

**Compliance Workpapers**  
**D Ortiz Super Fund**  
**Financial Year - 2023**



### Fund Details

<b>Fund Name</b>	D Ortiz Super Fund
<b>Contact no</b>	0487652584
<b>Financial Year</b>	2023
<b>Established Date</b>	17/01/2023
<b>ABN</b>	75 243 302 335
<b>TFN</b>	585862784
<b>Trustee Type</b>	Corporate
<b>Trustees</b>	Ortiz SMSF Pty Ltd
<b>ACN</b>	665050519

### Review Points

Reference : Assets / Other Assets / Sundry Assets

Subject : Sundry Assets

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	overpayment of establishment - repaid on 24 July 2023	Joan Sayas	18/08/2023 12:52 PM	

## Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
<b>Investments</b>	0.00	482,725.67	0.00	482,725.67	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Direct Property</b>	0.00	480,000.00	0.00	480,000.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a>
68 Billericay Circuit, Butler WA 6036	1.00	480,000.00	0.00	480,000.00	100.00	
<b>Other Assets</b>	0.00	2,725.67	0.00	2,725.67	100.00	
Borrowing Cost	0.00	2,725.67	0.00	2,725.67	100.00	<a href="#">WP-1</a>
<b>Other Assets</b>	0.00	18,300.76	0.00	18,300.76	100.00	
<b>Cash At Bank</b>	0.00	16,100.76	0.00	16,100.76	100.00	<a href="#">WP-1</a>
ANZ Bank Account	0.00	16,100.76	0.00	16,100.76	100.00	
<b>Sundry Assets</b>	0.00	2,200.00	0.00	2,200.00	100.00	
Sundry Debtor	0.00	2,200.00	0.00	2,200.00	100.00	
<b>Total Assets</b>	0.00	501,026.43	0.00	501,026.43	100.00	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
<b>Borrowings</b>	0.00	321,600.00	0.00	321,600.00	100.00	
<b>Limited Recourse Borrowing Arrangement</b>	0.00	321,600.00	0.00	321,600.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
Liberty Loan	0.00	321,600.00	0.00	321,600.00	100.00	
<b>Income Tax Payable</b>	0.00	381.60	0.00	381.60	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Provision for Income Tax	0.00	381.60	0.00	381.60	100.00	
<b>Total Liabilities</b>	0.00	321,981.60	0.00	321,981.60	100.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	179,044.83	0.00	179,044.83	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Mr Daniel Ortiz</b>	0.00	179,044.83	0.00	179,044.83	100.00	
Accumulation	0.00	179,044.83	0.00	179,044.83	100.00	
<b>Total Member Entitlements</b>	0.00	179,044.83	0.00	179,044.83	100.00	

## Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
<b>Investment Income</b>	2,244.86	0.00	2,244.86	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	864.86	0.00	864.86	100.00	
<b>Cash At Bank</b>	864.86	0.00	864.86	100.00	
ANZ Bank Account	864.86	0.00	864.86	100.00	<a href="#">WP-1</a>
<b>Rent</b>	1,380.00	0.00	1,380.00	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	1,380.00	0.00	1,380.00	100.00	
68 Billericay Circuit, Butler WA 6036	1,380.00	0.00	1,380.00	100.00	
<b>Member Receipts</b>	201,057.74	0.00	201,057.74	100.00	
<b>Contributions</b>	1,443.75	0.00	1,443.75	100.00	<a href="#">WP-1</a>
<b>Employer</b>	1,443.75	0.00	1,443.75	100.00	
Mr Daniel Ortiz	1,443.75	0.00	1,443.75	100.00	
<b>Rollovers In</b>	199,613.99	0.00	199,613.99	100.00	<a href="#">WP-1</a>
Mr Daniel Ortiz	199,613.99	0.00	199,613.99	100.00	
<b>Total Income</b>	203,302.60	0.00	203,302.60	100.00	
Expenses	2023	2022	Change (\$)	Change (%)	
<b>Investment Losses</b>	18,992.89	0.00	18,992.89	100.00	
<b>Decrease in Market Value</b>	18,992.89	0.00	18,992.89	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	18,992.89	0.00	18,992.89	100.00	
68 Billericay Circuit, Butler WA 6036	18,992.89	0.00	18,992.89	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
<b>Other Expenses</b>	4,883.28	0.00	4,883.28	100.00	
Borrowing Costs	67.53	0.00	67.53	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
Establishment Fee	3,740.00	0.00	3,740.00	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Property Expenses</b>	1,075.75	0.00	1,075.75	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Council Rates</b>	88.29	0.00	88.29	100.00	
<b>Direct Property</b>	88.29	0.00	88.29	100.00	
68 Billericay Circuit, Butler WA 6036	88.29	0.00	88.29	100.00	<a href="#">WP-1</a>
<b>Insurance Premium</b>	937.18	0.00	937.18	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	937.18	0.00	937.18	100.00	
68 Billericay Circuit, Butler WA 6036	937.18	0.00	937.18	100.00	
<b>Water Rates</b>	50.28	0.00	50.28	100.00	
<b>Direct Property</b>	50.28	0.00	50.28	100.00	
68 Billericay Circuit, Butler WA 6036	50.28	0.00	50.28	100.00	<a href="#">WP-1</a>
<b>Total Expenses</b>	23,876.17	0.00	23,876.17	100.00	
<b>Income Tax</b>	<b>2023</b>	<b>2022</b>	<b>Change (\$)</b>	<b>Change (%)</b>	
<b>Income Tax Expense</b>	381.60	0.00	381.60	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
Income Tax Expense	381.60	0.00	381.60	100.00	
<b>Total Income Tax</b>	381.60	0.00	381.60	100.00	

Net Profit(Loss) Total	179,044.83	0.00	
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## Lump Sum Payment - Good to Go

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








## 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
<p>Mr Daniel Ortiz</p> <p>Date of Birth: 28/10/1984 (Age: 37 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		1,443.75	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		1,443.75	0.00
	Amount above caps		0.00	0.00

## Negative Balance

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description		Debits	Credits	Balance
Liberty Loan						
	13/06/2023	Loan Advance EFT		319,301.80	0.00	-319,301.80
	15/06/2023	Settlement Valuation Fee - Reversal		0.00	330.00	-318,971.80
	15/06/2023	Search Fees		28.20	0.00	-319,000.00
	15/06/2023	Settlement Valuation Fee		330.00	0.00	-319,330.00
	15/06/2023	Application Fee		550.00	0.00	-319,880.00
	15/06/2023	Document Preparation Fee		695.00	0.00	-320,575.00
	15/06/2023	SMSF Review Fee		695.00	0.00	-321,270.00
	23/06/2023	Valuation Payment		330.00	0.00	-321,600.00

**Contra Bank Entries**

				Current Status : Good to Go Prior Status : Warning		Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance		
<b>Liberty Loan</b>							
🚩	15/06/2023	Settlement Valuation Fee - Reversal	0.00	330.00	-318,971.80		
🚩	15/06/2023	Settlement Valuation Fee	330.00	0.00	-319,330.00		

## 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 for Member above 65 - 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 (Accumulation) - 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
<b>Member Receipts / Rollovers In / Mr Daniel Ortiz</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	Rollover In	0.00	0.00	199,613.99	199,613.99
30/06/2023	Closing Balance	0.00	0.00	0.00	199,613.99
<b>Member Receipts / Contributions / Employer / Mr Daniel Ortiz</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/04/2023	Employer Contribution: QUBE LOGISTICS (AUST) PTY LTD	0.00	0.00	1,443.75	1,443.75
30/06/2023	Closing Balance	0.00	0.00	0.00	1,443.75
<b>Investment Income / Interest / Cash At Bank / ANZ Bank Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	163.24	163.24
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	276.57	439.81
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	322.17	761.98
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	102.88	864.86
30/06/2023	Closing Balance	0.00	0.00	0.00	864.86
<b>Investment Income / Rent / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 16/6	0.00	0.00	460.00	460.00

Date	Description	Quantity	Debits	Credits	Balance
23/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 23/6	0.00	0.00	460.00	920.00
30/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 30/6	0.00	0.00	460.00	1,380.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,380.00
<b>Other Expenses / Borrowing Costs</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Amortization	0.00	67.53	0.00	67.53
30/06/2023	Closing Balance	0.00	0.00	0.00	67.53
<b>Other Expenses / Establishment Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	1,540.00	0.00	1,540.00
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	2,200.00	0.00	3,740.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,740.00
<b>Other Expenses / Property Expenses / Council Rates / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/06/2023	Council Rates	0.00	88.29	0.00	88.29
30/06/2023	Closing Balance	0.00	0.00	0.00	88.29
<b>Other Expenses / Property Expenses / Insurance Premium / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	937.18	0.00	937.18
30/06/2023	Closing Balance	0.00	0.00	0.00	937.18
<b>Other Expenses / Property Expenses / Water Rates / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/06/2023	Water Rates	0.00	50.28	0.00	50.28
30/06/2023	Closing Balance	0.00	0.00	0.00	50.28
<b>Investment Losses / Decrease in Market Value / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	18,992.89	0.00	18,992.89
30/06/2023	Closing Balance	0.00	0.00	0.00	18,992.89
<b>Income Tax Expense / Income Tax Expense</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/04/2023	Fund Income Tax	0.00	216.56	0.00	216.56
30/06/2023	Fund Income Tax	0.00	165.04	0.00	381.60
30/06/2023	Closing Balance	0.00	0.00	0.00	381.60
<b>Investments - 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	Property Purchase	1.00	480,000.00	0.00	480,000.00
13/06/2023	Conveyancing Fees	0.00	1,712.69	0.00	481,712.69

Date	Description	Quantity	Debits	Credits	Balance
13/06/2023	Registration Fee	0.00	187.60	0.00	481,900.29
13/06/2023	Registration Fees	0.00	277.60	0.00	482,177.89
13/06/2023	Stamp Duty	0.00	16,815.00	0.00	498,992.89
30/06/2023	Market Value Adjustment	0.00	0.00	18,992.89	480,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	480,000.00
<b>Investments - Borrowing Cost</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	495.00	0.00	495.00
15/06/2023	Application Fee	0.00	550.00	0.00	1,045.00
15/06/2023	Document Preparation Fee	0.00	695.00	0.00	1,740.00
15/06/2023	Search Fees	0.00	28.20	0.00	1,768.20
15/06/2023	SMSF Review Fee	0.00	695.00	0.00	2,463.20
23/06/2023	Valuation Payment	0.00	330.00	0.00	2,793.20
30/06/2023	Amortization	0.00	0.00	67.53	2,725.67
30/06/2023	Closing Balance	0.00	0.00	0.00	2,725.67
<b>Cash At Bank - ANZ Bank Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	TRANSFER FROM MERCERSUPERTRUST 199054229813785117	0.00	199,613.99	0.00	199,613.99
31/03/2023	CREDIT INTEREST PAID	0.00	163.24	0.00	199,777.23

Date	Description	Quantity	Debits	Credits	Balance
18/04/2023	TRANSFER FROM QUICKSUPER QUICKSPR3456388197	0.00	1,443.75	0.00	201,220.98
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	0.00	495.00	200,725.98
28/04/2023	ANZ MOBILE BANKING PAYMENT 015541 TO Avenue Conveyencing	0.00	0.00	1,000.00	199,725.98
28/04/2023	CREDIT INTEREST PAID	0.00	276.57	0.00	200,002.55
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	0.00	1,540.00	198,462.55
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	0.00	2,200.00	196,262.55
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	0.00	937.18	195,325.37
31/05/2023	ANZ MOBILE BANKING PAYMENT 850844 TO Daniel Ortiz	0.00	0.00	2,200.00	193,125.37
31/05/2023	CREDIT INTEREST PAID	0.00	322.17	0.00	193,447.54
09/06/2023	WITHDRAWAL ALLENDALE SQ	0.00	0.00	179,156.26	14,291.28
13/06/2023	SETTLEMENT FUNDS 68 BILLERICAY CIRC	0.00	326.60	0.00	14,617.88
16/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 16/6	0.00	460.00	0.00	15,077.88
23/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 23/6	0.00	460.00	0.00	15,537.88
30/06/2023	CREDIT INTEREST PAID	0.00	102.88	0.00	15,640.76
30/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 30/6	0.00	460.00	0.00	16,100.76
30/06/2023	Closing Balance	0.00	0.00	0.00	16,100.76

Date	Description	Quantity	Debits	Credits	Balance
<b>Other Assets - Sundry Assets / Sundry Debtor</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/05/2023	Overpayment of establishment fee	0.00	2,200.00	0.00	2,200.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,200.00
<b>Other Assets - Unsettled Trades / Acquisitions / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	Property Purchase	0.00	0.00	480,000.00	480,000.00
28/04/2023	Property Deposit Paid	0.00	1,000.00	0.00	479,000.00
09/06/2023	Purchase Settlement Paid	0.00	179,106.43	0.00	299,893.57
13/06/2023	Conveyancing Fees	0.00	0.00	1,712.69	301,606.26
13/06/2023	Purchase Settlement Paid	0.00	0.00	326.51	301,932.77
13/06/2023	Purchase Settlement Paid	0.00	319,212.97	0.00	17,280.20
13/06/2023	Registration Fee	0.00	0.00	187.60	17,092.60
13/06/2023	Registration Fees	0.00	0.00	277.60	16,815.00
13/06/2023	Stamp Duty	0.00	0.00	16,815.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Liberty Loan</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/06/2023	Loan Advance EFT	0.00	0.00	319,301.80	319,301.80
13/06/2023	Loan Advance EFT	0.00	319,301.80	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
15/06/2023	Application Fee	0.00	0.00	550.00	550.00
15/06/2023	Application Fee	0.00	550.00	0.00	0.00
15/06/2023	Document Preparation Fee	0.00	0.00	695.00	695.00
15/06/2023	Document Preparation Fee	0.00	695.00	0.00	0.00
15/06/2023	Search Fees	0.00	0.00	28.20	28.20
15/06/2023	Search Fees	0.00	28.20	0.00	0.00
15/06/2023	Settlement Valuation Fee	0.00	0.00	330.00	330.00
15/06/2023	Settlement Valuation Fee	0.00	330.00	0.00	0.00
15/06/2023	Settlement Valuation Fee - Reversal	0.00	0.00	330.00	330.00
15/06/2023	Settlement Valuation Fee - Reversal	0.00	330.00	0.00	0.00
15/06/2023	SMSF Review Fee	0.00	0.00	695.00	695.00
15/06/2023	SMSF Review Fee	0.00	695.00	0.00	0.00
23/06/2023	Valuation Payment	0.00	0.00	330.00	330.00
23/06/2023	Valuation Payment	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Unsettled Trades / Acquisitions / Other Assets / Borrowing Cost</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	0.00	495.00	495.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	495.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
15/06/2023	Application Fee	0.00	0.00	550.00	550.00
15/06/2023	Application Fee	0.00	550.00	0.00	0.00
15/06/2023	Document Preparation Fee	0.00	0.00	695.00	695.00
15/06/2023	Document Preparation Fee	0.00	695.00	0.00	0.00
15/06/2023	Search Fees	0.00	0.00	28.20	28.20
15/06/2023	Search Fees	0.00	28.20	0.00	0.00
15/06/2023	SMSF Review Fee	0.00	0.00	695.00	695.00
15/06/2023	SMSF Review Fee	0.00	695.00	0.00	0.00
23/06/2023	Valuation Payment	0.00	0.00	330.00	330.00
23/06/2023	Valuation Payment	0.00	330.00	0.00	0.00
30/06/2023	Amortization	0.00	0.00	67.53	67.53
30/06/2023	Amortization	0.00	67.53	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Unsettled Trades / Acquisitions / Sundry Assets / Sundry Debtor</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/05/2023	Overpayment of establishment fee	0.00	0.00	2,200.00	2,200.00
31/05/2023	Overpayment of establishment fee	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / ANZ Bank Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	163.24	163.24
31/03/2023	CREDIT INTEREST PAID	0.00	163.24	0.00	0.00
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	276.57	276.57
28/04/2023	CREDIT INTEREST PAID	0.00	276.57	0.00	0.00
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	322.17	322.17
31/05/2023	CREDIT INTEREST PAID	0.00	322.17	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	102.88	102.88
30/06/2023	CREDIT INTEREST PAID	0.00	102.88	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

**Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 68 Billericay Circuit, Butler WA 6036**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 16/6	0.00	460.00	0.00	460.00
16/06/2023	Rental Income/Disbursements Received	0.00	0.00	460.00	0.00
23/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 23/6	0.00	460.00	0.00	460.00
23/06/2023	Rental Income/Disbursements Received	0.00	0.00	460.00	0.00
30/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 30/6	0.00	460.00	0.00	460.00
30/06/2023	Rental Income/Disbursements Received	0.00	0.00	460.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

**Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Daniel Ortiz**

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	Rollover In	0.00	199,613.99	0.00	199,613.99
14/03/2023	RolloverIn Received	0.00	0.00	199,613.99	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Daniel Ortiz</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/04/2023	Contribution Received	0.00	0.00	1,443.75	1,443.75
18/04/2023	Employer Contribution: QUBE LOGISTICS (AUST) PTY LTD	0.00	1,443.75	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Borrowing Costs</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Amortization	0.00	0.00	67.53	67.53
30/06/2023	Amortization	0.00	67.53	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Establishment Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	0.00	1,540.00	1,540.00
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	1,540.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	0.00	2,200.00	2,200.00
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Council Rates / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
09/06/2023	Purchase Settlement Paid	0.00	31.75	0.00	31.75
13/06/2023	Council Rates	0.00	0.00	88.29	56.54
13/06/2023	Purchase Settlement Paid	0.00	0.00	0.06	56.60
13/06/2023	Purchase Settlement Paid	0.00	56.60	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	0.00	937.18	937.18
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	937.18	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Water Rates / Direct Property / 68 Billericay Circuit, Butler WA 6036</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
09/06/2023	Purchase Settlement Paid	0.00	18.08	0.00	18.08

Date	Description	Quantity	Debits	Credits	Balance
13/06/2023	Purchase Settlement Paid	0.00	0.00	0.03	18.05
13/06/2023	Purchase Settlement Paid	0.00	32.23	0.00	50.28
13/06/2023	Water Rates	0.00	0.00	50.28	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Borrowings / Limited Recourse Borrowing Arrangement / Liberty Loan</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/06/2023	Loan Advance EFT	0.00	0.00	319,301.80	319,301.80
15/06/2023	Application Fee	0.00	0.00	550.00	319,851.80
15/06/2023	Document Preparation Fee	0.00	0.00	695.00	320,546.80
15/06/2023	Search Fees	0.00	0.00	28.20	320,575.00
15/06/2023	Settlement Valuation Fee	0.00	0.00	330.00	320,905.00
15/06/2023	Settlement Valuation Fee - Reversal	0.00	330.00	0.00	320,575.00
15/06/2023	SMSF Review Fee	0.00	0.00	695.00	321,270.00
23/06/2023	Valuation Payment	0.00	0.00	330.00	321,600.00
30/06/2023	Closing Balance	0.00	0.00	0.00	321,600.00
<b>Income Tax Payable / Provision for Income Tax</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/04/2023	Tax Effect Of Income	0.00	0.00	216.56	216.56
30/06/2023	Tax Effect Of Income	0.00	0.00	165.04	381.60
30/06/2023	Closing Balance	0.00	0.00	0.00	381.60

