - (d) purchase an Annuity with the benefit;
-

- (e) pay the benefit in the form of an asset (including an asset in specie).
- 25.3 For any other Beneficiary entitled to a benefit, the Trustee must, in accordance with Superannuation Law, in any combination the Trustee decides:
- (a) retain all or part of the Beneficiary's benefit in the Fund;
 - (b) pay the benefit by lump sum;
 - (c) pay the benefit by Pension;
 - (d) purchase an Annuity with the benefit;
 - (e) pay the benefit in the form of an asset (including an asset in specie).
- 25.4 The Trustee, subject to the requirements of Superannuation Law, may in its absolute discretion pay:
- (a) a lump sum benefit to a Beneficiary as one lump sum amount or two or more lump sum amounts; and
 - (b) a pension benefit to a Beneficiary as one pension or two or more pensions.
- 25.5 A benefit also becomes payable if the Trustee is required to pay an amount from a Member's Beneficiary Account pursuant to an order or agreement under the Family Law Act 1975. The Trustee must pay, flag or transfer the benefit as required under Superannuation Law.
- 25.6 The Trustee may pay a benefit from the Fund at any place, in any manner, and within any reasonable time the Trustee decides.
- 25.7 With the consent of the Beneficiary, the Trustee may pay a benefit to that Beneficiary by transferring to that Beneficiary an investment of the Fund of equivalent value.

26. Pension benefits

- 26.1 Where the Trustee is permitted or otherwise required to pay any Pension or Annuity, the Trustee shall pay any such Pension or Annuity subject to such provisions as the Trustee may determine necessary to ensure that there is no contravention of Superannuation Law and that the Fund remains a complying superannuation fund at all times for Superannuation Law purposes.
- 26.2 In respect of any Pension permitted or otherwise required to be paid, the Trustee may:
- (a) set apart the assets of the Fund which will fund the Pension in a Reserve Account;
 - (b) obtain any certificates the Trustee decides about the adequacy of those assets for current and non-current Pension liabilities;
 - (c) invest those assets on the same basis that it invests any other assets of the Fund (including in investments authorised by the Beneficiary).
- 26.3 After the death of a Beneficiary receiving a Pension, the Trustee must pay the assets which fund the Pension in accordance with and as permitted by Superannuation Law, to the Reversionary Beneficiary. If there is no Reversionary Beneficiary the Trustee may pay the assets, in any combination the Trustee decides:

- (a) to a Reserve Account; or
 - (b) subject to the terms of the Pension, in accordance with clause 28.1(a) to 28.1(c).
-

27. Commutation of Pension

- 27.1 At the request of a Beneficiary receiving a Pension, the Trustee may only commute all or part of a Pension to a lump sum, or for a rollover a Pension to another account within the Fund, or for the payment of a new Pension to the extent and as permitted by Superannuation Law.
- 27.2 The Trustee may then, in any combination the Trustee decides:
- (a) reduce the number of instalments of any remaining Pension;
 - (b) reduce the amount of each instalment of any remaining Pension;
 - (c) obtain any certificates the Trustee decides about the adequacy of the assets which will fund the pension for current and non-current Pension liabilities.
-

28. Death benefits

- 28.1 Subject to Superannuation Law, if a Member dies, the Trustee must pay the benefit:
- (a) in accordance with the Member's valid Binding Nomination Form (if any); or
 - (b) if that Member did not have a valid Binding Nomination Form, to any Dependants of that Member the Trustee decides and any legal personal representative of that Member, in any proportions the Trustee decides taking into consideration the Member's valid Non-Binding Nomination Form (if any);
 - (c) if, within 3 months after the death, the Trustee cannot find any Dependants of that Member and there are no legal personal representatives of the deceased, to relatives of that Member, or to any other person or Reserve Account as permitted by Superannuation Law, as the Trustee decides in any proportions the Trustee decides.
 - (d) if the Member is a Beneficiary receiving a Pension, in accordance with 26.3.
-

29. Beneficiary under a disability

- 29.1 If a Beneficiary is under 18 years or the Trustee considers it is in the Beneficiary's best interests, the Trustee may pay all or part of that Beneficiary's benefit:
- (a) by spending it for the advancement, maintenance, education or benefit of that Beneficiary; or
 - (b) to a person who appears to the Trustee to be a trustee, spouse, child, parent, guardian, carer or custodian of that Beneficiary.
- 29.2 The receipt of the payee discharges the Trustee.
-

30. Place and manner of payment

- 30.1 The Trustee may pay a benefit from the Fund at any place, in any manner, and within any reasonable time the Trustee decides.
- 30.2 With the consent of the Beneficiary, the Trustee may pay a benefit to that Beneficiary by transferring to that Beneficiary an investment of the Fund of equivalent value.
- 30.3 The Trustee may in their absolute discretion pay:
- (a) a lump sum benefit to a Beneficiary as one lump sum amount or two or more lump sum amounts; and
 - (b) a pension benefit to a Beneficiary as one pension or two or more pensions.