Date	Description	Quantity	Debits	Credits	Balance
<b>Fund Suspense / ANZ Bank Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	TRANSFER FROM MERCERSUPERTRUST 199054229813785117	0.00	0.00	199,613.99	199,613.99
14/03/2023	TRANSFER FROM MERCERSUPERTRUST 199054229813785117	0.00	199,613.99	0.00	0.00
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	163.24	163.24
31/03/2023	CREDIT INTEREST PAID	0.00	163.24	0.00	0.00
18/04/2023	TRANSFER FROM QUICKSUPER QUICKSPR3456388197	0.00	0.00	1,443.75	1,443.75
18/04/2023	TRANSFER FROM QUICKSUPER QUICKSPR3456388197	0.00	1,443.75	0.00	0.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	0.00	495.00	495.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 009684 TO SECURE FUNDING PTY LTD	0.00	495.00	0.00	0.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 015541 TO Avenue Conveyencing	0.00	0.00	1,000.00	1,000.00
28/04/2023	ANZ MOBILE BANKING PAYMENT 015541 TO Avenue Conveyencing	0.00	1,000.00	0.00	0.00
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	276.57	276.57
28/04/2023	CREDIT INTEREST PAID	0.00	276.57	0.00	0.00
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	0.00	1,540.00	1,540.00
08/05/2023	ANZ MOBILE BANKING PAYMENT 084113 TO Smsf Australia Pty Ltd	0.00	1,540.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	0.00	2,200.00	2,200.00
17/05/2023	ANZ MOBILE BANKING PAYMENT 450988 TO Daniel Ortiz	0.00	2,200.00	0.00	0.00
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	0.00	937.18	937.18
30/05/2023	PAYMENT TO BUDGET DIRECT 119475613093556687	0.00	937.18	0.00	0.00
31/05/2023	ANZ MOBILE BANKING PAYMENT 850844 TO Daniel Ortiz	0.00	0.00	2,200.00	2,200.00
31/05/2023	ANZ MOBILE BANKING PAYMENT 850844 TO Daniel Ortiz	0.00	2,200.00	0.00	0.00
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	322.17	322.17
31/05/2023	CREDIT INTEREST PAID	0.00	322.17	0.00	0.00
09/06/2023	WITHDRAWAL ALLENDALE SQ	0.00	0.00	179,156.26	179,156.26
09/06/2023	WITHDRAWAL ALLENDALE SQ	0.00	179,156.26	0.00	0.00
13/06/2023	SETTLEMENT FUNDS 68 BILLERICAY CIRC	0.00	0.00	326.60	326.60
13/06/2023	SETTLEMENT FUNDS 68 BILLERICAY CIRC	0.00	326.60	0.00	0.00
16/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 16/6	0.00	0.00	460.00	460.00
16/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 16/6	0.00	460.00	0.00	0.00
23/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 23/6	0.00	0.00	460.00	460.00
23/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 23/6	0.00	460.00	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	102.88	102.88
30/06/2023	CREDIT INTEREST PAID	0.00	102.88	0.00	0.00
30/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 30/6	0.00	0.00	460.00	460.00
30/06/2023	PAYMENT FROM MR ROSS ANTHONY JONES JONES 30/6	0.00	460.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Member Entitlement Accounts / Mr Daniel Ortiz / Accumulation</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	Rollover In	0.00	0.00	199,613.99	199,613.99
18/04/2023	Contribution Tax Withheld	0.00	216.56	0.00	199,397.43
18/04/2023	Employer Contribution: QUBE LOGISTICS (AUST) PTY LTD	0.00	0.00	1,443.75	200,841.18
30/06/2023	Income Taxes Allocated	0.00	165.04	0.00	200,676.14
30/06/2023	Investment Profit or Loss	0.00	21,631.31	0.00	179,044.83
30/06/2023	Closing Balance	0.00	0.00	0.00	179,044.83

## Permanent Documents

[Ortiz SMSF\\_Deed \(DO Signed\).pdf](#)

[Ortiz SMSF\\_Constitution \(DO Signed\).pdf](#)

[Ortiz SMSF Pty Ltd\\_ASIC extract.pdf](#)

[\\_ATO Trustee Declaration\\_Signed.pdf](#)



# Self-managed superannuation fund annual return **2023**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

**Australian Taxation Office**  
**GPO Box 9845**  
**SYDNEY NSW 2001**

## Section A: Fund information

1 **Tax file number (TFN)**

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

- ! The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 **Name of self-managed superannuation fund (SMSF)**

D Ortiz Super Fund

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return?

A No  Yes

Is this the first required return for a newly registered SMSF?

B No  Yes

Fund's tax file number (TFN) \*\*\*\*\*

**6 SMSF auditor**

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No  Yes 

Was Part B of the audit report qualified?

C No  Yes 

If Part B of the audit report was qualified, have the reported issues been rectified?

D No  Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

**A Fund's financial institution account details**

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

Fund BSB number 016307

Fund account number 436075214

Fund account name

Ortiz SMSF Pty Ltd ATF D Ortiz Super Fund

I would like my tax refunds made to this account.  Go to C.**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

**C Electronic service address alias**

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

smsfdataflow

Fund's tax file number (TFN)

**8 Status of SMSF** Australian superannuation fund **A** No  Yes  Fund benefit structure **B**  Code  
 Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No  Yes

**9 Was the fund wound up during the income year?**

No  Yes  If yes, provide the date on which the fund was wound up  Day Month Year Have all tax lodgment and payment obligations been met? No  Yes

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No  Go to Section B: Income.

Yes  Exempt current pension income amount **A** \$ .00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C**  Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

No  Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

## Section B: Income

**Do not complete this section** if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

### 11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No  Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

Have you applied an exemption or rollover? **M** No  Yes  Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income **D1** \$ -00 Net foreign income **D** \$ -00  Loss

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00  Number

Gross payments where ABN not quoted **H** \$ -00

**Calculation of assessable contributions**

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus **\*\*No-TFN-quoted contributions** **R3** \$ -00  
*(an amount must be included even if it is zero)*

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00

\*Unfranked dividend amount **J** \$ -00

\*Franked dividend amount **K** \$ -00

\*Dividend franking credit **L** \$ -00

\*Gross trust distributions **M** \$ -00

**Assessable contributions (R1 plus R2 plus R3 less R6)** **R** \$ -00

**Calculation of non-arm's length income**

\*Net non-arm's length private company dividends **U1** \$ -00

plus \*Net non-arm's length trust distributions **U2** \$ -00

plus \*Net other non-arm's length income **U3** \$ -00

\*Other income **S** \$ -00

\*Assessable income due to changed tax status of fund **T** \$ -00

**Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3)** **U** \$ -00

#This is a mandatory label.  
\*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

**GROSS INCOME (Sum of labels A to U)** **W** \$ -00  Loss

Exempt current pension income **Y** \$ -00

**TOTAL ASSESSABLE INCOME (W less Y)** **V** \$ -00  Loss

Fund's tax file number (TFN)

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	<b>A1</b> \$ <input type="text" value="0"/> -00	<b>A2</b> \$ <input type="text" value="0"/> -00	
Interest expenses overseas	<b>B1</b> \$ <input type="text" value="0"/> -00	<b>B2</b> \$ <input type="text" value="0"/> -00	
Capital works expenditure	<b>D1</b> \$ <input type="text" value="0"/> -00	<b>D2</b> \$ <input type="text" value="0"/> -00	
Decline in value of depreciating assets	<b>E1</b> \$ <input type="text" value="0"/> -00	<b>E2</b> \$ <input type="text" value="0"/> -00	
Insurance premiums – members	<b>F1</b> \$ <input type="text" value="0"/> -00	<b>F2</b> \$ <input type="text" value="0"/> -00	
SMSF auditor fee	<b>H1</b> \$ <input type="text" value="0"/> -00	<b>H2</b> \$ <input type="text" value="0"/> -00	
Investment expenses	<b>I1</b> \$ <input type="text" value="1143"/> -00	<b>I2</b> \$ <input type="text" value="0"/> -00	
Management and administration expenses	<b>J1</b> \$ <input type="text" value="0"/> -00	<b>J2</b> \$ <input type="text" value="3740"/> -00	
Forestry managed investment scheme expense	<b>U1</b> \$ <input type="text" value="0"/> -00	<b>U2</b> \$ <input type="text" value="0"/> -00	
Other amounts	<b>L1</b> \$ <input type="text" value="0"/> -00 <input type="text" value=""/>	<b>L2</b> \$ <input type="text" value="0"/> -00 <input type="text" value=""/>	
Tax losses deducted	<b>M1</b> \$ <input type="text" value="0"/> -00		

**TOTAL DEDUCTIONS**  
**N** \$ -00  
 (Total **A1** to **M1**)

**TOTAL NON-DEDUCTIBLE EXPENSES**  
**Y** \$ -00  
 (Total **A2** to **L2**)

**#TAXABLE INCOME OR LOSS** -00  Loss  
**O** \$ -00  
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

**TOTAL SMSF EXPENSES**  
**Z** \$ -00  
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN) \*\*\*\*\*

## Section D: Income tax calculation statement

**#Important:**

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

### 13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	<b>A</b>	\$	<input type="text" value="2544"/>	<b>-00</b>
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	<b>T1</b>	\$	<input type="text" value="381.60"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	<b>J</b>	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

Gross tax **B** \$   
*(T1 plus J)*

Foreign income tax offset	<b>C1</b>	\$	<input type="text" value="0"/>	
Rebates and tax offsets	<b>C2</b>	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	<b>C</b>	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

SUBTOTAL 1  
**T2** \$   
*(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset	<b>D1</b>	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	<b>D2</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset	<b>D3</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	<b>D4</b>	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	<b>D</b>	\$	<input type="text" value="0"/>	
<i>(D1 plus D2 plus D3 plus D4)</i>				
SUBTOTAL 2	<b>T3</b>	\$	<input type="text" value="381.60"/>	
<i>(T2 less D – cannot be less than zero)</i>				

Complying fund's franking credits tax offset	<b>E1</b>	\$	<input type="text"/>	
No-TFN tax offset	<b>E2</b>	\$	<input type="text"/>	
National rental affordability scheme tax offset	<b>E3</b>	\$	<input type="text"/>	
Exploration credit tax offset	<b>E4</b>	\$	<input type="text"/>	
Refundable tax offsets	<b>E</b>	\$	<input type="text" value="0"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

#TAX PAYABLE **T5** \$   
*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge  
**G** \$

Fund's tax file number (TFN)

Credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>H2 \$</b> <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<b>H3 \$</b> <input type="text" value="0"/>
Credit for TFN amounts withheld from payments from closely held trusts	<b>H5 \$</b> <input type="text"/>
Credit for interest on no-TFN tax offset	<b>H6 \$</b> <input type="text"/>
Credit for foreign resident capital gains withholding amounts	<b>H8 \$</b> <input type="text"/>
<b>Eligible credits</b>	<b>H \$</b> <input type="text" value="0"/>
	<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I \$</b> <input type="text" value="0"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

**PAYG instalments raised**

**K \$**

**Supervisory levy**

**L \$**

**Supervisory levy adjustment for wound up funds**

**M \$**

**Supervisory levy adjustment for new funds**

**N \$**

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S \$</b> <input type="text" value="899.60"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

## Section E: Losses

### 14 Losses

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

Tax losses carried forward to later income years **U \$**  -00

Net capital losses carried forward to later income years **V \$**  -00

Fund's tax file number (TFN) \*\*\*\*\*

Section F: Member information

MEMBER 1

Title: MR

Family name Ortiz

First given name Daniel

Other given names Raul

Member's TFN \*\*\*\*\*  
See the Privacy note in the Declaration.

Date of birth 28/10/1984

Contributions

OPENING ACCOUNT BALANCE \$ 0

Refer to instructions for completing these labels.

Employer contributions  
A \$ 1443.75

ABN of principal employer  
A1

Personal contributions  
B \$ 0

CGT small business retirement exemption  
C \$ 0

CGT small business 15-year exemption amount  
D \$ 0

Personal injury election  
E \$ 0

Spouse and child contributions  
F \$ 0

Other third party contributions  
G \$ 0

Proceeds from primary residence disposal  
H \$ 0

Receipt date  
H1

Assessable foreign superannuation fund amount  
I \$ 0

Non-assessable foreign superannuation fund amount  
J \$ 0

Transfer from reserve: assessable amount  
K \$ 0

Transfer from reserve: non-assessable amount  
L \$ 0

Contributions from non-complying funds and previously non-complying funds  
T \$ 0

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
M \$ 0

TOTAL CONTRIBUTIONS N \$ 1443.75  
(Sum of labels A to M)

Other transactions

Allocated earnings or losses O \$ 22012.91

Loss L

Accumulation phase account balance  
S1 \$ 179044.83

Inward rollovers and transfers P \$ 199613.99

Retirement phase account balance - Non CDBIS  
S2 \$ 0

Outward rollovers and transfers Q \$ 0

Retirement phase account balance - CDBIS  
S3 \$ 0

Lump Sum payments R1

Code

Income stream payments R2

Code

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 179044.83  
(S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$



Fund's tax file number (TFN)

## Section H: Assets and liabilities

### 15 ASSETS

#### 15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

#### 15b Australian direct investments

<b>Limited recourse borrowing arrangements</b>	
Australian residential real property	<b>J1</b> \$ <input type="text" value="480000-00"/>
Australian non-residential real property	<b>J2</b> \$ <input type="text" value="0-00"/>
Overseas real property	<b>J3</b> \$ <input type="text" value="0-00"/>
Australian shares	<b>J4</b> \$ <input type="text" value="0-00"/>
Overseas shares	<b>J5</b> \$ <input type="text" value="0-00"/>
Other	<b>J6</b> \$ <input type="text" value="0-00"/>
Property count	<b>J7</b> <input type="text" value="1"/>

Cash and term deposits **E** \$

Debt securities **F** \$

Loans **G** \$

Listed shares **H** \$

Unlisted shares **I** \$

Limited recourse borrowing arrangements **J** \$

Non-residential real property **K** \$

Residential real property **L** \$

Collectables and personal use assets **M** \$

Other assets **O** \$

#### 15c Other investments

Crypto-Currency **N** \$

#### 15d Overseas direct investments

Overseas shares **P** \$

Overseas non-residential real property **Q** \$

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U** \$   
(Sum of labels **A** to **T**)

#### 15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No  Yes  \$

Fund's tax file number (TFN)

**15f Limited recourse borrowing arrangements**

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements	<b>V1</b> \$ <input type="text" value="321600"/> -00	
Permissible temporary borrowings	<b>V2</b> \$ <input type="text"/> -00	
Other borrowings	<b>V3</b> \$ <input type="text"/> -00	
	Borrowings	<b>V</b> \$ <input type="text" value="321600"/> -00
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)	<b>W</b> \$ <input type="text" value="179044"/> -00	
Reserve accounts	<b>X</b> \$ <input type="text" value="0"/> -00	
Other liabilities	<b>Y</b> \$ <input type="text" value="381"/> -00	
<b>TOTAL LIABILITIES</b>	<b>Z</b> \$ <input type="text" value="501025"/> -00	

**Section I: Taxation of financial arrangements**

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

Total TOFA gains **H** \$  -00

Total TOFA losses **I** \$  -00

**Section J: Other information**

**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write **2023**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2023*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **D**

Section K: **Declarations**

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

**Important**

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

**Privacy**

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date  /  /

**Preferred trustee or director contact details:**

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2023* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

**Tax agent's contact details**

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

**D Ortiz Super Fund**  
**Investment Revaluation as at 30 June 2023**

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Property Direct Market</b>					
BCOST      Borrowing Cost			1.00000	2,725.67	0.00
PROP1      68 Billericay Circuit, Butler WA 6036	30 Jun 2023	480,000.00000	1.00000	480,000.00	(18,992.89)
<b>Property Direct Market Total</b>				<b>482,725.67</b>	<b>(18,992.89)</b>
<b>Fund Total</b>				<b>482,725.67</b>	<b>(18,992.89)</b>

**D Ortiz Super Fund**  
**Investment Income Comparison Report**  
 For the period 1 July 2022 to 30 June 2023

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data				
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
<b>Cash At Bank</b>									
<b>ANZ.BACCT: ANZ Bank Account</b>									
31/03/2023	Interest	163.24	0.00						
28/04/2023	Interest	276.57	0.00						
31/05/2023	Interest	322.17	0.00						
30/06/2023	Interest	102.88	0.00						
		864.86	0.00						
<b>Total</b>		<b>864.86</b>	<b>0.00</b>						

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

**D Ortiz Super Fund**  
**Tax Accounting Reconciliation**  
For the period 1 July 2022 to 30 June 2023

<b>Operating Statement Profit vs. Provision for Income Tax</b>	<b>2023</b>
	<b>\$</b>
<b>Benefits Accrued as a Result of Operations before Income Tax</b>	<b>179,426.43</b>
<b><u>ADD:</u></b>	
Decrease in Market Value	18,992.89
Non-Deductible Expenses	3,740.00
<b><u>LESS:</u></b>	
Rollovers In	199,613.99
Rounding	1.33
<b>Taxable Income or Loss</b>	<b>2,544.00</b>

	<b>Income Amount</b>	<b>Tax Amount</b>
Gross Tax @ 15% for Concessional Income	2,544.00	381.60
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
<b>Provision for Income Tax</b>		<b>381.60</b>

**Provision for Income Tax vs. Income Tax Expense**

<b>Provision for Income Tax</b>	<b>381.60</b>
<b>Income Tax Expense</b>	<b>381.60</b>

**Provision for Income Tax vs. Income Tax Payable**

<b>Provision for Income Tax</b>	<b>381.60</b>
<b>Income Tax Payable (Receivable)</b>	<b>381.60</b>

**Exempt Current Pension Income Settings**

Pension Exempt % (Actuarial)	0.0000%
Pension Exempt % (Expenses)	0.0000%
Assets Segregated For Pensions	No

**D Ortiz Super Fund**  
**Statement of Taxable Income**  
**For the Period from 1 July 2022 to 30 June 2023**

Description	Investment Reference	Date	Tax Return Ref.	Amount
				<b>Section B</b>
<b>Income</b>				
<b>Net Capital Gain</b>				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
<b>Total Net Capital Gain</b>			<b>A</b>	<b>0.00</b>
<b>Gross Rent and Other Leasing &amp; Hiring Income</b>				
Rental Income/Disbursements Received	PROP1: 68 Billericay Circuit, Butler WA 6036	16 Jun 2023	B	460.00
Rental Income/Disbursements Received	PROP1: 68 Billericay Circuit, Butler WA 6036	23 Jun 2023	B	460.00
Rental Income/Disbursements Received	PROP1: 68 Billericay Circuit, Butler WA 6036	30 Jun 2023	B	460.00
<b>Total Gross Rent and Other Leasing &amp; Hiring Income</b>			<b>B</b>	<b>1,380.00</b>
<b>Gross Interest</b>				
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	31 Mar 2023	C	163.24
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	28 Apr 2023	C	276.57
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	31 May 2023	C	322.17
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	30 Jun 2023	C	102.88
Less Rounding			C	(0.86)
<b>Total Gross Interest</b>			<b>C</b>	<b>864.00</b>
<b>Total Forestry Managed Investment Scheme Income</b>			<b>X</b>	<b>0.00</b>
<b>Total Net Foreign Income</b>			<b>D</b>	<b>0.00</b>
<b>Total Australian Franking Credits from a New Zealand Company</b>			<b>E</b>	<b>0.00</b>
<b>Total Transfers from Foreign Funds</b>			<b>F</b>	<b>0.00</b>
<b>Total Gross Payments where ABN not quoted</b>			<b>H</b>	<b>0.00</b>
<b>Total Gross Distribution from Partnerships</b>			<b>I</b>	<b>0.00</b>
<b>Total Unfranked Dividend Amount</b>			<b>J</b>	<b>0.00</b>
<b>Total Franked Dividend Amount</b>			<b>K</b>	<b>0.00</b>
<b>Total Dividend Franking Credit</b>			<b>L</b>	<b>0.00</b>
<b>Total Gross Trust Distributions</b>			<b>M</b>	<b>0.00</b>
<b>Assessable Employer Contributions</b>				
Employer Contribution: QUBE LOGISTICS (AUST) PTY LTD	1: Daniel Ortiz	18 Apr 2023	R1	1,443.75
Less Rounding			R1	(0.75)
<b>Total Assessable Employer Contributions</b>			<b>R1</b>	<b>1,443.00</b>
<b>Total Assessable Personal Contributions</b>			<b>R2</b>	<b>0.00</b>
<b>Total No-TFN quoted contributions</b>			<b>R3</b>	<b>0.00</b>
<b>Total Transfer of Liability to life insurance company or PST</b>			<b>R6</b>	<b>0.00</b>
<b>Total Assessable Contributions</b>			<b>R</b>	<b>1,443.00</b>

**D Ortiz Super Fund**  
**Statement of Taxable Income**  
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
<b>Total Assessable Income</b>				<b>3,687.00</b>

**Deductions**

**Section C**

Total Interest Expenses within Australia			A	0.00
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Total Approved Auditor Fee			H	0.00

**Investment Expenses**

Amortization		30 Jun 2023	I	67.53
PAYMENT TO BUDGET DIRECT 119475613093556687	PROP1: 68 Billericay Circuit, Butler WA 6036	30 May 2023	I	937.18
Council Rates	PROP1: 68 Billericay Circuit, Butler WA 6036	13 Jun 2023	I	88.29
Water Rates	PROP1: 68 Billericay Circuit, Butler WA 6036	13 Jun 2023	I	50.28
Less Rounding			I	(0.28)

<b>Total Investment Expenses</b>			I	<b>1,143.00</b>
Total Management and Administration Expenses			J	0.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Total Other Deductions			L	0.00

**Tax Losses Deducted**

Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00

<b>Total Tax Losses Deducted</b>			M	<b>0.00</b>
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<b>Total Deductions</b>				<b>1,143.00</b>
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<b>Taxable Income or Loss</b>		(V - N)	O	<b>2,544.00</b>
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**Income Tax Calculation Statement**

**Section D**

**Gross Tax**

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	381.60
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00

<b>Total Gross Tax</b>				<b>381.60</b>
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<b>Total Credit: Foreign Tax Income Offset</b>			C1	<b>0.00</b>
------------------------------------------------	--	--	----	-------------



**D Ortiz Super Fund**  
**Statement of Taxable Income**  
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Credit: Rebates and Tax Offset			C2	0.00
<b>Rebates and Offsets</b>			<b>C</b>	<b>0.00</b>
<b>SUBTOTAL</b>				<b>381.60</b>
Total Credit: Refundable Franking Credits			E1	0.00
Total Credit: No-TFN Tax Offset			E2	0.00
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
Total Credit: Interest on Early Payments			H1	0.00
Total Credit: Foreign Resident Withholding			H2	0.00
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
<b>Total Eligible Credits</b>				<b>0.00</b>
<b>Net Tax Payable</b>				<b>381.60</b>
Total PAYG Instalments Raised			K	0.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	259.00
<b>Total Amount Due / (Refundable)</b>				<b>899.60</b>



## D Ortiz Super Fund

### Members Summary Report - For the period 1/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
<b>Mr Daniel Ortiz</b>											
124 Wright Street Highgate WA 6003											
Accumulation <b>Accumulation</b>	0.00	1,443.75	199,613.99	(21,631.31)	0.00	(381.60)	0.00	0.00	0.00	0.00	179,044.83
	0.00	1,443.75	199,613.99	(21,631.31)	0.00	(381.60)	0.00	0.00	0.00	0.00	179,044.83
	0.00	1,443.75	199,613.99	(21,631.31)	0.00	(381.60)	0.00	0.00	0.00	0.00	179,044.83

**D Ortiz Super Fund**  
**Investment Summary as at 30 June 2023**

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<b><u>Bank</u></b>								
ANZ Bank Account				16,100.76	16,100.76			9.08%
Liberty Loan				(321,600.00)	(321,600.00)			(181.46)%
				<b>(305,499.24)</b>	<b>(305,499.24)</b>			<b>(172.38)%</b>
<b><u>Property Direct Market</u></b>								
Borrowing Cost		0.0000	0.0000	2,725.67	2,725.67	0.00	0.00%	1.54%
68 Billericay Circuit, Butler WA 6036	1.00000	498,992.8900	480,000.0000	498,992.89	480,000.00	(18,992.89)	(3.81)%	270.84%
				<b>501,718.56</b>	<b>482,725.67</b>	<b>(18,992.89)</b>	<b>(3.79)%</b>	<b>272.38%</b>
				<b>196,219.32</b>	<b>177,226.43</b>	<b>(18,992.89)</b>	<b>(9.68)%</b>	<b>100.00%</b>

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

**D Ortiz Super Fund**  
**Investment Income Summary**  
**For the period 1 July 2022 to 30 June 2023**

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					
<b><i>Bank</i></b>													
ANZ Bank Account													
864.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	864.86	0.00	0.00	0.00	0.00
<b>864.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>864.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><i>Property Direct Market</i></b>													
68 Billericay Circuit, Butler WA 6036													
1,380.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,380.00	0.00	0.00	0.00	0.00
<b>1,380.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,380.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2,244.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,244.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* 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.

**D Ortiz Super Fund**  
**Fund ABN: 75 243 302 335**  
**Rental Property Schedule**  
**For the Period From 1 July 2022 to 30 June 2023**

**Property Account Name**      **68 Billericay Circuit, Butler WA 6036**  
**Property Type**                Residential  
**Address of the Property**      0/68 BILLERICAY CIRCUIT  
                                          BUTLER, WA 6036  
                                          Australia

Description	Tax Return Label	Amount	Prior Year
<b>Income</b>			
<span style="color: orange;">■</span> Rent from Property	B	1,380.00	0.00
<b>Gross Rent</b>		<b>1,380.00</b>	<b>0.00</b>
<b>Expenses</b>			
Council Rates	I	88.29	0.00
Insurance Premium	I	937.18	0.00
Water Rates	I	50.28	0.00
<b>Total Expenses</b>		<b>1,075.75</b>	<b>0.00</b>
<b>Net Rent</b>		<b>304.25</b>	<b>0.00</b>

**D Ortiz Super Fund**  
(ABN: 75 243 302 335)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 124 Wright Street Highgate, WA 6003
Member Number: 1	Date of Birth: 28 October 1984
Mr Daniel Raul Ortiz	Date Joined Fund: 17 January 2023
	Eligible Service Date: 27 April 2002
	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	
<b>Withdrawal Benefit as at 1 Jul 2022</b>	
Accumulation	-
<b>Total as at 1 Jul 2022</b>	<b>-</b>
<b>Withdrawal Benefit as at 30 Jun 2023</b>	
Accumulation	179,044.83
<b>Total as at 30 Jun 2023</b>	<b>179,044.83</b>

Your Tax Components	
Tax Free	-
Taxable - Taxed	179,044.83
Taxable - Untaxed	-

Your Preservation Components	
Preserved	179,044.83
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 0487652584 | email [Dan.Ortiz@qube.com.au](mailto:Dan.Ortiz@qube.com.au)  
mail D Ortiz Super Fund, 124 Wright Street, Highgate Western Australia 6003

**D Ortiz Super Fund**  
(ABN: 75 243 302 335)

**Member Benefit Statement**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 124 Wright Street Highgate, WA 6003
Member Number: 1	Date of Birth: 28 October 1984
Mr Daniel Raul Ortiz	Date Joined Fund: 17 January 2023
Accumulation Account	Eligible Service Date: 27 April 2002
Accumulation	Tax File Number Held: Yes
	Account Start Date: 17 January 2023

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	-
<u>Increases to your account:</u>	
Employer Contributions	1,443.75
Rollovers In	199,613.99
<u>Total Increases</u>	<u>201,057.74</u>
<u>Decreases to your account:</u>	
Contributions Tax	216.56
Share Of Net Fund Income	21,631.31
Tax on Net Fund Income	165.04
<u>Total Decreases</u>	<u>22,012.91</u>
<b>Withdrawal Benefit as at 30 Jun 2023</b>	<b><u><u>179,044.83</u></u></b>

Your Tax Components	
Tax Free	0.0000 % -
Taxable - Taxed	179,044.83
Taxable - Untaxed	-
Your Preservation Components	
Preserved	179,044.83
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 0487652584 | email Dan.Ortiz@qube.com.au  
mail D Ortiz Super Fund, 124 Wright Street, Highgate Western Australia 6003



### Trustee

The Trustee of the Fund is as follows:

Ortiz SMSF Pty Ltd

The directors of the Trustee company are:

Daniel Ortiz

### 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 Trustee.

### Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....  
Daniel Ortiz  
Director - Ortiz SMSF Pty Ltd

Statement Date: 30 June 2023

**For Enquiries:**  
phone 0487652584 | email [Dan.Ortiz@qube.com.au](mailto:Dan.Ortiz@qube.com.au)  
mail D Ortiz Super Fund, 124 Wright Street, Highgate Western Australia 6003



**D Ortiz Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr Daniel Ortiz**

**Date of Birth:** 28 Oct 1984  
**Age:** 38 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

**Prior Year Contributions** **Non-Concessional**  
 Contributions for the previous 2 years are not confirmed  
 3-year cap in effect from previous years Unknown  
 Total non-concessional contributions in previous 2 years Unknown

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	1,443.75	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		1,443.75	0.00
Amount above caps	4	0.00	0.00
Available		128,556.25	110,000.00

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	1,443.75
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>1,443.75</b>
<b>NonConcessional</b>	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>0.00</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
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**D Ortiz Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

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**Mr Daniel Ortiz**

18/04/2023	Employer Mandated	1,443.75	smsfdataflow
<b>Totals:</b>		<b>1,443.75</b>	

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**D Ortiz Super Fund**  
**Investment Movement Summary**  
**For the period 1 July 2022 to 30 June 2023**

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<b><u>Bank</u></b>										
ANZ Bank Account		0.00		203,629.20		187,528.44	0.00		16,100.76	16,100.76
Liberty Loan		0.00		330.00		321,930.00	0.00		(321,600.00)	(321,600.00)
		<u>0.00</u>		<u>203,959.20</u>		<u>509,458.44</u>	<u>0.00</u>		<u>(305,499.24)</u>	<u>(305,499.24)</u>
<b><u>Property Direct Market</u></b>										
68 Billericay Circuit, Butler WA 6036	0.00	0.00	1.00	498,992.89	0.00	0.00	0.00	1.00	498,992.89	480,000.00
Borrowing Cost		0.00		2,793.20		67.53	0.00		2,725.67	2,725.67
		<u>0.00</u>		<u>501,786.09</u>		<u>67.53</u>	<u>0.00</u>		<u>501,718.56</u>	<u>482,725.67</u>
<b>Fund Total</b>		<u><u>0.00</u></u>		<u><u>705,745.29</u></u>		<u><u>509,525.97</u></u>	<u><u>0.00</u></u>		<u><u>196,219.32</u></u>	<u><u>177,226.43</u></u>

**From:** [Dan Ortiz](#)  
**To:** "[rlee@ohfinance.com.au](mailto:rlee@ohfinance.com.au)"  
**Cc:** "[Dan Ortiz](#)"  
**Subject:** RE: FW: RES - Conditional Approval Response - For Loan: 4202366  
**Date:** Friday, 28 April 2023 12:38:00 PM  
**Attachments:** [ANZ - Pay Anyone - Receipt No. 009684.msg](#)  
[ANZ - Pay Anyone - Receipt No. 015541.msg](#)

---

Hi Renae

Happy Friday!

Hope its OK that I have answered from this email, it's easier when I am at work to get you the information.

Item's in red for my action

\* Confirmation of name and ACN of the Bare Trustee (for our assessment, we have labelled it as 'TBA Bare Trustee Pty Ltd'). [Billercay Bare Trust Pty Ltd](#)

\* Evidence of payment of the deposit by the SMSF for the property being purchased, required prior to settlement. – Paid Receipt Attached - 015541

\* Liberty will conduct an employment check for all individuals. Please ensure the applicants give consent to their employer to release information to Liberty. Please provide a direct phone number & email address for the Payroll area to assist us in this matter \* [Olga.DeOliveira@Qube.com.au](mailto:Olga.DeOliveira@Qube.com.au) - +61 2 9005 1104

\* Please advise outcome of the following credit enquiries: IPF Digital Australia 7/3/23 & 27/5/22, Bank of Melbourne Personal Loan \$15,000. – I'm not sure what IPF is, but I have no outstanding loans apart from the ANZ home loan I provided a statement for with a balance of \$17,568.46

\* Please advise rental expense for Daniel - \$480 per week if statements required please let me know.

\* Receipt of completed Fee Authorisation form for \$495.00 (Fees to be deducted from the loan proceeds at time of settlement). – Paid Receipt Attached - 009684

If you need anything else let me know

Thanks

Dan

---

**From:** Dan Ortiz <[dan.ortiz@iinet.net.au](mailto:dan.ortiz@iinet.net.au)>  
**Sent:** Friday, 28 April 2023 11:33 AM  
**To:** Dan Ortiz <[Dan.Ortiz@qube.com.au](mailto:Dan.Ortiz@qube.com.au)>  
**Subject:** Fwd: FW: RES - Conditional Approval Response - For Loan: 4202366

----- Original Message -----

**From:**  
[rlee@ohfinance.com.au](mailto:rlee@ohfinance.com.au)

**To:**  
"Dan Ortiz" <[dan.ortiz@iinet.net.au](mailto:dan.ortiz@iinet.net.au)>

**Sent:**  
Fri, 28 Apr 2023 13:11:06 +1000

**Subject:**  
FW: RES - Conditional Approval Response - For Loan: 4202366  
Hi Dan

Hope you are well.

Please can you supply the answer to the questions in Red -

\* A signed and dated copy of the Bare Trust Deed or confirmation it is to be set up by Liberty (please provide a name). If a lender is required to be specified, ensure it is noted as Secure Funding Pty Ltd ACN 081 982 872. -Confirmation Liberty to set Up

\* Confirmation of name and ACN of the Bare Trustee (for our assessment, we have labelled it as 'TBA Bare Trustee Pty Ltd').

\* Copy of Draft Transfer of Land for To Be Advised Property CLAREMONT WA 6010. – COS attached

\* Copy of signed contract of sale and special conditions/annexures for To Be Advised Property CLAREMONT WA 6010 – **COS attached**

\* Copy of the Draft Transfer of Land, OR confirmation Liberty Financial has accepted the PEXA workspace invitation. Please advise PEXA workspace ID.

\* **Digital ID verification sent to the customers via SMS (please have them complete it within 48 hours of receipt)**

\* **Evidence of payment of the deposit by the SMSF for the property being purchased, required prior to settlement.**

\* **Liberty will conduct an employment check for all individuals. Please ensure the applicants give consent to their employer to release information to Liberty. Please provide a direct phone number & email address for the Payroll area to assist us in this matter \***

\* Note - higher rates and fees applicable to due credit impairment. Paid Toyota Finance Default \$981. – **Please proceed with Higher rate**

\* **Please advise outcome of the following credit enquiries: IPF Digital Australia 7/3/23 & 27/5/22, Bank of Melbourne Personal Loan \$15,000. –**

\* **Please advise rental expense for Daniel**

\* **Receipt of completed Fee Authorisation form for \$495.00 (Fees to be deducted from the loan proceeds at time of settlement).**

Kind Regards,

Rena Lee  
Mortgage Broker  
Phone : 0407 803 460  
Email: [rlee@ohfinance.com.au](mailto:rlee@ohfinance.com.au)

image005jpg



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**From:** Jonathan Giakoumis <[jgiakoumis@liberty.com.au](mailto:jgiakoumis@liberty.com.au)>  
**Sent:** Tuesday, April 18, 2023 4:37 PM  
**To:** [rlee@ohfinance.com.au](mailto:rlee@ohfinance.com.au)  
**Cc:** Nigel Anthony <[nanthony@liberty.com.au](mailto:nanthony@liberty.com.au)>  
**Subject:** RES - Conditional Approval Response - For Loan: 4202366

Good Afternoon Renaee,

We are pleased to confirm that this application has been Conditionally Approved and the approval letter has been attached. Please upload all conditions to Liberty IQ, but please feel free to reach out to us for your logins or with any questions. Please note: The digital ID Verification link must be issued by the Introducer in Liberty IQ. Please ensure the client is aware of this prior to issuing, as the link is only valid for 24 hours after it has been sent.

Please note that, as this is a pre-approval, the lending ratio and minimum funds in SMSF can change subject to stamp duty, security type, its age and location of the property.

Once the property has been found, we can proceed with the valuation once the **\$495 application fee (residential)** been paid and a copy

of the Contract of Sale is provided.

Payment of the fee can be made by one of two methods:

1. Completion of the attached Credit Card Authorisation form signed by the cardholder(s)
2. Deposit of funds into the following bank account (please forward a copy of the deposit receipt):

NAB 330 Collins Street, Melbourne
PayID: <a href="mailto:valuations@liberty.com.au">valuations@liberty.com.au</a>
BSB: 083-001
Account No: 16 895 6786
Account Name: Secure Funding Pty Ltd
Reference: <b>4202366</b>

*Please note the following: the property needs to be complete before we can order the valuation, the fee is incurred regardless of valuation or assessment outcome, and we cannot provide a copy of the Valuation Report.*

Please feel free to contact me on the below number if you have any questions.