31. Proofs

- 31.1 The Trustee may base a decision on evidence not legally proved.

32. Payment conditional on evidence

- 32.1 The Trustee may require a Beneficiary to provide any information or evidence or do any act the Trustee decides.
- 32.2 The Trustee may withhold a benefit until the Beneficiary complies with the previous sub-clause.

33. No claim apart from deed

- 33.1 No Beneficiary is entitled to payment from the Fund except as expressed in this deed.

34. Forfeiture of benefits

- 34.1 A Beneficiary forfeits their whole entitlement in the Fund if:
- (a) the Beneficiary assigns or charges their entitlement or interest in the Fund;
 - (b) that entitlement becomes payable to another person;
 - (c) the Beneficiary is unable personally to receive or enjoy that entitlement; or
 - (d) in the Trustee's opinion, the Beneficiary is incapable of managing their affairs.
- 34.2 The Trustee may:
- (a) pay or apply a Beneficiary's forfeited entitlement to or for that Beneficiary's Dependants;
 - (b) pay or apply a Beneficiary's forfeited entitlement to a Reserve Account; or
 - (c) if the reason for forfeiture ceases, credit the balance of the forfeited entitlement (not paid or applied or used under this sub-clause) to the relevant Beneficiary Account or pay the entitlement to the Beneficiary as the Trustee decides.

35. Nominated Dependants

- 35.1 A Member may nominate one or more of the Dependants and the legal personal representative of that Member, to receive that Member's entitlement when that Member dies, in any form the Trustee requires.
- 35.2 The Trustee may require a Member to complete a new Non-Binding Nomination Form at any time.
- 35.3 A Non-Binding Nomination Form is or becomes invalid if:
- (a) Superannuation Law does not permit the Trustee to follow the nomination form;
 - (b) the Member completes a later valid Non-Binding Nomination Form;
 - (c) the Member has a valid Binding Nomination Form.
- 35.4 The Trustee need not inform the Member that a Non-Binding Nomination Form is invalid.
- 35.5 To remove any doubt, in this clause, **Member** includes a former Member receiving a Pension.

36. Binding Nomination

- 36.1 A Member may nominate one or more of the Dependants and the Legal Personal Representative of that Member, to receive that Member's entitlement when that Member dies, in a form binding upon the Trustee in accordance with the requirements of section 59(1A) of the *Superannuation Industry Supervision Act 1993*, as if (only for the purposes of this clause) that section applied to a Self Managed Superannuation Fund.
- 36.2 Unless the Trustee requires a Member to complete a new Binding Nomination Form at any time, all Binding Nomination Forms shall last indefinitely.
- 36.3 To remove any doubt in this clause, **Member** includes a former Member receiving a Pension.

Part 7 – Transfers and Rollovers

37. Transfers and Rollovers from an Approved Benefit Arrangement

- 37.1 At the request of a Member, the Trustee may accept money or assets from an Approved Benefit Arrangement, the superannuation holding accounts reserve under the Small Superannuation Accounts Act 1995 or pursuant to a Contributions-Splitting Application to provide benefits for that Member.
- 37.2 The Trustee may accept that money or assets on any terms.
- 37.3 The Trustee may refuse that money or assets without giving reasons.

38. Transfers and Rollovers to an Approved Benefit Arrangement

- 38.1 At the request of a Beneficiary, the Trustee may transfer or rollover all or part of the Beneficiary's entitlement to an Approved Benefit Arrangement for the benefit of that Beneficiary, including by transferring an investment of the Fund of equivalent value.

- 38.2 The Trustee may allot, transfer or rollover all or part of the Beneficiary's entitlement for the benefit of that Beneficiary's spouse only in accordance with clause 14 or pursuant to a benefit payable in accordance with clause 25.5.
- 38.3 The Trustee may keep enough of the entitlement to cover contingent liabilities.
- 38.4 The Trustee may transfer or rollover the entitlement on any terms.
- 38.5 The receipt of the transferee discharges the Trustee.