Kind regards,



**Jonathan Giakoumis**

Support Specialist

Tel 03 8635 8941

Web [liberty.com.au](http://liberty.com.au)



PLEASE REMEMBER TO GIVE CLIENTS A PRIVACY COLLECTION NOTICE IF YOU SEND US SCENARIOS WITH PERSONAL INFORMATION.

\*Terms and Conditions apply. Approved applicants only. Lending criteria apply. Liberty Financial Pty Ltd ABN 55 077 248 983. Australian Credit Licence 286596. This email is confidential and is intended for use of the addressee named above. If this email has been sent to you by mistake, please notify Liberty Financial by reply email and then delete the email, destroy any printed copy of it and do not disclose or use the information in it. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of Liberty Financial.

Save a tree, don't CTRL P.





**FORM 1AA**  
**RESIDENTIAL TENANCY AGREEMENT**  
*RESIDENTIAL TENANCIES ACT 1987 (WA)*  
**Section 27A**

**PART A**

**This agreement is made between:**

**LESSOR** [name of lessor(s)] Billercay Bare Pty Ltd ATF Billercay Bare Trust

[lessor(s) contact details] ADDRESS: 124 Wright Street, HIGHGATE WA 6003

TELEPHONE: 0487 652 584 (optional) EMAIL: Dan.Ortiz@iinet.net.au (optional)

and

**Tenant** [name of tenant one] Tanya Jones

[tenant contact details] ADDRESS: 68 Billericay Circuit BUTLER WA 6036

TELEPHONE: 0428 968 585 EMAIL: tanyanross@westnet.com.au

**Tenant** [name of tenant two] Ross Jones

[tenant contact details] ADDRESS: 68 Billericay Circuit BUTER WA 6036

TELEPHONE: 0477 827 712 EMAIL: As Above

**Lessor's property manager**

Daniel Ortiz - 0487 652 584

[name of lessor's property manager (if any) and contact details]

**Giving of notices and information by electronic means**

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

Email: Yes  No  Facsimile: Yes  No

[insert email address or facsimile number if different from contact details above]

Tenant one

Email: Yes  No  Facsimile: Yes  No

[insert email address or facsimile number if different from contact details above]

Tenant two

Email: Yes  No  Facsimile: Yes  No

[insert email address or facsimile number if different from contact details above]

Lessor's property manager

Email: Yes  No  Facsimile: Yes  No

[insert email address or facsimile number if different from contact details above]

## TERM OF AGREEMENT

(\* delete as appropriate)

\* This residential tenancy agreement is **periodic** - starting on 16/06/2023.

\* This residential tenancy agreement is **fixed** - starting on     /    /     and ending on     /    /    .

**Note:** The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

## RESIDENTIAL PREMISES

The residential premises are [insert address] \_\_\_\_\_ and include/exclude>(\* delete as appropriate):

\_\_\_\_\_  
[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

## MAXIMUM NUMBER OF OCCUPANTS

No more than [insert number] 3 persons may ordinarily live at the premises at any one time.

## RENT

(\* delete as appropriate)

The rent is [insert amount] \$ 460 per week/calculated by reference to tenants income

[insert calculation] \_\_\_\_\_

Payable weekly/~~fortnightly~~\* in advance starting on 16/06/2023.

The method by which the rent must be paid is: (\* delete as appropriate)

(a) by cash or cheque\*; or

(b) into the following account or any other account nominated by the lessor\*:

BSB: 016-307 Account number: 436 075 214 Account name: Ortiz SMSF Pty Ltd Payment reference: \_\_\_\_\_

or

(c) as follows\*: \_\_\_\_\_

## SECURITY BOND

A security bond of [insert amount] \$ Nil and a pet bond of [insert amount] \$ Nil must be paid by the tenant on signing this agreement.

**Note:** Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.

## RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days' notice of the increase.

**Note:** If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.

In the case of a fixed-term tenancy (see "TERM OF AGREEMENT") the rent increase will be [insert maximum increase or method of calculating increase, e.g. CPI or percentage] - and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days' notice of the increase.

**Note:** For fixed-term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.

## WATER SERVICES

Is scheme water connected to the premises? Yes  No

**Note:** If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.



**WATER USAGE COSTS (SCHEME WATER)**

The tenant is required to pay [insert number] 100 % of water consumption costs.

**PERMISSION TO CONTACT THE WATER SERVICES PROVIDER**

Does the tenant have the lessor’s permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes  No

**ELECTRICITY, GAS AND OTHER UTILITIES**

Indicate for the utilities below whether or not the premises are separately metered:

**Electricity** Yes  No       **Gas** Yes  No       **Water** Yes  No

**Other** [please specify]: \_\_\_\_\_ Yes  No

Where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [insert method of calculation] \_\_\_\_\_
- Gas: [insert method of calculation] \_\_\_\_\_
- Water: [insert method of calculation] \_\_\_\_\_
- Other [please specify]: \_\_\_\_\_ [insert method of calculation] \_\_\_\_\_

**STRATA BY-LAWS**

Strata by-laws ARE/ARE NOT\* (\*delete as appropriate) applicable to the residential premises. A copy of the by-laws is attached:  
Yes  No

**SCHEME BY-LAWS FOR A COMMUNITY TITLES SCHEME**

Belongs, community titles scheme, scheme by-laws, tier 2 scheme and tier 3 scheme have the meanings given in the Community Titles Act 2018 section 3(1).

Scheme by-laws for a community titles scheme ARE/ARE NOT\* (\*delete as appropriate) applicable to the residential premises. A copy of the scheme by-laws is attached:  
Yes  No

If scheme by-laws for a community titles scheme are applicable to the residential premises, and the premises is in a tier 2 scheme or a tier 3 scheme, the scheme by-laws to be attached must include the scheme by-laws for a community titles scheme to which that tier 2 scheme or tier 3 scheme belongs.

**PETS**

The pets listed may be kept at the premises: Any

**RIGHT OF TENANT TO ASSIGN OR SUB-LET**

(\* delete as appropriate)

- \* The tenant may assign the tenant’s interest under this agreement or sub-let the premises.
- \* The tenant may not assign the tenant’s interest under this agreement or sub-let the premises.
- \* The tenant may assign the tenant’s interest under this agreement or sub-let the premises only with the written consent of the lessor.

**RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES**

(\* delete as appropriate)

- \* The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.
- \* The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor’s written permission.

## **PROPERTY CONDITION REPORTS**

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

## **PART B**

### **STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS**

The *Residential Tenancies Act 1987* and the Residential Tenancies Regulations 1989 apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

#### **RIGHT TO OCCUPY THE PREMISES**

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

#### **COPY OF AGREEMENT**

2. The lessor or the property manager must give the tenant:
  - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
  - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

#### **RENT**

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
  - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
  - 5.2 require the tenant to pay rent by post-dated cheque; or
  - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
  - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

#### **PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed).
  - 9A. The lessor is responsible for any of the following contributions in respect of the premises:
    - 9A.1 contributions (as defined in the Strata Titles Act 1985 section 3(1)) imposed on the owner of the premises under the Strata Titles Act 1985 section 100;
    - 9A.2 contributions (as defined in the Community Titles Act 2018 section 3(1)) determined by a community corporation as

the amount it requires from the owner of the premises (as a member of the community corporation) under the Community Titles Act 2018 section 88.

### **PUBLIC UTILITY SERVICES**

10. **Public utility services** have the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
  - 13.1 the relevant meter reading or readings; and
  - 13.2 the charge per metered unit; and
  - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
  - 14.1 the calculation as per the agreed method; and
  - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

### **POSSESSION OF THE PREMISES**

15. The lessor must:
  - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
  - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

### **TENANT'S RIGHT TO QUIET ENJOYMENT**

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

### **USE OF THE PREMISES BY TENANT**

18. The tenant must:
  - 18.1 use the premises as a place of residence; and
  - 18.2 not use or allow the premises to be used for any illegal purpose; and
  - 18.3 not cause or permit a nuisance; and
  - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
  - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
  - 18.6 keep the premises in a reasonable state of cleanliness; and
  - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
  - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

### **LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

20. In this clause, **premises** includes fixtures and chattels provided with the premises but does not include:
  - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
  - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:

- 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
- 21.2 maintain and repair the premises in a timely manner; and
- 21.3 comply with all laws affecting the premises including building, health and safety laws.

## **URGENT REPAIRS**

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.  
Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
  - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
  - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
  - 23.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
  - 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

## **LESSOR'S ACCESS TO THE PREMISES**

24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
  - 24.1 in any case of emergency;
  - 24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days', written notice;
  - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
  - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
  - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
  - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
  - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
  - 24.8 if the tenant agrees at, or immediately before, the time of entry;
  - 24.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

## **REASONABLE TIME**

26. **Reasonable time** means:
  - 26.1 between 8.00 am and 6.00 pm on a weekday; or
  - 26.2 between 9.00 am and 5.00 pm on a Saturday; or
  - 26.3 at any other time agreed between the lessor and each tenant.

## **REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR**

27. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable

attempt to negotiate a day and time that does not unduly inconvenience the tenant.

#### **REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY**

28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 pm.

#### **TENANT ENTITLED TO BE PRESENT**

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

#### **ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY**

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
  - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

#### **LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS**

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

#### **ALTERATIONS AND ADDITIONS TO THE PREMISES**

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
  - 32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
  - 32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
  - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.
- 33A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
- 33A.1 the renovation, alteration or addition of any of the following —
- security alarms and cameras;
  - locks, screens and shutters on windows;
  - security screens on doors;
  - exterior lights;
  - locks on gates;
- 33A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 33B. Under the *Residential Tenancies Act 1987* section 47(5):
- 33B.1 the cost of making the prescribed alterations must be borne by the tenant; and
  - 33B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
  - 33B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and
  - 33B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws or scheme by-laws for a community titles scheme; and
  - 33B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

## **LOCKS AND SECURITY DEVICES**

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
  - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other or except in accordance with clause 34.4; and
  - 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
  - 34.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance with the Residential Tenancies Act 1987 section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

## **TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
  - 35.2 the lessor must not unreasonably withhold such consent; and
  - 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

## **CONTRACTING OUT**

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

## **ENDING THE RESIDENTIAL TENANCY AGREEMENT**

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
  - 38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
  - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

## **ENDING A FIXED-TERM AGREEMENT**

40. If this agreement is a fixed-term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
  - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

## **ENDING A PERIODIC AGREEMENT**

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
  - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days' notice and the tenant must give at least 21 days' notice.

## **ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE**

- 41A. A tenant's interest in a residential tenancy agreement may be ended:
- 41A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
  - 41A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in paragraph 41A.1 from another tenant; or
  - 41A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

## OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 304 054 or visit [www.dmirs.wa.gov.au/renting](http://www.dmirs.wa.gov.au/renting).
44. **Warning:**
- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
- 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

## SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:
- 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
- 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

## TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
- 50.1 the person is a named tenant on the residential tenancy agreement; and
- 50.2 the residential tenancy agreement has been terminated; and
- 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

## NOTICES

- 51A. A notice under this agreement must be given:
- 51A.1 in the prescribed form; or
- 51A.2 if there is no prescribed form but there is an approved form — in the approved form; or
- 51A.3 if there is no prescribed form or approved form — in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
- 51C.1 by giving it to the person directly; or
- 51C.2 if an address for service for the person is given in the agreement — by posting it to the address for service; or
- 51C.3 if the person has agreed under Part A to the electronic service of notices — by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

## ADVICE, COMPLAINTS AND DISPUTES

### DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

52. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Mines, Industry Regulation and Safety may be contacted by telephone on 1300 304 054 or by visiting one of the

Department's offices.

- 53. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Mines, Industry Regulation and Safety. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

**IF A DISPUTE CANNOT BE RESOLVED**

- 54. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
  - 54.1 restraining any action in breach of the agreement; and
  - 54.2 requiring a party to the agreement to perform a certain action under the agreement; and
  - 54.3 order the payment of any amount owing under the agreement; and
  - 54.4 order the payment of compensation for loss or injury.

**PART C**

**IMPORTANT INFORMATION**

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS:

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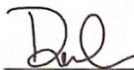


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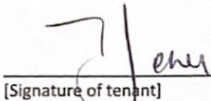
THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Signed by the LESSOR/PROPERTY MANAGER


  
\_\_\_\_\_  
[Signature of lessor/property manager]

16 / 06 / 2023  
Date

Signed by the TENANT/S (strike-out non-applicable signature blocks)

  
\_\_\_\_\_  
[Signature of tenant]

16 / 06 / 2023  
Date

  
\_\_\_\_\_  
[Signature of tenant]

16 / 06 / 2023  
Date

\_\_\_\_\_  
[Signature of tenant]

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
[Signature of tenant]

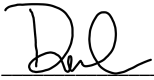
\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**For further information** about rights and obligations as a lessor or tenant, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 304 054 or [www.dmirs.wa.gov.au/renting](http://www.dmirs.wa.gov.au/renting).

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance.

**THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

Signed by the **LESSOR/PROPERTY MANAGER**



\_\_\_\_\_  
[Signature of lessor/property manager]

\_\_\_\_ 16 / \_\_\_\_ 06 / \_\_\_\_ 2023  
Date

Signed by the **TENANT/S (strike-out non-applicable signature blocks)**

\_\_\_\_\_  
[Signature of tenant]

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
[Signature of tenant]

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
[Signature of tenant]

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
[Signature of tenant]

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

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For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance.

6 June 2023

Our ref: 2023/0156

**AMENDED STATEMENT**

**PURCHASE OF 68 BILLERICAY CIRCUIT, BUTLER**  
**BILLERCAY BARE PTY LTD ATF BILLERCAY BARE TRUST**

	<b>Debit</b>	<b>Credit</b>
Purchase Price	480,000.00	
Deposit Paid		1,000.00
Transfer Duty on the Contract (General)	16,815.00	
Costs & Disbursements (see attached Tax Invoice)	1,712.69	
Registration of the Transfer	277.60	
Mortgage Loan/funds from Liberty Funding Pty Ltd		318,600.00
Refund from Seller D/Mortgage Registration Fee		187.60
<b>ADJUSTMENT OF RATES/TAXES</b>		
<b>AS AT 13-06-2023</b>		
Water Corp 01-05-2023 to 30-06-2023 Rates \$180.42 Your share 17/ 61 days \$50.28 Balance due	50.28	
Wanneroo City Council 2022/2023 Rates \$1,895.70 Your share 17 days \$88.29 Balance due	88.29	
Land Tax 2022/2023 Not Applicable		
<b>Balance due by you prior to settlement</b>		<b>179,156.26</b>
E & O E	<u>\$498,943.86</u>	<u>\$498,943.86</u>

13 June 2023

Our ref: 2023/0156

The Manager  
Billercay Bare Pty Ltd atf Billercay Bare Trust  
124 Wright Street  
HIGHGATE WA 6003

**TAX INVOICE (ABN: 13163080742)**

**PURCHASE OF 68 BILLERICAY CIRCUIT, BUTLER  
BILLERCAY BARE PTY LTD ATF BILLERCAY BARE TRUST**

Description	Price	GST	Total
Our Professional Fee	990.91	99.09	1,090.00
PEXA/Attendance Fee	112.70	11.27	123.97
Privacy & Compliance Fee	40.00	4.00	44.00
<b>Government, Statutory &amp; Other Charges</b>			
Landgate Enquiry Processing Fee	25.21	2.52	27.73
Water Corporation Rate Enquiry Fee	31.32	3.13	34.45
Landgate Title Document Search Fee	141.00	14.10	155.10
Company Search	18.00	1.80	19.80
Council Rate Enquiry Fee	120.50	12.05	132.55
WAPC Clause 42 Certificate	27.00	2.70	29.70
Land Tax Enquiry Fee	50.35	5.04	55.39
Service Amount	\$1,556.99	\$155.70	\$1,712.69
TOTAL INCLUDING GST \$1,712.69			

WESTERN



AUSTRALIA

REGISTER NUMBER <b>2672/DP71446</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME 2778 FOLIO 472

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 2672 ON DEPOSITED PLAN 71446

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

BILLERCAY BARE PTY LTD OF 124 WRIGHT STREET HIGHGATE WA 6003

(T P585098 ) REGISTERED 13/6/2023

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. \*EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 7033/1940.
2. \*I718300 MEMORIAL. TOWN PLANNING AND DEVELOPMENT ACT 1928. REGISTERED 4/12/2003.
3. \*RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 71446 AND INSTRUMENT L713134.
4. \*RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 71446 AND INSTRUMENT L713134.
5. \*P585099 MORTGAGE TO SECURE FUNDING PTY LTD REGISTERED 13/6/2023.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP71446  
PREVIOUS TITLE: 2778-193  
PROPERTY STREET ADDRESS: 68 BILLERICAY CCT, BUTLER.  
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING L713133

**Due Date: 20 Jan 2023**

TAX INVOICE

Trustee for D Ortiz Super Fund  
124 Wright St  
HIGHGATE WA 6003  
AUSTRALIAInvoice Number  
INV-1225Invoice Date  
13 Jan 2023

Description	GST	Amount
For Professional Services including:		
- Establishment of Self Managed Superannuation Fund with corporate trustee including all legal, software and accounting disbursements	10%	1,662.00
On charging Australian Securities & Investment Commission (ASIC) setup fees at cost.	No GST	538.00
	Subtotal	2,048.91
	Total GST 10%	151.09
	Invoice Total	2,200.00
	Payments Received	0.00
	<b>Amount Due</b>	<b>\$2,200.00</b>

Account payment terms are STRICTLY 7 days net  
[accounts@smsfaustralia.com](mailto: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-1225Credit card payment via Stripe  
VISA or MasterCard Accepted  
**3% surcharge oncharged**

**Due Date: 15 May 2023**

TAX INVOICE

Trustee for D Ortiz Super Fund  
124 Wright St  
HIGHGATE WA 6003  
AUSTRALIA

**Invoice Number**  
INV-1348

**Invoice Date**  
08 May 2023

Description	GST	Amount
For Professional Services including:		
- Establishment of Bare Trust with corporate trustee including all legal, software and accounting disbursements	10%	1,002.00
On charging Australian Securities & Investment Commission (ASIC) setup fees at cost.	No GST	538.00
	Subtotal	1,448.91
	Total GST 10%	91.09
	Invoice Total	1,540.00
	Payments Received	0.00
	<b>Amount Due</b>	<b>\$1,540.00</b>

Account payment terms are STRICTLY 7 days net  
[accounts@smsfaustralia.com](mailto: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-1348



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

# Account Statement

Customer Enquiries 13 11 33



Daniel Ortiz  
124 Wright Street  
HIGHGATE WA 6003

<b>Borrowers/Guarantors</b>		<b>Loan Account Number:</b>	4202366
D Ortiz Super Fund			
Daniel Raul Ortiz			
<b>Start Date:</b>	17 May 2023	<b>End Date:</b>	17 August 2023
<b>Opening Rate:</b>	7.95%	<b>Closing Rate:</b>	8.20%
<b>Monthly Repayment:</b>	\$2,435.12	<b>Account Status:</b>	Current
<b>Default Rate</b> (if applicable):	12.20%	<b>Payment Frequency:</b>	Monthly
<b>BPAY Biller Code:</b>	64956	<b>BPAY CRN:</b>	42023663

Account Summary as at 17 August 2023

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$0.00		\$4,365.58		\$321,990.00		\$5,143.71		\$321,211.87

### Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit [activate.liberty.com.au](https://activate.liberty.com.au).

### Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to [service@liberty.com.au](mailto:service@liberty.com.au).



# Account Statement

Customer Enquiries 13 11 33

## Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit [activate.liberty.com.au](https://activate.liberty.com.au).

Date	Transaction	Debit	Credit	Balance
13/08/23	Service Fee	\$30.00		\$321,211.87
13/08/23	Interest Charged	\$2,237.11		\$321,181.87
11/08/23	Direct Debit Repayment		-\$2,435.12	\$318,944.76
13/07/23	Direct Debit Repayment		-\$2,378.59	\$321,379.88
13/07/23	Service Fee	\$30.00		\$323,758.47
13/07/23	Interest Charged	\$2,128.47		\$323,728.47
23/06/23	Valuation Payment	\$330.00		\$321,600.00
15/06/23	Document Preparation Fee	\$695.00		\$321,270.00
15/06/23	SMSF Review Fee	\$695.00		\$320,575.00
15/06/23	Application Fee	\$550.00		\$319,880.00
15/06/23	Settlement Valuation Fee - Reversal		-\$330.00	\$319,330.00
15/06/23	Settlement Valuation Fee	\$330.00		\$319,660.00
15/06/23	Search Fees	\$28.20		\$319,330.00
13/06/23	Loan Advance - EFT	\$319,301.80		\$319,301.80
	<b>Totals</b>	<b>\$326,355.58</b>	<b>-\$5,143.71</b>	

# Cover letter

## Important information

This *Cover Letter* becomes your **Insurance Contract** together with the most recent:

- *Product Disclosure Statement*
- *Supplementary Product Disclosure Statement (if applicable)*
- *Insurance Certificate*
- *Declarations*

After reading the documents carefully, you should keep them in a safe place for future reference.

### What you need to do now

Please review all pages of your insurance policy documents carefully. In particular, you need to check all the details in the *Insurance Certificate* and *Declarations*. It's an important part of your **duty not to make a misrepresentation** to tell us if any details are incorrect or need updating.

### How to read these documents

We've included icons to make it easier for you to read the documents.

- |                                                                                     |                                       |                                                                                     |                              |
|-------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------|------------------------------|
|    | Important Information                 |    | What you are covered for     |
|  | Check the information you've provided |  | What you are not covered for |



# Insurance Certificate

68 Billericay Circuit, Butler, WA 6036



This is the information we have on our records. Please ensure the information is correct and meets all your current insurance cover needs.

**Policy number - 119475613 01** ⓘ

Policyholder(s) **Billercay Bare Pty Ltd (Property Trustee)**

Period of insurance

Start date **16 May 2023 3:21pm AEST**

Expiry date **15 May 2024 11:59pm AEST**

Insured address **68 Billericay Circuit, Butler WA 6036**

**Contact details** ⓘ

Contact name **Mr Daniel Ortiz**

Contact number(s) **0487 652 584**

Postal address **124 Wright Street, Highgate WA 6003**

Email address **dan.ortiz@inet.net.au**

**Cover summary** ⓘ

Home cover **Insured for \$480,000**

Contents cover **Not included**

**Optional cover**

Motor Burnout **Not included**

Flood **Not included**

**Important note:** This policy does NOT cover Flood

Accidental Damage **Not included**

**Home cover options**

Sum Insured Safeguard **Not included**

**Legal Liability**

Limit of liability **\$20 million**

**Excess(es) on claims** ⓘ

Home basic excess **\$1,000**

Your basic excess will apply to any Legal Liability claim

**Additional excesses**

**These excesses apply in addition to your basic excess:**

Earthquake or tsunami excess **\$500**

Unoccupancy excess **\$1000**

**Mortgagee**

**Other Lender**

**Product issuer**  
**Auto & General Insurance Company Limited**  
 ABN 42 111 586 353  
 AFS Licence No 285571

**Managing agent**  
**Auto & General Services Pty Ltd**  
 AFS Licence No 241411  
 SMS 'CHAT' to **+61 437 968 251**  
 Customer Services Phone **1800 182 310**  
 Claims Phone **1800 069 336**

# Your premium

68 Billericay Circuit, Butler, WA 6036

<b>Your premium</b> Refer to 'Your pay plan' section for your payment schedule <span>!</span>					
Description	Amount	Emergency Services Levy	GST*	Stamp Duty	Total
Home premium	\$774.53	\$0.00	\$77.45	\$85.20	\$937.18
<b>Total amount payable</b>					<b>\$937.18</b>

\*In accordance with the GST law relating to insurance premiums, the GST amount may be less than 10% of the total amount payable.

# Declarations

## 68 Billericay Circuit, Butler, WA 6036

This is the information we have on our records, based on the questions we asked and the answers you gave us. Please check that the answers you provided still apply and contact us if anything has changed. This is an important part of your **duty not to make a misrepresentation**.

### Policyholder(s) ?

#### The policyholder(s) are

Name **Billericay Bare Pty Ltd (Property Trustee)**

The Director / Owner / Trustee(s) **Mr Daniel Ortiz**

Date of birth **28/10/1984**

#### About the policyholder(s) and household members

Have you held insurance for this address in the last seven days? **No**

Has any policy holder or household member ever been convicted of a criminal offence? You don't have to tell us about convictions the law allows you not to disclose. **No**

In the last 5 years has any policy holder or household member had an insurance company cancel or refuse to renew insurance? **No**

In the last 5 years has any policy holder or household member had any thefts or burglaries or made any insurance claims for home and/or contents including personal effects? **No**

### About your home ?

#### The home

What type of property is the home? **Freestanding house**

Is the home elevated by at least 1m above ground all the way around the property? **Not elevated**

What year was the home built? **2013**

Is the home part of a Body Corporate or Strata Title complex? **No**

What is the main building material of the exterior walls? **Double brick**

What is the main construction material of the roof? **Colorbond**

Is the home structurally sound, well maintained, in good condition and watertight? **Yes**

#### Occupancy of the home

How is the home occupied? **Owner to be rental investment**

When did you move to this address? **Not living at address yet**

Will the home be unoccupied during the term of the policy? **No**

#### Home-based business

Is any part of the property used as a business premises, or for buying, selling or storing business products, services or equipment? **No**

#### Construction, alterations, renovation or demolition

Is the home being constructed, or undergoing renovation, alteration, extension or being demolished? **No**

# Your pay plan

## Your payment schedule

This table shows the payment arrangements to the Direct Debit Request (DDR), credit card payment authority or PayPal agreement, you authorised to AGS (User ID: 142038) either over the telephone or the internet. If your payments are made by Direct Debit please also refer to the DDR Service Agreement.

For privacy and security reasons we encrypt part of your credit card or account number.

<b>Date</b> (on or after)	<b>Amount</b> (inc. GST)	<b>GST</b>	<b>Account</b>	<b>Status</b>
30/05/2023	\$937.18	\$77.45	BSB 016307 Acct *****5214	To be lodged



# SMSF CASH HUB STATEMENT

STATEMENT NUMBER 1

01 MARCH 2023 TO 30 JUNE 2023

THE MANAGER  
D ORTIZ SUPER FUND  
124 WRIGHT ST  
HIGHGATE WA 6003

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

ORTIZ SMSF PTY LTD ATF D ORTIZ SUPER  
FUND

### Branch Number (BSB)

016-307

### Account Number

4360-75214



## NEED TO GET IN TOUCH?



**ANZ Internet Banking**  
anz.com

OR



**Enquiries:** 13 13 14  
**Lost/Stolen Cards:** 1800 033 844

# SMSF CASH HUB STATEMENT

Account Number 4360-75214

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2023</b>				
<b>01 MAR</b>	<b>OPENING BALANCE</b>			<b>0.00</b>
14 MAR	<b>TRANSFER</b> FROM MERCERSUPERTRUST 199054229813785117		199,613.99	199,613.99
31 MAR	<b>CREDIT INTEREST PAID</b>		163.24	199,777.23
18 APR	<b>TRANSFER</b> FROM QUICKSUPER QUICKSPR3456388197		1,443.75	201,220.98
28 APR	<b>ANZ MOBILE BANKING PAYMENT 009684</b> TO SECURE FUNDING PTY LTD	495.00		200,725.98
28 APR	<b>ANZ MOBILE BANKING PAYMENT 015541</b> TO AVENUE CONVEYENCING	1,000.00		199,725.98
28 APR	<b>CREDIT INTEREST PAID</b>		276.57	200,002.55
08 MAY	<b>ANZ MOBILE BANKING PAYMENT 0841 13</b> TO SMSF AUSTRALIA PTY LTD	1,540.00		198,462.55
17 MAY	<b>ANZ MOBILE BANKING PAYMENT 450988</b> TO DANIEL ORTIZ	2,200.00		196,262.55
30 MAY	<b>PAYMENT</b> TO BUDGET DIRECT 119475613093556687	937.18		195,325.37
31 MAY	<b>ANZ MOBILE BANKING PAYMENT 850844</b> TO DANIEL ORTIZ	2,200.00		193,125.37
31 MAY	<b>CREDIT INTEREST PAID</b>		322.17	193,447.54
09 JUN	<b>WITHDRAWAL</b>	179,156.26		14,291.28
13 JUN	<b>SETTLEMENT FUNDS 68 BILLERICAY CIRC</b>		326.60	14,617.88
16 JUN	<b>PAYMENT FROM MR ROSS ANTHONY JONES</b> JONES 16/6		460.00	15,077.88
23 JUN	<b>PAYMENT FROM MR ROSS ANTHONY JONES</b> JONES 23/6		460.00	15,537.88
30 JUN	<b>PAYMENT FROM MR ROSS ANTHONY JONES</b> JONES 30/6		460.00	15,997.88
30 JUN	<b>CREDIT INTEREST PAID</b>		102.88	16,100.76
	<b>TOTALS AT END OF PAGE</b>	<b>\$187,528.44</b>	<b>\$203,629.20</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$187,528.44</b>	<b>\$203,629.20</b>	<b>\$16,100.76</b>

### This Statement Includes

Interest earned on deposits	\$864.86
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### Yearly Summary

Previous Year to 30/06/2023 (\$)

Interest earned on deposits	864.86
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## ANZ Fee Saving Tip

Arrange to have your salary or pension credited directly to your ANZ account. That way you can use one account to manage all your day to day banking.

## IMPORTANT INFORMATION

### PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification, and if necessary, adjustments will appear on a later statement.

Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at [anz.com](http://anz.com) or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

**Call** • General enquiries **13 13 14**  
**us:** • If you're overseas **+61 3 9683 9999**  
• ANZ Complaint Resolution Team on **1800 805 154**  
• If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at:  
<https://nrschat.nrscall.gov.au/nrs/internetrelay>

**Write** ANZ Complaint Resolution Team  
**to us:** Locked Bag 4050,  
South Melbourne VIC 3205  
or **ANZ online complaints form:**  
<https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

**Visit** At your nearest ANZ branch.  
**us:** If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Call:** **1800 931 678** (free call within Australia), or **+61 1800 931 678** (International)  
**Online:** Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://www.afca.org.au)

**Write Australian Financial Complaints Authority Limited**  
**to:** GPO Box 3,  
Melbourne VIC 3001



# IMPORTANT INFORMATION ABOUT YOUR ANZ CARD AND PASSWORD SECURITY FOR RETAIL CUSTOMERS

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We are writing to remind you about how to protect your card and password security and what to do if you have a query about a disputed transaction on your ANZ card.

## **ANZ's Electronic Banking Security Guidelines**

### **Guidelines for your card and password security**

Your ANZ card, password, PIN (Personal Identification Number), Telecode and other usernames or passwords are the key to accessing your accounts electronically. The security of your ANZ card, password, PIN, Telecode and other usernames or passwords is therefore very important.

These guidelines are designed to help you keep your card, password, PIN, Telecode and other usernames and passwords secure. By following these guidelines you can assist in preventing misuse of your ANZ accounts, cards, password, PIN, Telecode, and other user names or passwords.

Liability for losses resulting from unauthorised transactions will be determined under the ePayments Code and not under these guidelines. For further details please see the ANZ Electronic Banking Conditions of Use, contained in your ANZ Product Disclosure Statement or product terms and conditions as applicable.

You may be held liable or partly liable for unauthorised transactions if you contributed to the loss through fraud or a breach of the passcode security requirements set out in these guidelines, if you unreasonably delay reporting a security breach (such as losing your card or someone gaining access to your PIN or passwords) or where an unauthorised transaction occurs because your card was left in an ATM.



## Card security

To help protect your card, you must:

- sign the back of your card immediately on receipt and only use it within the 'valid from' and 'until end' dates shown on the card;
- securely destroy your card when it expires by cutting it diagonally in half (including any embedded microchip, magnetic strip and card validation code on the card);
- not let anyone else use your card or disclose your card details (including any card number, CCV and expiry date printed on the card) or the PIN to anyone;
- regularly check that you still have your card;
- ensure that you retrieve your card after making a transaction;
- take reasonable steps to protect your card from loss, misuse or theft; and
- notify ANZ immediately if you become aware that your card or card details (for example, the number and expiry date of your card) has been lost or stolen, or has been used by someone else.

If you use your compatible device to perform transactions, you must:

- not leave your device unattended;
- not allow another person to use your device to make purchases or payments;
- lock your device when not in use and take all other reasonable steps necessary to stop unauthorised use of your device;
- notify ANZ immediately if your device is lost or stolen, or service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); and
- remove your eligible cards from your device prior to disposing of the device.

If you have allowed another person's biometric information to be registered on your device, they may be able to use their biometric information to make transactions. You may be taken to have authorised the person to transact on your card using your digital wallet.

## Passcode security requirements

These requirements help to protect your personal identification numbers (**PIN**) or other passwords (including One-Time Passwords), Telecode or usernames (**'passcodes'**). You may be held liable or partly liable for unauthorised transactions if you contribute to a loss through a breach of these requirements.

To help protect your PIN and passcodes, you must not:

- voluntarily disclose any of your PIN or passcodes to anyone (including a family member or friend). You may, however, disclose your ANZ Phone Banking Password (Security Code) to an ANZ officer, or where the account is a small business account, to an authorised user;
- write or record your PIN or passcodes on your card, or on any

other device that is used to perform transactions without making a reasonable attempt to protect it;

- keep a record of your PIN or passcodes with anything carried with, or liable to loss or theft simultaneously with, your card or device without making a reasonable attempt to protect it;
- keep a written record of your PIN or passcodes without making a reasonable attempt to protect it;
- select a numeric passcode or PIN that represents your birthdate, are sequential numbers or numbers that are all the same or an alphabetical password or PIN that is recognisable part of your name.

You must also notify ANZ immediately if you become aware that your card or device has been misused, lost or stolen, or that the security of your PIN or passcode has been breached.

A reasonable attempt to protect the security of a PIN or passcode record includes:

- disguising your PIN or passcode among other records;
- hiding or disguising the PIN or passcode in a place where it would not be expected to be found;
- keeping a record of the PIN or passcode in a securely locked container; or
- preventing unauthorised access to an electronic record of the PIN or passcode (for example, by password protecting it).

### **Other recommendations**

We recommend you also consider the following steps to help keep your PIN or other passcodes safe:

- never enter your PIN or passcode into a web page which has been accessed by a link from an email, even if the email appears to have been sent by ANZ. When accessing ANZ Internet Banking you should always enter [www.anz.com](http://www.anz.com) into your browser using the keyboard of your computer;
- take care to prevent anyone else seeing your PIN or passcode being entered in electronic equipment or hearing you disclose your Phone Banking Password (Security Code) to an ANZ officer, or where the account is a small business account, to an authorised user;
- avoid choosing a PIN or passcode with an easily retrieved combination (for example, repeated numbers or letters);
- aim to disguise your PIN or passcode in a way that is difficult for another person to discover. Consider avoiding:
  - recording the PIN or passcode in reverse order;
  - recording the PIN or passcode as a telephone number where no other numbers are recorded or where the numbers are in their correct sequence;
  - recording the PIN or passcode disguised as a date (including your birth date) or as an amount; or

- recording the PIN or passcode in an easily understood code (for example, A for 1, B for 2).

## **What to do if you need to dispute a transaction on your ANZ card**

ANZ has a process in place to help you with any incorrect or unauthorised transactions charged to your card.

You may be entitled to have a transaction reversed (a chargeback) in some situations where you have a dispute with the merchant.

If you believe you're entitled to have a transaction reversed, you should let us know immediately. The Visa Scheme rules impose time limits for raising a dispute. Generally, under the Scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days<sup>1</sup>. However, we recommend that you raise your dispute with us as soon as possible. If you do not notify us of your disputed transaction and provide us with all necessary details and documentation in time for ANZ to meet this deadline, ANZ may not be able to assist you in having the disputed transaction reversed.

In some cases, such as where the ePayments code applies, the time limits under the Scheme rules may not apply to your disputed transaction. However, you should still let us know about your dispute as soon as you can.

If we're satisfied after an investigation that you're entitled to have the transaction reversed, we'll credit your account for the amount originally debited for the transaction.

If we're not notified in time, we may not be able to investigate your claim, which means you're likely to be liable for the transaction.

Therefore, it's important to review your statements carefully.

### **VISA SECURE AND EFTPOS SECURE**

Visa Secure and EFTPOS Secure provides an extra level of protection for online purchases at participating retailers, utilising One-Time Passwords sent via the ANZ Mobile App or via SMS to your mobile phone number held by ANZ. It's only possible to reverse a transaction that's been authenticated using Visa Secure or EFTPOS Secure where ANZ is liable, as provided in the Electronic Banking Conditions of Use contained in your product Terms and Conditions or Conditions of Use.

### **ANY QUESTIONS?**

For general enquiries, contact our ANZ Customer Contact Centre on 13 13 14, 24 hours, 7 days. Hearing and speech impaired customers can utilise the TTY service by calling 133 677.

Alternatively, you may wish to contact us at our ANZ website, [www.anz.com](http://www.anz.com)

<sup>1</sup> For transactions performed using the eftpos system, longer time limits may apply.

**[anz.com](http://anz.com)**

**Australia and New Zealand Banking Group Limited ABN 11 005 357 522.**  
Australian Credit Licence Number 234527. Item No. 50371 06.2023 WZ132231

# Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

## SuperCredit Loan Agreement and Guarantee Schedule

**\*The information in this Schedule is current as at 15 May 2023 (the disclosure date)\***

This document and the SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions annexed to this schedule contains all the contract terms of *your* loan. These do not, however, contain all the information that we are required by law to give *you*. Please ensure *you* read and understand all the documents we provide.

FINANCIAL INFORMATION TABLE	
<b>CUSTOMER(S): Ortiz SMSF Pty Ltd ACN 665 050 519 As Trustee For The D Ortiz Super Fund</b>	
<b>Group Loan no: 4202366</b>	
<b>Total Amount Of Credit</b>	<b>\$321,600.00</b>
<b>Amount of Credit</b>	<b>\$321,600.00 made up of:</b>
	– fees and charges included in the <i>amount of credit</i> (see below) <b>\$2,673.40</b>
	– <b>balance (payable to <i>you</i> or at <i>your</i> direction)</b> <b>\$318,926.60</b>
<b>Annual Percentage Rate</b>	At the <i>disclosure date</i> , the <i>annual percentage rate</i> is <b>7.95%</b> per annum and may differ from <i>your</i> actual rate depending on when the <i>settlement date</i> occurs. The <i>annual percentage rate</i> that applies to <i>your loan</i> is a variable rate and is <i>our interest rate</i> for similar variable rate loans.
<b>Loan Term</b>	30 years.
<b>Variable Rate Period</b>	The loan term.
<b>Principal And Interest Period</b>	The loan term or where there is an interest only period, the remainder of the loan term after expiry of the interest only period.

<p><b>Repayments</b></p>	<p>During the principal and interest period you must make 360 monthly principal and interest repayments of \$2,378.58 each.</p> <p>You must make 360 monthly principal and interest repayments over the loan term of 30 years as follows:</p> <ul style="list-style-type: none"> <li>• 359 repayments of \$2,378.58 each, and</li> <li>• a final repayment of \$2,378.58.</li> </ul> <p>The above figures and amounts are estimates which assume that timely payments will be made, that the <i>annual percentage rate</i> and fees and charges will not change after the <i>disclosure date</i> and that the <i>settlement date</i> is the <i>disclosure date</i>.</p> <p>The first repayment is due one calendar month after the <i>settlement date</i>, and after that, on the same date in each following month as the <i>settlement date</i>. If a particular month does not have that date, repayments are due on the last day of that month. For example, if the first repayment was due on 31 August, the next repayment would be due on 30 September.</p> <p>You must pay us the <i>total amount owing</i> on the <i>loan account</i> on the date the final repayment is due or, if you default, on the date it becomes due for payment under clause 8 of the Standard Terms and Conditions attached.</p>
<p><b>Total number of monthly repayments on all loans</b></p>	<p><b>360</b></p>



SECURE FUNDING PTY LTD FEES AND CHARGES	Included in amount of credit	Payable by you
These fees and charges are payable in connection with this loan agreement.		
<b>Payable to us:</b>		
Agency Fee – payable on or before the <i>settlement date</i> to our settlement agent if settlement takes place outside of the central business district.	Not Ascertainable	\$0.00
Application Fee – payable on or before the <i>settlement date</i>	\$550.00	\$495.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by you	\$0.00
Bank Fee to transfer moneys into our solicitor's trust account or your account if required on the <i>settlement date</i> – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Discharge Administration Fee – payable whenever you request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee – payable on or before the <i>settlement date</i> .	\$695.00	\$0.00
Equalisation Charge – payable to us on or before the <i>settlement date</i> in relation to the risk we take in entering into this <i>agreement</i> with you and arrangements we may enter into to protect us in the event that you default in your obligations under this agreement.	\$0.00	\$0.00
Lenders Mortgage Protection Fee – payable to us on or before the <i>settlement date</i> in relation to the credit risk we take in entering into this loan with you and any arrangement we may enter into to protect us in the event that you default in your obligations under this loan.	\$0.00	\$0.00
Processing Fee – payable at the time your application is submitted to us.	\$0.00	\$0.00
Search Fees including both external searching costs and general administrative costs in relation to property, company or credit searches and this fee may be retained in whole or in part – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Service Fee – payable monthly in arrears on each loan and included in your repayments.	\$0.00	\$30.00
Title Protection Fee – payable to us on or before the <i>settlement date</i> in relation to the legal risks we take in entering into this loan with you (including without limitation the risk that we do not have legally enforceable <i>security</i> ).	\$0.00	\$0.00
SMSF Review Fee – payable to us on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$695.00	\$0.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$330.00	\$0.00

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>	<b>Included in amount of credit</b>	<b>Payable by you</b>
<b>Government charges</b>		
<b>Payable to the Government Revenue Office in Western Australia</b> (indicative only and to be advised before settlement).		
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
<b>Payable to Land Titles Office in Western Australia</b>		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$187.60	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$187.60	\$0.00
Property Search Fee – payable on or before the <i>settlement date</i> .	\$28.20	\$0.00
<b>Totals (other than post-settlement periodic fees)</b>	\$2,673.40	\$890.00
<b>Total fees and charges payable (other than post-settlement periodic fees)</b>		<b>\$3,563.40</b>
<b>Total periodic fees and charges payable assuming constant fees and a 30 year loan term</b>		<b>\$10,800.00</b>
<b>Total fees and charges payable</b>		<b>\$14,363.40</b>

<b>SECURE FUNDING PTY LTD FEES AND CHARGES</b>	<b>Payable by you (if applicable)</b>
These fees and charges <u>may</u> become payable in connection with this loan agreement.	
Account Resolution Fee – payable to <i>us</i> in relation to each <i>loan</i> that we refer to a collection specialist if <i>your loan</i> has been in default for at least 30 days on a day when a repayment is due after such a referral.	\$495.00
Default Administration Fee – payable to <i>us</i> in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due.	\$95.00
Default Management Fee – payable to <i>us</i> in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due.	\$195.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	Not Ascertainable
Discharge Legal Fee – payable in relation to fees and charges we incur whenever the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> .	Not Ascertainable

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>		<b>Payable by you (if applicable)</b>
Dishonour Fee – payable to <i>us</i> when a payment <i>you</i> make ( <i>such as</i> a direct debit, salary deduction or cheque) is dishonoured.		\$25.00 per dishonour
Document Fee – payable to <i>us</i> at the time <i>you</i> or a <i>security provider</i> request <i>us</i> to produce a document to the land titles office or its equivalent.		\$25.00 per document
Duplicate Fee – payable to <i>us</i> when we provide a copy of any statement, notice or other document at <i>your</i> request.		\$10.00 per copy
Expired Insurance Fee – payable to <i>us</i> , on each day on which a repayment is due, for each <i>security</i> in respect of which <i>you</i> have undertaken to maintain insurance (under a mortgage or otherwise) but in respect of which <i>you</i> have not provided <i>us</i> with evidence of ongoing valid building insurance.		\$50.00
Funds Transfer Fee – payable to <i>us</i> in respect of the amount we incur with <i>our</i> bank for the transfer of funds to <i>our</i> solicitors or settlement agent.		\$48.00
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this loan provided at <i>your</i> request.		\$10.00 for each statement
Title Production/Consent Agent's Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.		Not Ascertainable
Title Production/Consent Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.		\$250.00 per title or consent
Valuation Fees – payable to <i>us</i> when we obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .		Not Ascertainable
Variation Fee – if <i>you</i> request to increase <i>your</i> loan amount during the term of <i>your</i> loan.		\$275.00
<b>NOTE</b>	Under this loan agreement, any of the following information which is given above may be varied without <i>your</i> consent:	
	<ul style="list-style-type: none"> <li>- the <i>annual percentage rate</i> (including changing any applicable margin or reference rate);</li> <li>- the amount, method of calculation, number, repayment dates or frequency of repayments, or period over which repayments are to be paid;</li> <li>- the total amount of interest charges or repayments;</li> <li>- the amount and type of fees and charges and when they are payable (including by imposing new fees and charges or changing the calculation method of a fee or charge).</li> </ul>	
<b>OTHER DETAILS</b>		
<b>Redraw Availability</b>	Not Applicable.	
<b>Default Rate(s)</b>	The <i>default rate</i> at any time for any loan equals the <i>annual percentage rate</i> specified in, or notified under, this loan agreement and guarantee from time to time plus a margin of 4.00% per annum.  As at the <i>disclosure date</i> , the <i>default rate</i> is 11.95%.	
<b>Commissions</b>	A commission of \$3,537.60 is to be paid by <i>us</i> to AFG - Australian Finance Group Ltd for the introduction of credit business. A further commission is payable by <i>us</i> to AFG - Australian Finance Group Ltd but the amount is unascertainable.  No other commissions are payable in relation to <i>your loan(s)</i> .	

<b>SECURITY</b> (The following mortgages, other securities and guarantees, if any, have been or are to be taken by <i>us</i> )	
<b>Property</b>	Security address: 68 Billericay Circuit, BUTLER WA 6036 Mortgage status: New mortgage Registered number: Minimum building insurance: \$450,000.00 Name of mortgagor(s): Billercay Bare Pty Ltd ACN 667 835 387 as As Trustee For The Billercay Trust Deed
<b>Guarantee(s)</b>	Guarantor name: Billercay Bare Pty Ltd ACN 667 835 387 As Trustee For The Billercay Trust Deed Guarantor address: 8 / 435-439 Fullarton Road, HIGHGATE SA 5063 Guarantor name: Daniel Raul Ortiz Guarantor address: 1 / 124 Wright Street, HIGHGATE WA 6003
<b>Property Trust</b>	Billercay Trust Deed
<b>Property Trustee</b>	Billercay Bare Pty Ltd ACN 667 835 387 As Trustee For The Billercay Trust Deed

**SPECIAL CONDITIONS** (if any)

Require signed and dated Billercay Bare Trust Deed and Schedule to be completed prior to settlement.

Amended contract of sale for 68 Billericay Circuit BUTLER WA 6036 to be initialled by all parties.

Copy of the Draft Transfer of Land, OR confirmation Liberty Financial has accepted the PEXA workspace invitation. Please advise PEXA workspace ID.

Digital ID verification sent to the customers via SMS (please have them complete it within 48 hours of receipt)

Evidence of payment of the deposit (\$1,000) by the SMSF for the property being purchased, required prior to settlement.

**LOAN-TO-SECURITY PERCENTAGE:** *Your* loan-to-security percentage is **67.00%**

**OFFER BY SECURE FUNDING PTY LTD**

*We*, Secure Funding Pty Ltd, offer to lend *you* the loan amount on the terms and conditions set out in this schedule and the attached SuperCredit Loan and Guarantee Standard Terms and Conditions, in which a reference to a schedule is a reference to this schedule.

To accept the offer, *you* must sign and date this document and return it to this office's mailing address within 14 days from the date of this offer. If *you* do not, the offer is automatically withdrawn.

**Authorised Officer: Paul Bufalino**

Mailing Address: Level 16, 535 Bourke Street  
Melbourne, Victoria 3000  
Australia

Signed on behalf of Secure Funding Pty Ltd

Date of Offer: 15 May 2023

.....

## ACCEPTANCE BY CUSTOMER

### Select whichever is appropriate

- I/We acknowledge that it has been recommended the I/we obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.
- I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by us.

### IMPORTANT

#### BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything you do not understand.

#### THINGS YOU MUST KNOW

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
- If you are to take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the lender can charge a fee if you pay out your contract early.

### Executed by the Customer

**SIGNED** on behalf of Ortiz SMSF Pty Ltd  
ACN 665 050 519 As Trustee For The D Ortiz  
Super Fund in accordance with section 127  
of the Corporations Act 2001:

Registered office: 8 / 435-439 Fullarton  
Road, HIGHGATE SA 5063

D. Ortiz 16/5/23  
Sole director and sole secretary Date

DANIEL ORTIZ  
Full name (please print)

124 WRIGHT ST HIGHGATE WA 6003  
Residential address (please print)

## ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)

### Important Acknowledgment

#### Before The Guarantor Signs

- The *guarantor* should read this document, including the *guarantee and indemnity* in clause 13 of the attached SuperCredit Loan and Guarantee Standard Terms and Conditions and the terms relating to this arrangement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

#### Things The Guarantor Must Know

- Understand that, by signing the *guarantee and indemnity* contained in this document, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

#### Signed by each individual guarantor

Signed, sealed and delivered by the guarantor



.....  
Daniel Raul Ortiz

16/5/23

.....  
Date

In the presence of the witness named below



.....  
Signature of Witness

16-05-2023

.....  
Date

Ryan Nuttall

.....  
Name of Witness (please print)

1 Ross, HAWK ROAD WOLY MEMBERS  
.....  
Address of Witness (please print) 6159

## ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

### Important Acknowledgment

#### Before The *Guarantor* Signs

- The *guarantor* should read this document, including the *guarantee and indemnity* in clause 13 of the attached SuperCredit Loan and Guarantee Standard Terms and Conditions and the terms relating to this arrangement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

#### Things The *Guarantor* Must Know

- Understand that, by signing the *guarantee and indemnity* contained in this document, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

#### Signed by the property trustee

**SIGNED** on behalf of Billercay Bare Pty Ltd ACN 667 835 387 As Trustee For The Billercay Trust Deed in accordance with section 127 of the Corporations Act 2001:

Registered office: 8 / 435-439 Fullarton Road, HIGHGATE SA 5063

.....  
Sole director and sole secretary                      Date

.....  
Full name (please print)

.....  
Residential address (please print)



# contract for sale of land or strata title by offer and acceptance



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**NOTICE:** Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract  
**WARNING -** If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required  
**WARNING -** If the Purchase Price is \$750 000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 37).  
**WARNING -** If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure which forms part of this Contract.

**THE BUYER**

**Name** ORTIZ SMSF PTY LTD  
**Address** ATF D ORTIZ SUPER  
 124 WRIGHT STREET  
**Suburb** HIGH GATE **State** WA **Postcode** 6003  
**Name**  
**Address**  
**Suburb** **State** **Postcode**

EMAIL: The Buyer consents to Notices being served at: \_\_\_\_\_

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

- Sole owner
- Joint Tenants
- Tenants in Common specify the undivided shares

**SCHEDULE**

The **Property** at:  
**Address** 68 BILLERICAY CIRCUIT  
**Suburb** BUTLER **State** WA **Postcode** 6036  
**Lot** 2672 **Deposited/Survey/Strata/Diagram/Plan** 71446 **Whole/Part-Vol** 2778 **Folio** 472.  
 A deposit of \$ 1000 of which \$ NIL is paid now and \$ 1000 to be paid within 14 days of acceptance  
 to be held by AVENUE CONVEYANCING BSB 016-185 A/C 452426184  
 ("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

**Purchase Price** \$480,000.00

**Settlement Date** 28 DAYS FROM FINANCE APPROVAL

**Property Chattels** WINDOW TREATMENTS / LIGHT FITTINGS / FLOOR COVERING  
 Including FITTINGS & FIXTURES AS IS.

**GST WITHHOLDING**

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?  YES  NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

**FINANCE CLAUSE IS APPLICABLE**

**FINANCE CLAUSE IS NOT APPLICABLE**

**LENDER/** BANK / BROKER  
**MORTGAGE BROKER** (Only if bank can be any lender)  
**LATEST TIME: 4pm on:** 28 DAYS FROM ACCEPTANCE  
**AMOUNT OF LOAN:** 6090  
**SIGNATURE OF BUYER:** [Signature]  
 X

~~Signed by the Buyer if Finance Clause IS NOT applicable~~

[Signatures]

**NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.**

contract for sale of land or strata title  
by offer and acceptance



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SPECIAL CONDITIONS - Continued

**BUYER** [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature  
 Date

Date  
 15/04/23

Signature

**THE SELLER** (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name ANDREW JOHN RICHARDSON

Address

Suburb

State

Postcode

Name

REBECCA KATHRYN RICHARDSON

Address

Suburb

State

Postcode

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature  
 Date

Date  
 26-4-23  
 26-4-23

Signature

Date

Signature

Date

**RECEIPT OF DOCUMENTS**

The Buyer acknowledges receipt of the following documents:

- This offer and acceptance
- Special conditions & attachments (if strata)
- 2022 General and by-laws

Signature  
DJ

Date

**RECEIPT OF DOCUMENTS**

The Seller acknowledges receipt of the following documents:

- This offer and acceptance
- Special conditions & attachments (if strata)
- 2022 General and by-laws

Signature  
DR

Date

**CONVEYANCER** (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to notices being served on their Representative's email address.

BUYER'S REPRESENTATIVE  
Name REDISET CONVEYANCING

Signature

Signature  
DJ

Date

SELLER'S REPRESENTATIVE  
Name Avenue

Signature

Date

STUART@REDISET.COM.AU

# contract for sale of land or strata title by offer and acceptance



MEMBER  
NON-MEMBER

NON-MEMBER

## CONDITIONS

### 1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the "Finance Clause is Applicable" box in the Schedule, then this Clause 1 does not apply to the Contract.  
If any information is completed in or the Buyer signs the "Finance Clause is Applicable" box in the Schedule then this Clause 1 applies to the Contract.