Part 8 – Management of Fund

39. Trustee

- 39.1 The Trustee must be at least two natural persons or a constitutional corporation (within the meaning of Superannuation Law).
-

40. Appointment and removal of trustee

- 40.1 The Principal Member or if there is no Principal Member, the Members may by deed:
- (a) appoint a substitute or additional trustee;
 - (b) remove a trustee.
- 40.2 If a trustee vacates office leaving only one natural person as trustee or no trustee, the Principal Member or if there is no Principal Member, the Members must appoint a new trustee.
- 40.3 A trustee vacates office if:
- (a) the trustee is removed pursuant to clause 40.1;
 - (b) that trustee resigns by notice to the Members;
 - (c) that trustee is a corporation and becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);
 - (d) that trustee is a natural person and dies or is found to be of unsound mind or becomes an insolvent under administration (within the meaning of the Corporations Act 2001); or
 - (e) that trustee is a disqualified person (within the meaning of superannuation law) or is otherwise ineligible to be a trustee of the Fund.
- 40.4 On vacating office, a trustee must:
- (a) promptly deliver all documents, records, money and property to the new or remaining Trustee; and
 - (b) do everything necessary to transfer the legal title of the Fund to the new or remaining Trustee.
-

41. Minutes

- 41.1 The Trustee must record its decisions in written minutes or written resolutions, signed by the Trustee (or the directors of a corporate Trustee).
- 41.2 Signed minutes or resolutions are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

42. Powers of Trustee

- 42.1 The Trustee alone administers the Fund.
- 42.2 The Trustee has:
- (a) the legal capacity and powers of a natural person;
 - (b) the powers of a trustee by law; and
 - (c) the powers of a company under the Corporations Act 2001 (if a company).
- 42.3 The Trustee may do anything it thinks fit to:
- (a) comply with Superannuation Law;
 - (b) administer the Fund.
- 42.4 Without limiting the previous sub-clauses, the Trustee may:
- (a) open an account with any bank, building society, credit union or other financial institution (**institution**);
 - (b) operate that account in accordance with the customs, usages and practices of the institution. This includes the Trustee:
 - (1) drawing, making, accepting, endorsing, executing and issuing promissory notes, bills of exchange, bills of lading, cheques and other negotiable instruments;
 - (2) overdrawing the account as allowed by Superannuation Law;
 - (3) permitting the institution to debit the account with charges and duties;
 - (c) appoint an attorney (or joint and several attorneys, or joint or several attorneys) to exercise any trust or power;
 - (d) make an election under Superannuation Law;
 - (e) delegate any trust or power to any person on any terms (while retaining the right to exercise that trust or power);
 - (f) revoke any delegation of a trust or power.

43. Trustee may act despite interest

- 43.1 A trustee of the Fund may act as a director of a corporation in which the Fund is invested and may retain remuneration for so acting.
- 43.2 A trustee of the Fund may exercise or concur in exercising a trust or power, even if the trustee has a personal interest in the outcome, or is a Beneficiary or related to a Beneficiary.
- 43.3 A trustee of the Fund may retain a benefit from a dealing in which the trustee has a personal interest.
- 43.4 A trustee of the Fund may deal with any of the other trustees (in the trustee's own capacity or as trustee of another fund).
- 43.5 In this clause, **trustee** also includes a director of a corporate trustee.

44. Trustee not liable

- 44.1 A trustee of the Fund acting in good faith in that capacity is not liable to compensate the Fund for any loss or breach of trust.
- 44.2 In this clause, **trustee** also includes a director of a corporate trustee.

45. Indemnity

- 45.1 A trustee of the Fund is entitled to indemnity from the Fund for any liability incurred in that capacity to the extent allowed by law.
- 45.2 No Beneficiary is liable to indemnify a trustee of the Fund, even for a liability which the Beneficiary asked or authorised the Trustee to incur.
- 45.3 The Trustee may take out trustee liability insurance and pay the premiums from the Fund.
- 45.4 In this clause, **trustee** includes a director of a corporate trustee, a former trustee, or a director of a former corporate trustee.

46. Remuneration

- 46.1 A trustee of the Fund is not entitled to remuneration for holding office.
- 46.2 In this clause, **trustee** also includes a director of a corporate trustee.

Part 9 – Administration of Fund

47. Audit

- 47.1 The Trustee:
- (a) must appoint an auditor who is authorised to audit the Fund under Superannuation Law;
 - (b) may remove the auditor and appoint a new auditor.

47.2 The auditor must audit the accounting records of the Fund and produce an annual report for the Trustee in the form required by Superannuation Law.

48. Tax

48.1 The Trustee must comply with all laws about the deduction and payment of tax on behalf of the Fund and its Members.

48.2 The Trustee may:

- (a) deduct tax from money paid into the Fund, benefits paid out of the Fund and any Beneficiary Account;
 - (b) make provision for tax and debit that amount to any Beneficiary Account or the Reserve Account;
 - (c) pay tax or arrange for another person to do so; and
 - (d) pay to any Member an amount equal to any Excess Concessional Contributions Tax for which such Member is liable in respect of any contribution or payment to the Fund on behalf of such Member.
-

49. Currency

49.1 All payments to or from the Fund must be in Australian currency, except where the Trustee decides otherwise.

49.2 The Trustee may convert an amount into Australian currency using any exchange rate the Trustee decides.

50. Amendment

50.1 The Principal Member or if there is no Principal Member, the Trustee may by deed amend this deed.

50.2 An amendment takes effect from:

- (a) the date specified in the deed; or
- (b) if no date is specified, the date the deed is executed.

50.3 As soon as practicable, the Trustee must notify each Member about the nature and purpose of the amendment and any effect on the Member's entitlement.

50.4 Section 39B Trustee Act 1936 of South Australia or equivalent provision in legislation of another jurisdiction governing this trust deed, does not apply.

51. Termination

51.1 The Principal Member or if there is no Principal Member, the Trustee may resolve to end the Fund.

51.2 If the Principal Member or the Trustee resolves to end the Fund, the Trustee must:

- (a) not accept any more contributions;
-

- (b) not take out any new Policies;
- (c) pay all Fund Expenses, taxes and liabilities and allow for future taxes and liabilities;
- (d) determine and allocate Fund Expenses in accordance with clause 23;
- (e) determine and allocate earnings in accordance with clause 24;
- (f) transfer or rollover each Beneficiary's entitlement to an Approved Benefit Arrangement or pay each Beneficiary's entitlement to the Beneficiary in accordance with this deed.

51.3 The Fund ends when the Trustee has paid or applied all entitlements in accordance with this deed.

52. Notice

52.1 Notice must be in writing and in English, and may be given by an authorised representative of the sender.

52.2 Notice may be given to a person:

- (a) personally;
- (b) by leaving it at the person's address last notified;
- (c) by sending it by pre-paid mail to the person's address last notified;
- (d) by sending it by facsimile to the person's facsimile number last notified and then confirming it by pre-paid mail to the person's address last notified;
- (e) by advertisement in any newspaper the Trustee decides.

52.3 Notice is deemed to be received by a person:

- (a) when left at the person's address;
 - (b) if sent by pre-paid mail, on the third Business Day after posting;
 - (c) if sent by facsimile and confirmed by pre-paid mail, at the time and on the day shown in a sending machine's transmission report which indicates that the whole facsimile was sent to the person's facsimile number last notified (or if the day shown is not a Business Day or if the time shown is after 5pm in the person's time zone, at 9am on the next Business Day); and
 - (d) if advertised in a newspaper, on the third Business Day after the newspaper is published.
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53. Governing law

53.1 The validity of this trust is governed by the law of the State or Territory of Australia identified in Item 4 of the Schedule.

53.2 The administration of this trust is governed by the law of the place the Trustee decides.

Execution

Executed as a deed on

Executed by
Gerrit Michiel Janssen
in the presence of

)

)

) Trustee



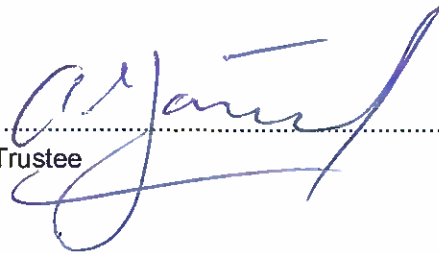

.....
Witness


Executed by
Annie Janssen
in the presence of

)

)

) Trustee




.....
Witness

Schedule

Item 1	Trustee	Gerrit Michiel Janssen Annie Janssen
Item 2	Name	G & A Janssen Superannuation Fund
Item 3	Principal Member	Gerrit Michiel Janssen
Item 4	Governing Law	South Australia

S2061.SUP

G & A JANSSEN SUPERANNUATION FUND

Register of Members

Account Number	Category Ordinary
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TFN 168 656 732

Members Full name Gerrit Michiel Janssen

Members Address 145 Cross Road Westbourne Park 5041

Date of Birth 11th December 1942	Sex Male
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Date of Termination	Reason
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Undeducted Contributions

Date Benefit Paid	Benefit Paid to
--------------------------	------------------------

Account Number	Category Ordinary
-----------------------	--------------------------

TFN

Members Full name

Members Address

Date of Birth	Sex
----------------------	------------

Date of Termination	Reason
----------------------------	---------------

Undeducted Contributions

Date Benefit Paid	Benefit Paid to
--------------------------	------------------------

Account Number	Category Ordinary
-----------------------	--------------------------

TFN

Members Full name

Members Address

Date of Birth	Sex
----------------------	------------

Date of Termination	Reason
----------------------------	---------------

Undeducted Contributions

Date Benefit Paid	Benefit Paid to
--------------------------	------------------------