- 1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller  
(a) The Buyer must:  
(1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and  
(2) use all best endeavours in good faith to obtain Finance Approval  
(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.  
(c) The Buyer must immediately give to the Seller or Seller Agent  
(1) an Approval Notice if the Buyer obtains Finance Approval; or  
(2) a Non Approval Notice if the Finance Application is rejected;  
at any time while the Contract is in force and effect
- 1.2 No Finance Approval by the Latest Time, Non Approval Notice Given  
This Contract will come to an end without further action by either Party if on or before the Latest Time:  
(a) the Finance Application has been rejected; or  
(b) a Non Approval Notice, is given to the Seller or Seller Agent.
- 1.3 No Finance Approval by the Latest Time, No Notice Given  
If by the Latest Time the Seller or Seller Agent has not been given:  
(a) an Approval Notice; or  
(b) a Non Approval Notice;  
then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent
- 1.4 Finance Approval, Approval Notice Given  
If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated  
(a) Finance Approval has been obtained; or  
(b) an Approval Notice has been given to the Seller or Seller Agent;  
then this Clause 1 is satisfied and this Contract is in full force and effect
- 1.5 Finance Not Given by Latest Time, Seller's Right to Terminate  
If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer
- 1.6 Buyer Must Keep Seller Informed, Evidence  
(a) If requested in writing by the Seller or Seller Agent the Buyer must  
(1) advise the Seller or Seller Agent of the progress of the Finance Application; and  
(2) provide evidence in writing of:  
(i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made or any rejection; and/or  
(ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and  
(3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer  
(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a)

### 1.7 Right To Terminate

- If a Party has the right to terminate under this Clause 1 then:  
(a) termination must be effected by written Notice to the other Party;  
(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;  
(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;  
(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

### 1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

### 1.9 Definitions

In this Clause:

**Amount of Loan** means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

**Approval Notice** means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

**Credit Protection Act** means the *National Consumer Credit Protection Act, 2009* (Cwth).

**Finance Application** means an application made by or on behalf of the Buyer

(a) to a Lender to lend any monies payable under the Contract; or

(b) to a Mortgage Broker to facilitate an application to a Lender

**Finance Approval** means a written approval by a Lender of the Finance Application a written offer to lend or a written notification of an intention to offer to lend made by a Lender

(a) for the Amount of Loan;

(b) which is unconditional or subject to terms and conditions:

- (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
- (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
- (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
  - (i) an acceptable valuation of any property;
  - (ii) attaining a particular loan to value ratio;
  - (iii) the sale of another property; or
  - (iv) the obtaining of mortgage insurance;
 and has in fact been satisfied

**Latest Time** means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date

**Lender** means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

**Mortgage Broker** means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

**Non Approval Notice** means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:

- (1) the Finance Application is not approved; or
- (2) the Finance Application is approved subject to conditions which the Buyer has not agreed to; or
- (3) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (4) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (5) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (6) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (7) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (8) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (9) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or
- (10) the Finance Application is approved subject to conditions which the Seller or Seller Agent has not agreed to; or

## SPECIAL CONDITIONS

1) TO BE VIEWED AS TERMS PART OF THIS CONTRACT  
THE PROPERTY IS SOLD AS IS

X

Annexure A

To Offer and Acceptance Contract Dated

Property: 68 Billeysay Circuit Butee

Seller: Richardson

Buyer: Ortiz SRF Pty Ltd

1) Termite Clause



This offer is subject to the Buyer obtaining, at their expense, a Termite Clearance Certificate from a reputable and licensed pest control firm stating the property is free from termite infestation and past damage. A copy of this certificate is to be provided to the seller or the seller's conveyancer no later than seven (7) days of finance approval. Should the property be found to have either termite infestation or past damage, then the contract shall be deemed to be at an end and the buyer shall be entitled to a refund of their deposit without deduction.

2) BUILDING STRUCTURAL REPORT

This offer is subject to the buyer obtaining, at their expense, a report from an independent registered builder or qualified structural engineer certifying that the dwelling on the property is structurally sound within 7 days of finance approval. If the report discloses the dwelling is not structurally sound or is not to the Buyers satisfaction, the Buyer may at the Buyers Option, terminate this contract by written notice, supported by a copy of the report, to the Seller within 2 days of the date of the report. If the Purchaser/s fail to obtain the report within the prescribed time, the Buyer agrees the benefit of this condition shall be deemed to have been waived without further notice from either the Buyer or Seller.

  
Buyer

15/04/23  
Date

Buyer  
  
Seller  


Date 26-4-23  
Date 26-4-23  
Date

 Rollover In completed

SUPER.GEN.RLVR.2 - Rollover Process successful

**Rollover In**



Status	Complete
Payment Reference Number	199054229813785117
Created Date	02/03/2023 at 8:49 AM
Amount	Full Balance Requested

**Class (Receiving) Fund Details**

Fund Name	D Ortiz Super Fund
ABN	75243302335
Member Name	Daniel Ortiz

**Transferring Fund Details**

Fund Name	MERCER SUPER TRUST
Fund Type	APRA
Fund ABN	19905422981
Fund USI	19905422981329
Member Id	UNKNOWN



## Borrowing Cost

28/04/2023	Application Fee	\$	495.00
15/06/2023	Search Fees	\$	28.20
15/06/2023	Application Fee	\$	550.00
15/06/2023	Document Preparation Fee	\$	695.00
15/06/2023	SMSF Review Fee	\$	695.00
23/06/2023	Valuation Payment	\$	330.00
Total Borrowing Cost		\$	<u>2,793.20</u>

## Amortization

Year

			Days		
1	17/05/2023	30/06/2023	44	\$	67.53
2	01/07/2023	30/06/2024	365	\$	558.64
3	01/07/2024	30/06/2025	364	\$	558.64
4	01/07/2025	30/06/2026	364	\$	558.64
5	01/07/2026	30/06/2027	364	\$	558.64
6	01/07/2027	16/05/2028	320	\$	491.11
				\$	<u>2,793.20</u>

## **SUPERANNUATION FUND DEED**

D Ortiz Super Fund

Ortiz SMSF Pty Ltd

665 050 519  
(Trustee)

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**Date**

**This deed** is made on 17/01/2023

**Parties**

<b>Name</b>	Ortiz SMSF Pty Ltd ('Trustee')
<b>ACN</b>	665 050 519
<b>Address</b>	UNIT 8, 435-439 FULLARTON ROAD, HIGHGATE SA 5063

<b>Name</b>	Daniel Raul Ortiz ('Member')
<b>Address</b>	124 Wright Street, Highgate WA 6003

## Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-,
  - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
  - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
  - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "D Ortiz Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

## Operative Terms

### 1 Definitions

Term	Meaning
<b>Account</b>	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
<b>Account-Based Pension</b>	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
<b>Allocated Pension</b>	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
<b>Auditor</b>	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
<b>Beneficiary</b>	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
<b>Benefit</b>	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
<b>Commencement Date</b>	the date of this Deed
<b>Deed</b>	this Deed
<b>Dependant</b>	<ul style="list-style-type: none"> <li>a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse;</li> <li>b) a Member's child including subject to the Relevant Law any person who is, in the Trustee's opinion, maintained as a child by the Member;</li> <li>c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and</li> <li>d) any other person considered to be a dependant under the Relevant Law</li> </ul>
<b>Downsizer Contributions</b>	contributions in accordance with section 292-102 of the <i>Income Tax Assessment Act 1997</i> (Cth)

<b>Term</b>	<b>Meaning</b>
<b>Eligible Fund</b>	a regulated superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law
<b>Eligible Person</b>	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law provided only that he or she is not in an employment relationship with a Member unless the person is a relative of that Member
<b>Financial Year</b>	<ul style="list-style-type: none"> <li>a) the period from the Commencement Date to the following 30 June;</li> <li>b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund;</li> <li>c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and</li> <li>d) such other period ending on such other date as the Trustee may from time to time determine</li> </ul>
<b>Fund</b>	all of the assets from time to time held by the Trustee in the trusts established by this Deed
<b>Member</b>	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
<b>Old-Age Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension Standards</b>	<ul style="list-style-type: none"> <li>a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations;</li> <li>b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations;</li> <li>c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and</li> <li>d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations</li> </ul>
<b>Regulator</b>	has the meaning given in section 10 of the SIS Act

<b>Term</b>	<b>Meaning</b>
<b>Relevant Law</b>	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> <li>a) the SIS Act;</li> <li>b) the SIS Regulations not including SIS Regulation 6.17A(7);</li> <li>c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth);</li> <li>d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth);</li> <li>e) the <i>Superannuation (Rollover Benefits) Levy Act 1993</i> (Cth);</li> <li>f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth);</li> <li>g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth);</li> <li>h) the <i>Income Tax Assessment Act 1936</i> (Cth);</li> <li>i) the <i>Income Tax Assessment Act 1997</i> (Cth); and</li> <li>j) any other legislation, requirements, standards, guidelines, rulings or announcements</li> </ul>
<b>Review Date</b>	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
<b>SIS Act</b>	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
<b>SIS Regulations</b>	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
<b>Taxation</b>	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
<b>Transition to Retirement Income Stream</b>	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
<b>Trustee</b>	the trustee(s) for the time being of the Fund

## **2 Rules of interpretation**

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- a) Any provision of this Deed must be read down to the extent necessary for this Deed to constitute a complying self managed superannuation fund and so as to comply with the requirements of the Superannuation Law. If that is not possible, it must be severed. All other provisions of this Deed are unaffected. Any obligation or requirement imposed by Superannuation Law in respect of the fund established by this Deed or which would be required to enable this Deed or any Member of the Fund to be eligible for any concessional tax treatment that is not expressed in this this deed is to be regarded as incorporated into this Deed by reference.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
  - (i) a person includes any other legal entity and vice versa;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a gender includes all other genders;
  - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
  - (v) a clause or annexure is a clause of or an annexure to this Deed;
  - (vi) a reference to a document is to that document as amended or varied;
  - (vii) any legislation includes any subordinate legislation and amendments;
  - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
  - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
  - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

## **3 Relevant Law**

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### **3.1 Inconsistency**

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

### **3.2 Power to act in accordance with Relevant Law**

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

### **3.3 Deemed inclusion of Relevant Law**



Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

## **4 The Fund**

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### **4.1 Establishment**

By this Deed the Trustee establishes the D Ortiz Super Fund.

### **4.2 Fund vested in Trustee**

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

### **4.3 Purpose**

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

## **5 Trustee**

---

### **5.1 Number of Trustees**

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

### **5.2 Appointment and removal**

- (a) Members may at any time by deed:
  - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to **clauses 5.2(c) to 5.2(f)**;
  - (ii) appoint any person in that Trustee's place; and/or
  - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
  - (i) resigns by notice to the Members;
  - (ii) if a natural person, dies;
  - (iii) if a natural person, becomes incapable of performing his duties as Trustee;

- (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
  - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
  - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:
- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
  - (ii) for the purpose of this **clause 5.2(c)** the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
- (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
- (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
- (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to **clauses 5.2(c) to 5.2(f)**.

### **5.3 Trustee meetings**

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

#### **5.4 Decisions of Trustees**

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

#### **5.5 Minutes**

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

#### **5.6 Written resolutions**

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

#### **5.7 Conflict of interest**

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may subject to the Relevant Law in any capacity:
  - (i) enter into any contracts or arrangement with the Fund;
  - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
  - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this **clause 5.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

#### **5.8 Validity of acts of Trustees**

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

## **5.9 Constitution**

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

## **6 Trustee's duties**

---

The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.
- (f) formulate, review regularly and give effect to an investment strategy as set out in clause 13.1;
- (g) consider and review regularly the insurance needs and preferences of each Member of the Fund;
- (h) if there are any reserves of the fund- formulate, review regularly and give effect to a strategy for their prudential management consistent with the Investment Strategy of the Fund; and
- (i) provide each beneficiary of the fund access to any prescribed information or any prescribed documents.

## **7 Trustee's powers**

---

### **7.1 All powers**

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;

- (d) borrowing or lending money and securing the repayment of that money in any manner including by charge or mortgage over real property or personal property and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund;
- (h) purchasing and selling real or personal property at the complete discretion of the Trustee subject only to the Investment Strategy; and
- (i) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

## **7.2 Absolute discretion**

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) Subject to the Relevant Law the Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

## **7.3 Delegation**

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

## **7.4 Remuneration**

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

## **7.5 Confidentiality**

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it. Subject to the Relevant Law no dependant or other person not a Member shall be entitled to any information concerning the operations or conduct of the Fund or of the Trustee as Trustee unless the Trustee determines it is appropriate to disclose that information to that person.

#### **7.6 Dependants and other beneficiaries**

The Trustee may exercise all its powers under this Deed and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of this Deed and any direction of the Trustee in relation to the payment of any Benefit to them or otherwise.

#### **7.7 Indemnity**

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.8 Release**

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.9 Limited indemnity and release**

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

#### **7.10 Trustee's lien**

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

## **8 Membership**

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#### **8.1 Admission**

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund provided only that the number of Members as a result of that admission would not be greater than that permitted for a Self Managed Superannuation Fund and that the number of trustees shall not be greater than the maximum allowed in the Jurisdiction.

#### **8.2 Timing**

Membership of the Fund shall commence:

- (a) for the initial Members on the date hereof;
- (b) for future Members on and from the date determined by the Trustee or if non is determined the date on which that person or his or her legal personal representative becomes a Trustee hereof or a director of the Trustee.

### **8.3 Bound by this Deed**

Every person admitted to membership of the Fund becomes a Member and is bound by this Deed.

### **8.4 Variation of membership terms**

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

### **8.5 Information to new Members**

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

### **8.6 Trustee's requirements**

A Member must provide such information including a tax file number and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

### **8.7 Cessation**

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
  - (i) transferred to another fund pursuant to **clause 10**; or
  - (ii) paid to the Member pursuant to **clause 14**.

## **9 Contributions to the Fund**

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### **9.1 Employer contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

### **9.2 Member contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time including Downsizer Contributions.

### **9.3 Manner and timing of contributions**

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

### **9.4 Contributions**

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;

- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) must not accept a contribution or shortfall components which the Regulator lawfully directs the Trustee not to accept; and
- (d) may refuse to accept such contributions as the Trustee deems appropriate.

#### **9.5 Form of contributions**

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
  - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
  - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

#### **9.6 Allocation**

All contributions accepted by the Trustee must be allocated to a members account within 28 days after the end of the months or receipt or such other period as may be allowed under the Relevant Law.

#### **9.7 Inadvertent Breach**

- (a) If the Trustee becomes aware that a Contribution or other amount has been accepted which is not in accordance with the Relevant Law the Trustee must use all reasonable endeavours to refund the amount to any extent required by the Relevant Law; and
- (b) the Trustee shall be entitled to reduce the benefits of the member concerned by the amount of the contribution or shortfall component.

## **10 Transfers to and from other funds**

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### **10.1 Transfers to other funds**

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to **clause 10.1(a)** of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.
- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.



- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

#### **10.2 Transfer by Trustee**

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

#### **10.3 Benefits cease**

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

#### **10.4 Transfers from other funds**

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

### **11 Investment portfolios**

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#### **11.1 Selection of investment portfolios**

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

#### **11.2 No selection**

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.3 Variation or redemption**

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.

- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

#### **11.4 Delay or refusal**

- (a) The Trustee may:
  - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
  - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

#### **11.5 Trustee may cease investment portfolio**

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.6 No liability**

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this **clause 11**.

#### **11.7 No separate trust funds.**

Investment portfolios are not separate trust funds.

## **12 Fund Accounts**

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### **12.1 Fund Accounts**

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

### **12.2 Member Accounts**

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and
- (f) such other purpose as the Trustee considers appropriate.

### **12.3 Crediting Member's Accounts**

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

### **12.4 Investment fluctuation Account**

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

### **12.5 Reserves**

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

## **13 Investments**

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### **13.1 Strategy**

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

### **13.2 Authorised investments**

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate in accordance with the investment strategy and which is authorised by the Relevant Law. The Trustee may invest in instalment warrants including arrangements described in section 67A of the SIS Act and for this purpose may appoint a custodian.

### **13.3 Power to sell and vary investments**

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

### **13.4 Investment income**

- (a) The Trustee must at the Review Date:
  - (i) value all of the assets of the Fund at market value; and
  - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
  - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
  - (ii) have evidenced his ability to produce credible work;

- (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;
  - (iv) have an extensive knowledge of discounted cash flow analysis;
  - (v) have the ability to meet time requirements; and
  - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
  - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
  - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
  - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

### **13.5 Fund earning rate**

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

### **13.6 Interim Fund earning rate**

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits in accordance with the Relevant Law.

## **14 Benefits**

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### **14.1 When payable**

- (a) A Member's Benefit becomes payable if:
  - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
  - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
  - (iii) the Member requests payment and the Relevant Law allows that payment;
  - (iv) the Member dies; or
  - (v) the Member becomes temporarily incapacitated as set out in the Relevant Law; or
  - (vi) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

### **14.2 Method of payment**

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

### **14.3 Pension**

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.
- (c) If a Member has or is likely to exceed his or her transfer balance cap or the Trustee has received a transfer determination in respect of the member then the Trustee, in consultation with the Member, will determine which of the Member's pension accounts is to be commuted in whole or in part.

### **14.4 Pension rules**

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
  - (i) an Allocated Pension;

- (ii) an Account-Based Pension;
  - (iii) a Transition to Retirement Income Stream;
  - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or
  - (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
  - (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
  - (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

## **14.5 Death Benefits**

### **14.5.1 General**

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

### **14.5.2 Non-binding death benefit nomination**

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
  - (i) the Relevant Law does not permit the Trustee to follow it;
  - (ii) the Member completes a later non-binding death benefit nomination; or
  - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

### **14.5.3 Binding death benefit nomination**

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.

- (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
  - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination or until such time as the Member shall enter into a reversionary pension arrangement in which case the Nomination is replaced to the extent the benefits held for that Member are subject to the Reversionary Pension.
  - (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
  - (iv) Except as provided for in this clause 14.5.3 no binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
- (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
  - (ii) the Member may make another binding death benefit nomination.

#### **14.5.4 Method of Payment**

Subject to the Relevant Law, a Death Benefit payable under this **clause 14.5** may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

The Trustee is discharged from all liability on the payment of a benefit in accordance with this clause 14.5 and is not responsible for seeing how the benefit is applied.

#### **14.6 Conditions**

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

#### **14.7 Taxation on Benefits**

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

#### **14.8 Suspension of Benefit**



The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

#### **14.9 Transfer of assets**

If a Benefit is paid by the transfer of an asset of the Fund, the market value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

#### **14.10 Preserved Benefits**

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

### **15 Impact of the Family Law Act**

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#### **15.1 Payment Splits**

In the event that an interest of a Member in the Fund becomes subject to a Payment Split the Trustee must notify the Member and the Non-Member Spouse in relation to that Payment Split in accordance with the Superannuation Law (being at the date hereof Regulations 2.36C and 7A.03).

The Trustee must comply with the requirements of, and is empowered to do the acts matters and things provided for in, Part 7A of the SIS Regulations including in relation to the payment to the Non-Member Spouse in respect of his or her interest in or rights in, the interest or Benefits the subject of the Payment Split and the creation of an interest in the Fund for the Non-Member Spouse or a Transfer or Roll-Over for the benefit of the Non-Member Spouse.

Subject to the Relevant Law the Trustee may refuse to admit a Non-Member Spouse as a member of the Fund.

#### **15.2 Payment Flags**

The Trustee must not provide a benefit where prohibited by law, including without limitation:

- (a) where a payment flag (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit; and
- (b) where a flagging order (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit.

### **16 Costs and expenses and Taxation**

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#### **16.1 Costs and expenses**

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

## **16.2 Taxation**

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or
- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

## **17 Records**

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### **17.1 Records and accounts to be kept**

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings and resolutions;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

### **17.2 Audit**

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee and the Regulator in respect of such audit within the time specified by the Relevant Law.

### **17.3 Disclosure**

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

## **18 Termination of the Fund**

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### **18.1 Termination**

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;

- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

## **18.2 Application of assets**

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

## **19 Amendments**

---

### **19.1 By deed**

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

### **19.2 Notice to Members**

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

### **19.3 Binding Death Nomination**

No amendment, variation or alteration shall alter or vary the effect of any binding death benefit nomination previously accepted by the Trustee or any pension arrangement in place at the date of the amendment.

## **20 Other acts**

---

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

## **21 Costs**

---

The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

## **22 Consents, requests and notices**

---

- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
  - (i) by pre-paid post to the address notified to all parties;

- (ii) by facsimile transmission to the facsimile number notified to the other parties; or
  - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
  - (i) on the third business day after posting;
  - (ii) on the next business day after transmission by facsimile; or
  - (iii) at any other time allowed by law.

## **23 Governing law**

---

The laws in Western Australia govern this Deed. The parties submit to the jurisdiction of the Courts of Western Australia and the Federal Court of Australia.

## **24 Dealing with rights and obligations granted by this Deed**

---

The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

## **25 Parties**

---

- (a) A party includes the party's successors and permitted assigns.
- (b) An agreement, representation, or warranty:
  - (i) (on the part of two or more persons binds them jointly and severally; and
  - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

## **26 Time**

---

- (a) Time means Western Australia time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in Western Australia. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

**27 Execution**

---

- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

**Executed as** a deed.

**Executed by Ortiz SMSF Pty Ltd** in accordance with section 127 of the Corporations Act 2001 (Cth)



23/01/2023

Signature of Director

Date of Signing

## Resolution

Trustee: **Ortiz SMSF Pty Ltd**

SMSF: **D Ortiz Super Fund**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates

The Deed was considered by the directors.

Resolutions:

**It was resolved** as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **D Ortiz Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:



.....  
(Directors Signature)

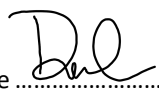
Date of Signing: 23/01/2023

### Application For Membership

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
  - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
  - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

#### Schedule:

FULL NAME	Daniel Raul Ortiz
ADDRESS	124 Wright Street, Highgate WA 6003
DATE OF BIRTH	28/10/1984
PLACE OF BIRTH	Warrawong, NSW
TAX FILE NUMBER	340897390

Signature  .....

Date 23/01/2023 .....




**TFN Notification**

Name:	Daniel Raul Ortiz
Address:	124 Wright Street, Highgate WA 6003
Date of Birth:	28/10/1984
Sex:	Male

I agree to provide my Tax File Number:

3	4	0	8	9	7	3	9	0
---	---	---	---	---	---	---	---	---

Signature  .....

Date 23/01/2023 ~~20~~

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

**Binding Death Benefit Nomination Form**

Name: Daniel Raul Ortiz

Address: 124 Wright Street, Highgate WA 6003

Date of Birth: 28/10/1984

I, Daniel Raul Ortiz make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature: .....

Date: \_\_\_\_/\_\_\_\_/20

I \_\_\_\_\_ declare that I have witnessed Daniel Raul Ortiz  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Daniel Raul Ortiz

Signature of Witness \_\_\_\_\_

I \_\_\_\_\_ declare that I have witnessed Daniel Raul Ortiz  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Daniel Raul Ortiz

Signature of Witness \_\_\_\_\_

**Instruction for completing Binding Death Benefit Nomination**

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof

## **CONSTITUTION**

ORTIZ SMSF PTY LTD  
ACN: 665 050 519

**EVAN RICHARDS & ASSOCIATES**

*Demystifying Law, Delivering Value*

Level 4, 22 Grenfell Street

Adelaide SA 5000

[evan.richards@erichards.com.au](mailto:evan.richards@erichards.com.au)

[www.erichards.com.au](http://www.erichards.com.au)

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## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

---

#### 1.1 Definitions

In this Constitution, unless the context requires otherwise:

**Act** means the *Corporations Act 2001* (Cth) as amended, supplemented or replaced from time to time.

**Alternate Director** means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

**Board** means the board of Directors of the Company.

**Business** means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

**Company** means ORTIZ SMSF PTY LTD, ACN: 665 050 519 or as that name is changed from time to time.

**Constitution** means this constitution of the Company as amended, supplemented or replaced from time to time.

**Directors** means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

**Encumbrance** means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

**Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

**Group** means the Company and its subsidiaries, and Group Company means any one of them.

**Law** means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

**Managing Director** means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

**Member** means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

**Office** means the registered office of the Company.

**Register** means the register of Members of the Company as required to be kept under section 168 of the Act.

**Related Body Corporate** has the meaning given to that term in the Act.

**Secretary** means any person appointed to perform the duties of a secretary of the Company.

**Share** means shares in the capital of the Company.

**Special Resolution** has the same meaning as in section 9 of the Act.

## 1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word “person” includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word “month” means calendar month and the word “year” means 12 months;
- (i) the words “in writing” include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever “include”, “for example” or any form of those words or similar expressions is used, it must be construed as if it were followed by “(without being limited to)”;

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

### 1.3 Replaceable rules

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

## 2 Sole Purpose of Company

---

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

## 3 Proprietary company

---

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

## 4 Share capital

---

### 4.1 Classes of shares

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

### 4.2 Directors may issue shares

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

#### 4.3 **Rights attaching to ordinary shares**

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

#### 4.4 **Exercise of vote and rights**

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

### **5 Shares held on trust or jointly**

---

#### 5.1 **No recognition of trusts or other interests**

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

#### 5.2 **Joint owners**

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

### **6 Certificates**

---

#### 6.1 **Entitlement to certificates**

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

#### 6.2 **Delivery to joint holders**

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

## **7 Lien**

---

### **7.1 Lien on unpaid capital and money owing**

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

### **7.2 Exemption from lien**

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

### **7.3 Lien to apply to dividends**

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

### **7.4 Company's right of sale**

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

### **7.5 Restrictions on sale**

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

### **7.6 Effecting sale**

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
  - i. will be registered as the holder of the share;
  - ii. is not responsible for the application of the purchase money; and
  - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

### **7.7 Application of sale proceeds**

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

#### **7.8 Taxation**

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
  - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
  - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
  - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
  - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

## **8 Calls on shares**

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### **8.1 Call by Directors**

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

### **8.2 Payment of call**

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

### **8.3 Terms of call**

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

### **8.4 Deemed time of call**

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

### **8.5 Liability of joint holders**

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

### **8.6 Interest on unpaid calls**

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

#### **8.7 Fixed dates for calls**

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

#### **8.8 Disabilities if calls unpaid**

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

#### **8.9 Differentiation between Members**

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

#### **8.10 Payment of calls in advance**

- (a) The Directors may:
  - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
  - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

#### **8.11 Evidence of call**

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
  - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
  - ii. the resolution making the call is recorded in the minute book; and
  - iii. notice of the call was given to the defendant in accordance with this Constitution,

iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

## **9 No Encumbrances**

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A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

## **10 Transfer of shares**

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### **10.1 Transfer of shares**

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

### **10.2 Registration of transfers**

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

## **11 Forfeiture of shares**

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### **11.1 Default**

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

### **11.2 Notice of forfeiture**

The notice referred to in clause 11.1 must:



- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

### **11.3 Forfeiture**

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

### **11.4 Liability continues after forfeiture**

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

### **11.5 Statutory declaration is conclusive**

- (a) A statutory declaration that:
  - i. the declarant is a Director or a Secretary of the Company; and
  - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

### **11.6 Disposal of forfeited shares**

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

### 11.7 **Transfer of forfeited share**

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
  - i. will be registered as the holder of the share;
  - ii. is not responsible for the application of any purchase money; and
  - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

### 11.8 **Application to outstanding money**

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

## **12 Alteration of capital**

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### 12.1 **Power to consolidate, divide and cancel**

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

### 12.2 **Reduction of capital**

Subject to the Act, the Company may, by resolution, reduce its share capital.

## **13 General meetings**

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### 13.1 **Annual general meeting**

The Company must hold an annual general meeting of the Company in accordance with the Act.

### 13.2 **Power to convene general meeting**

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

### 13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
  - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
  - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

### 13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
  - i. every Member;
  - ii. every Director;
  - iii. the auditor (if any); and
  - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

### 13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

### 13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

#### **13.7 Notice of adjourned meeting**

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

#### **13.8 Failure to give notice**

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

## **14 Proceedings at general meetings**

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#### **14.1 Circular resolutions**

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

#### **14.2 Sole Member resolutions**

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

#### **14.3 Use of technology**

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

#### 14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
  - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
  - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
  - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

#### 14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
  - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
  - ii. if at a meeting resumed under clause (a) a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

#### 14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

#### 14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

#### 14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

#### 14.9 **Adjourned meetings**

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

### **15 Voting at general meetings**

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#### 15.1 **Voting**

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

#### 15.2 **Voting rights**

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

#### 15.3 **Voting by joint holders**

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

#### 15.4 **No entitlement to vote if calls are unpaid**

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

#### 15.5 **Voting by persons entitled to shares**

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

## 15.6 Voting by poll

- (a) A poll may be demanded by:
  - i. the chairperson;
  - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
  - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
  - i. before a vote is taken; or
  - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

## 15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

## 15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
  - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
  - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

## 15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and

- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

## **16 Proxies**

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### **16.1 Who can appoint a proxy**

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

### **16.2 Execution and form of proxies**

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
- i. signed by or on behalf of the Member of the Company making the appointment; and
  - ii. contains the following information:
  - iii. the Member's name and address;
  - iv. the Company's name;
  - v. the proxy's name or the name of the office held by the proxy; and
  - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

### **16.3 Member's attorney**

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.



#### 16.4 **Life of proxy**

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

#### 16.5 **Lodgement of proxies and powers of attorney**

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
  - i. the proxy's appointment; and
  - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
  - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

#### 16.6 **Corporate representative**

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

#### 16.7 **Validity of proxy vote**

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

## **17 Appointment and removal of Directors**

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#### 17.1 **Number**

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

#### 17.2 **Appointment by Company**

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

### 17.3 **Term of office**

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

### 17.4 **Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

## **18 Powers and duties of Directors**

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### 18.1 **General management power**

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

### 18.2 **Act in the best interests of a Holding Company**

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

### 18.3 **Attorneys**

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

#### 18.4 Power to borrow and give security

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
  - i. borrow money, with or without giving security for it; and
  - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
  - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
  - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

#### 18.5 Indemnity

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

#### 18.6 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

#### 18.7 Director may act in professional capacity

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

## 19 Proceedings of Directors

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#### 19.1 Calling and holding Directors' meetings

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

## 19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

## 19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
  - i. video;
  - ii. telephone;
  - iii. any other technology that permits each Director to communicate with every other Director; or
  - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
  - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
  - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

## 19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

## 19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

#### **19.6 Director's personal interests**

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
  - i. the Director may retain benefits under the transaction even though the Director has the interest; and
  - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

#### **19.7 Quorum**

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
  - i. the meeting is adjourned for 24 hours;
  - ii. the quorum for that rescheduled meeting is 1; and
  - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

#### 19.8 **Chairperson**

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
  - i. a Director has not already been elected to chair that meeting under clause (a); or
  - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

#### 19.9 **Delegation to Committees**

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
  - i. a chairperson has not already been elected to chair that meeting under clause (c); or
  - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

#### 19.10 **Acts of Directors valid despite defective appointment**

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

## **20 Managing Director**

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### **20.1 Appointment and tenure**

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

### **20.2 Ceasing to hold office**

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

### **20.3 Powers**

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

## **21 Alternate Directors**

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### **21.1 Power to appoint an Alternate Director**

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

### **21.2 Appointment**

The appointment of an Alternate Director must be in writing and a copy given to the Company.

### **21.3 Rights and powers**

- (a) An Alternate Director:
  - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
  - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).

- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

#### **21.4 Alternate Director is not agent of appointor**

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

#### **21.5 Termination of appointment**

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

## **22 Secretary**

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A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

## **23 Records and inspection**

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- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

## **24 Dividends and reserves**

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#### **24.1 Prohibition on distribution of income or property to members:**

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

## **25 Capitalisation of profits**

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#### **25.1 Authority to capitalise**

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and



- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

## 25.2 **Appropriation and application**

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

## 25.3 **Adjustment of Members' rights**

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

## 25.4 **Distribution**

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

# 26 **Power of Attorney**

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## 26.1 **Appointment of Attorney**

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

## 26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

## 26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

# 27 Notices

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## 27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it by email to an email address nominated by the Member;
- (d) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or

(e) giving it by any other means permitted or contemplated by this clause 26 or the Act.

## 27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

## 27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

## 28 Winding up

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If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

## 29 Indemnity

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### 29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

### 29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:
  - i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;

ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and

(d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

### 29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

**ORTIZ SMSF PTY LTD**  
**ACN: 665 050 519**  
**Consent to Act As**  
**Director and Secretary**

Pursuant to Section 201D and 204C of the *Corporations Act 2001*

TO: The Board of Directors  
ORTIZ SMSF PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, DANIEL RAUL ORTIZ, hereby consent to act as a Director and Secretary of ORTIZ SMSF PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: DANIEL RAUL ORTIZ  
Former names (if any): NONE  
Residential Address: 124 WRIGHT STREET, HIGHGATE WA 6003  
  
Date of Birth: 28th October 1984  
Place of Birth: WARRAWONG, NSW

Dated: the 17th day of January 2023



.....  
DANIEL RAUL ORTIZ

**ORTIZ SMSF PTY LTD**  
**ACN: 665 050 519**  
**Consent to Become a**  
**Member**

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors  
ORTIZ SMSF PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, DANIEL RAUL ORTIZ, hereby consent to become a Member of ORTIZ SMSF PTY LTD.

My personal details are as follows:

Full name: DANIEL RAUL ORTIZ

Former names (if any):

Residential Address: 124 WRIGHT STREET, HIGHGATE WA 6003

Upon registration of the Company, I agree to take up shares in ORTIZ SMSF PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	180	\$1	\$0	Y	Y

Dated: the 17th day of January 2023



.....  
DANIEL RAUL ORTIZ

**ORTIZ SMSF PTY LTD**  
**ACN 665 050 519**

Registered in South Australia under the *Corporations Act 2001* (Cth)

**Share Certificate**

**Certificate No:** 1

This is to certify that:

Daniel Raul Ortiz

of 124 Wright Street, Highgate Western Australia 6003

is the registered holder of:


**Number of shares:** 180

**Class of shares:** ORD

**Fully or partly paid:** Y

in the Company subject to the Constitution in force from time to time.

**Executed by ORTIZ SMSF PTY LTD** by its duly )  
authorised officer: )  
)  
)  
)  
)



.....  
Signature of authorised director  
Daniel Raul Ortiz

**Date:** the 17th day of January 2023

# Minutes Record

## Minutes of the first meeting of directors of **ORTIZ SMSF PTY LTD** ACN: 665 050 519

- Held at:** UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5089
- Present:** Daniel Raul Ortiz
- Chair:** The following person was appointed Chairperson of the first meeting of Directors.  
  
Daniel Raul Ortiz
- Registration of Company** **Discussed** that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 17th January 2023. The certificate of registration was tabled as evidence the Company was duly registered.
- Director(s)** **Resolved** that  
Daniel Raul Ortiz
- Secretary(ies)** **Resolved** that  
Daniel Raul Ortiz  
  
be appointed secretary(s) of the Company and signed consent(s) were tabled.
- Register of Members** **Resolved** that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled.  
Daniel Raul Ortiz
- Public Officer** **Resolved** that the following person be appointed to fill the position of public officer, as required by Section 252 of the *Income Tax Assessment Act* and that notice of such appointment be given to the Australian Tax Office:  
  
Daniel Raul Ortiz
- Registered Office** **Resolved** that the registered office of the Company be located at:  
  
UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5089
- Principal Place of Business** **Resolved** that the principal place of business be located at:  
  
124 WRIGHT STREET, HIGHGATE WA 6003
- Constitution** **Resolved** that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
- Register of option holders** **Resolved:** to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the *Corporations Act*.
- Register of debenture holders** **Resolved:** to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the *Corporations Act*.
- Financial records** **Resolved:** to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the *Corporations Act*.
- Bank account** **Resolved:** to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.
- Maintaining records** **Resolved:** to notify the relevant authorities and update the company's records in relation to the business.



**Closure**

There being no further business the meeting was closed.

Signed as a true and correct record:  
Dated: the 17th day of January 2023



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Daniel Raul Ortiz (Chairperson)

**ASIC**

Australian Securities &amp; Investments Commission

**Forms Manager**

Registered Agents

Company: ORTIZ SMSF PTY LTD ACN 665 050 519

**Company details**

Date company registered 17-01-2023  
 Company next review date 17-01-2024  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

**Registered office**

UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063

**Principal place of business**

124 WRIGHT STREET , HIGHGATE WA 6003

**Officeholders**

ORTIZ, DANIEL RAUL

Born 28-10-1984 at WARRAWONG NSW

124 WRIGHT STREET , HIGHGATE WA 6003

Office(s) held: Director, appointed 17-01-2023  
 Secretary, appointed 17-01-2023

**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	180	180.00	0.00

**Members**

ORTIZ , DANIEL RAUL 124 WRIGHT STREET , HIGHGATE WA 6003

Share class	Total number held	Fully paid	Beneficially held
ORD	180	Yes	Yes

**Document history**

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
17-01-2023	4EAB96901 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

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# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.



Read this declaration in conjunction with *Self-managed super funds – key messages for trustees* (NAT 71128).



## WHO SHOULD COMPLETE THIS DECLARATION?

You must complete this declaration if you become a **new** trustee (or director of a corporate trustee) of:

- a **new** self-managed super fund (SMSF)
- an **existing** SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee (or director of a corporate trustee).

You must also complete the declaration if you are a legal personal representative who has been appointed as trustee (or director of a corporate trustee) on behalf of a:

- member who is under a legal disability (usually a member under 18 years old)
- member for whom you hold an enduring power of attorney
- deceased member.

## INFORMATION YOU NEED TO READ

Make sure you read *Self-managed super funds – key messages for trustees* (NAT 71128). It highlights some of the key points from the declaration and some important messages for you.

## BEFORE COMPLETING THIS DECLARATION

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [www.ato.gov.au/smsf](http://www.ato.gov.au/smsf)
- phone us on **13 10 20**.

If you are not familiar with some of the terms used in this declaration or you need more information, refer to *Running a self-managed super fund* (NAT 11032).

## WHEN COMPLETING THIS DECLARATION

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## WHAT SHOULD YOU DO WITH THE DECLARATION?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

We recommend that you keep a copy of your completed declaration and refer to it and *Self-managed super funds – key messages for trustees* (NAT 71128), which is available on the ATO website, when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.



Do not send your completed declaration to us.



# Self-managed super fund trustee declaration

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

Fund name

D Ortiz Super 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.

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.

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 significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

## SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

## TRUSTEE DUTIES

I understand that by law I must at all times:

- 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 members only access their super benefits if they have met a legitimate condition of release
- refrain from entering 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)
- refrain from entering 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
- 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.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are 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 (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

## 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:

- 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 business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) 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 circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- 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 and any earnings from those assets reflects their market value).

**Accepting contributions and paying benefits**

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund 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 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
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

**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.*
- *I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.*

**Trustee's or director's name**

Daniel Raul Ortiz

**Trustee's or director's signature**



Date

Day: 23 / Month: 01 / Year: 2023

**Witness' name** (witness must be 18 years old or over)

**Witness' signature**

Date

Day: / Month: / Year: