

# SMSF Workpapers Checklist

INFORMATION	Attached	
	YES	N/A
1 Workpapers Checklist	YES	
2 Trial Balance	YES	
3 ASIC Annual statement/Extract	YES	
4 Actuary Cert		N/A
<b>INCOME</b>		
5 RBS		N/A
6 Contributions	YES	
7 Capital Gains		N/A
8 Distributions		N/A
9 Dividends		N/A
10 Interest	YES	
11 Rent	YES	
12 Other	YES	
<b>EXPENSES</b>		
13 Lump Sums		N/A
14 Pensions		N/A
15 Insurance		N/A
16 Accounting Fee	YES	
17 Establishment Fee	YES	
18 Audit	YES	
19 Bank Fees		N/A
20 Depreciation		N/A
21 Interest Paid		N/A
22 Investment Expenses/Mgt Fee		N/A
23 Postage Print Stationery		N/A
24 Property Expenses		
25 Advertising		N/A
26 Agent Fee		N/A
27 Amortisation		N/A
28 Council Rates		N/A
29 Insurance		N/A
30 Land Tax	YES	
31 Repairs & Maintenance		N/A
32 Strata levy		N/A
33 Sundry Expenses		N/A
34 Water Rates		N/A
35 Regulatory Fee		N/A
36 SMSF Supervisory levy		N/A
37 Sundry Expenses		N/A
<b>INVESTMENTS</b>		
38 Term Deposits		N/A
39 Properties	YES	
40 Managed Investments		N/A
41 Shares AU		N/A
42 Shares Foreign		N/A

43 Units		N/A
44 Bank Accounts AU	YES	
45 Bank Accounts Foreign		N/A
46 Distribution Receivable		N/A
47 Prepaid Expenses		N/A
48 Sundry Debtors	YES	N/A
49 Unsettled Trades		N/A
<b>LIABILITIES</b>		
50 LRBAS		N/A
51 GST	YES	
52 ITA/ICA	YES	
53 Sundry Creditors		N/A
<b>PERMANENT YEARLY</b>		
54 Variation Deeds		N/A
55 Change of Trustee	YES	
56 Pension Documents		N/A
57 Investment Strategy	YES	
<b>PERMANENT 1st YEAR ONLY</b>		
58 Establishment Deed	YES	
59 ATO Trustee Declarations	YES	
60 Member Applications	YES	
61 BDBN	YES	
62 Previous Pension Documents		N/A
63 Bare Trust Deed		N/A
64 Loan Offer Documents		N/A
65 Pre Existing Lease		N/A
66 Prior Year signed FS	YES	
67 Prior Year signed ITR	YES	
68 Prior Year Audit Report/Mgt Letter	YES	
69 Prior Year ACR		N/A

**Belinda Hill Super Fund**  
**Trial Balance as at 30 June 2023**

Prior Year		Description	Current Year	
Debits	Credits		Debits	Credits
<b>INCOME</b>				
Contributions				
-	\$13,076.91	Employer	-	\$17,628.31
-	-	Market Gains	-	\$100,000.00
-	\$191.68	Interest	-	\$4,628.07
-	\$137,190.00	Rent	-	\$139,880.00
-	-	Other Income	-	\$2.76
<b>EXPENSE</b>				
\$1,250.00	-	Accountancy Fee	\$9,145.00	-
-	-	Auditor Fee	\$660.00	-
-	-	Establishment Fee	\$1,100.00	-
\$713.10	-	Property Expenses	\$4,318.30	-
\$259.00	-	SMSF Supervisory Levy	\$259.00	-
<b>INCOME TAX</b>				
\$22,235.40	-	Income Tax Expense	\$62,097.30	-
<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>				
\$126,001.09	-	Profit & Loss Clearing Account	\$184,559.54	-
<b>ASSETS</b>				
\$2,200,000.00	-	Direct Property	\$2,300,000.00	-
\$205,770.24	-	Cash At Bank	\$303,535.03	-
\$1,100.00	-	Sundry Assets	\$26,631.00	-
-	\$287.05	Current Tax Assets	\$514.60	-
<b>LIABILITIES</b>				
-	-	Deferred Tax Liability	-	\$39,933.90
-	\$9,129.00	Other Taxes Payable	-	\$8,733.00
<b>MEMBER ENTITLEMENTS</b>				
-	\$2,397,454.19	Mrs Belinda Hill	-	\$2,582,013.73
<u>\$2,557,328.83</u>	<u>\$2,557,328.83</u>		<u>\$2,892,819.77</u>	<u>\$2,892,819.77</u>



**ASIC**

Australian Securities & Investments Commission

# Current Company Extract

**Name:** BELINDA HILL PTY LTD

**ACN:** 653 307 325

Date/Time: 07 March 2023 AEST 03:22:08 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
<b>Current Organisation Details</b>	
Name: BELINDA HILL PTY LTD	2EML26911
ACN: 653 307 325	
ABN: 99653307325	
Registered in: New South Wales	
Registration date: 01/09/2021	
Next review date: 01/09/2023	
Name start date: 01/09/2021	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Superannuation Trustee Proprietary Company	

Address Details	Document Number
<b>Current</b>	
Registered address: 35 The Chase, VALLEY HEIGHTS NSW 2777	2EML26911
Start date: 01/09/2021	
Principal Place Of Business address: 35 The Chase, VALLEY HEIGHTS NSW 2777	2EML26911
Start date: 01/09/2021	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
<b>Current</b>
Address: PO BOX 435, BANKSTOWN NSW 1885
Start date: 19/09/2021

Officeholders and Other Roles	Document Number
<b>Director</b>	
Name: BELINDA MAY HILL	7EBR19211
Address: 35 The Chase, VALLEY HEIGHTS NSW 2777	
Born: 23/07/1971, SYDNEY, NSW	
Appointment date: 01/09/2021	
<b>Secretary</b>	
Name: BELINDA MAY HILL	7EBR19211
Address: 35 The Chase, VALLEY HEIGHTS NSW 2777	
Born: 23/07/1971, SYDNEY, NSW	
Appointment date: 01/09/2021	

Share Information
<b>Share Structure</b>

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	300	300.00	0.00	2EML26911

### Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: BELINDA MAY HILL  
Address: 35 The Chase, VALLEY HEIGHTS NSW 2777

Class	Number held	Beneficially held	Paid	Document number
ORD	300	yes	FULLY	7EBR19211

### Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
01/09/2021	201C Application For Registration As A Proprietary Company	01/09/2021	3	01/09/2021	2EML26911
01/04/2022	484 Change To Company Details 484A1 Change Officeholder Name Or Address 484A2 Change Member Name Or Address	01/04/2022	2	01/04/2022	7EBR19211

\*\*\*End of Extract of 2 Pages\*\*\*

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

**Mrs Belinda Hill**

**Date of Birth:** 23 Jul 1971 Contribution confirmed  
**Age:** 51 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
The 'Bring Forward Rule' was NOT triggered in the previous 2 years			
3-year cap in effect from previous years		\$N/A	
Total non-concessional contributions in previous 2 years		\$N/A	
<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	\$27,500.00	\$0.00
Cumulative Available Unused Cap	2	\$0.00	\$0.00
Contributions made (to this fund)	3	\$17,628.31	\$0.00
Contributions made (to other funds)		\$253.42	\$0.00
Contributions as allocated		\$17,881.73	\$0.00
Amount above caps	4	\$0.00	\$0.00
Available		\$9,618.27	\$0.00

**Notes**

- 1 . Total Superannuation Balance was \$1.7 million or more at 30 June 2022, member not eligible to make Non-Concessional Contributions
- 2 . Total Superannuation Balance was \$500,000 or more at 30 June 2022, member not 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	\$17,628.31
	Personal	\$0.00
	Family and friends	\$0.00
	Foreign superannuation fund	\$0.00
	Transfers from reserve	\$0.00
	<b>Contributions as allocated</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>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**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
29/07/2022	Employer Mandated	\$3,923.07			manual
10/10/2022	Employer Mandated	\$4,805.77			manual
03/01/2023	Employer Mandated	\$4,780.23			manual

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

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**Mrs Belinda Hill**

20/04/2023	Employer Mandated	\$4,119.24	manual
<b>Totals:</b>		<b>\$17,628.31</b>	

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## Macquarie Cash Management Account

enquiries 1800 806 310

account name BELINDA HILL PTY LTD ATF  
BELINDA HILL SUPER FUND  
account no. 965390792

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
FERIZIS GEORGE ALPHA ADVICE AUSTRALIA PTY LTD	Enquiry authority

### Authority descriptions

Enquiry authority - you have authorised the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

### annual interest summary 2022/2023

INTEREST PAID	4,628.07
TOTAL INCOME PAID	4,628.07

# Simple Commercial Lease Agreement

This Commercial Lease Agreement is made between Landlord & Tenants

This Agreement is made on the: Day 01 Month 07 Year 2022 Time :

Signed at Location 38 Derby Street Kingswood 2747 Between

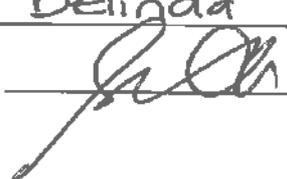
Landlord's Belinda Hill Super Fund ABN \_\_\_\_\_  
Address 38 Derby Street Kingswood NSW 2747  
Mobile 0414229135 email belindahill11@hotmail.com  
Care of Agent Yes  No  Name of Agent No Agent Management

Tenants Belinda Hill Enterprises Trust  
Company Name Belinda Hill Ent Pty Ltd ABN 87105520519  
Residential Address 35 The Chase, Valley Heights NSW 2117  
Business Address 38 Derby St, Kingswood NSW 2747  
Phone 024736851 Mobile 0414229135 email belindahill11@hotmail.com

The Landlord hereby agrees to rent the Premises to Tenant and the Tenant hereby agrees to rent the Premises from the Landlord.

## SIGNED BY LANDLORD / AGENT ON BEHALF OF THE LANDLORD

Landlord / Agent Name: Belinda Hill

Landlord / Agent Signature:  Date 1/7/2022

## SIGNED BY TENANT

Tenant Name: Belinda Hill

Tenant Signature:  Date: 1/7/2022

## TERM OF AGREEMENT

The Landlord makes available for lease the Building or part of designated as the Premises, described as follows:

Premises Address 38 Derby Street, Kingswood 2747

Description: The entire premises including consultancy, Reception area, Kitchen / Lunchroom and staff facilities. The tenants have exclusive rights to the car parking area and driveway access.

### 1. TERM:

The initial lease term shall begin on 1<sup>st</sup> July 2022 and end on 30<sup>th</sup> June 2023 for a total period of 12 months.

The Tenant shall have the right or option to renew the Lease for an extended term of 12 months providing rent is paid up to date and there are no breaches of the lease conditions committed.

If the Tenant chooses to extend the Lease, he/she should give a written notice to the Landlord 7 days before the initial Lease term expires. If the Lease is renewed, it shall bear the same terms, conditions and provisions contained in this commercial lease agreement.

### 2. RENT:

For the initial Lease term, the Tenant agrees to pay the Landlord

\$ 2959 <sup>week</sup> per month as rent on or before the 30<sup>th</sup> day of each month.

For the renewed Lease term, if any, the Tenant agrees to pay the Landlord

\$ 2959 <sup>week</sup> per month as rent on or before the 30<sup>th</sup> day of each month.

If rent due is not paid on or before the 30<sup>th</sup> day of the <sup>week</sup> month, Tenant agrees to pay a late charge of \$ NIL plus an additional late charge of \$ NIL per day until the rent is paid in full.

### 3. SECURITY DEPOSIT:

The Tenant shall deposit an amount of \$ NIL to be held by the Landlord as security deposit. The Landlord shall have the right to make deductions from the security deposit for the default of rent payment and to make good on any Lease term default by the Tenant.

#### **4. PROHIBITED USES:**

The Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, device or item.

#### **5. SUBLET AND ASSIGNMENT:**

The Tenant shall have the right without the Landlord's consent, to assign this Lease to a business with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant, or to a purchaser of substantially all the Tenant's assets. Except as set forth above, the Tenant may not sublet this Property or assign this Lease to any other persons without the written consent of the Landlord.

#### **6. REPAIRS AND MAINTENANCE:**

The Landlord agrees make all necessary repairs to the Premises at his/her expense during the Lease term. This includes repairing all defects and faults at any part of the Premises due to prior damage or tear and wear.

#### **7. ALTERATIONS:**

The Tenant shall have the right to redecorate, remodel, improve and replace to any or all parts of the Premises during the Lease term with Landlords consent, if the such alterations shall neither impair the structural soundness or diminish the value of the Premises. No structural alterations or additions is to be made to the Premises without the Landlord's consent.

#### **8. SIGNS:**

The Tenant shall have the right to place and replace any signs at any part of the Premises at his/her own expense, if the Tenant removes all such signs upon the termination of this Lease and repairs all damages resulting from the removal of signs.

#### **9. RIGHT TO ENTER PREMISES:**

The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, if the Landlord does not unreasonably impair the Tenant's business on the Premises.

#### **10. PARKING:**

The Tenant shall have the non-exclusive use of parking space in common with the Landlord, other tenants of the Building, their guests and invitees during the Lease term. The Tenant shall have the use of non-reserved common parking areas, driveways and footways, subject to the rules and regulations as prescribed from time to time by the Landlord. The Landlord reserves the right to designate parking areas for the Tenant and his/her agents and employees. The Tenant shall provide the Landlord with a list of all license numbers for cars owned by the Tenant's, his/her agents and employees.

#### **11. UTILITIES:**

The Tenant shall pay all utility charges for electricity, water, gas, sanitation, waste disposal and other services to be used by the Tenant on the Premises.

#### **12. PROPERTY TAXES:**

The Landlord shall pay all general real estate taxes and installments of special assessments coming due on the Premises during the Lease term, and all personal property taxes on the Landlord's personal property at the Premises.

The Tenant shall pay all personal property taxes on his/her personal property at the Premises.

#### **13. INSURANCE:**

If the Premises is damaged by fire or other casualty due to an act of negligence by the Tenant or his/her agents, employees or invitees, rent shall not be diminished or disrupted while such damage is under repair. The Tenant shall also be responsible for any repair cost not covered by insurance. The Landlord shall maintain fire and extended insurance coverage on the Premises and Building. The Tenant shall be responsible for fire and extended insurance coverage on all his/her personal property in the Premises.

#### **14. DAMAGE OR DESTRUCTION:**

If an act of God or other casualty renders the Premises unusable for the Tenant's purposes, the Tenant shall have the right to terminate this Lease within 7 days of such damage. Rent payments shall be prorated as of the date of Lease termination.

**15. DEFAULT:**

The Tenant will be in default of this commercial lease agreement if he/she 1. fails to pay the full rent when due on at least \_\_\_ occasions or 2. fails to fulfill any term or condition of this Lease and such default continues for \_\_\_ days after the Landlord has given notice of it to the Tenant or 3. causes a lien to file against the Premises and such lien is not removed within \_\_\_ days of recordation If the Tenant is in default, the Landlord shall have the right to terminate this commercial lease agreement by giving the Tenant a \_\_\_ day notice in writing.

**SIGNED BY LANDLORD / AGENT ON BEHALF OF THE LANDLORD**

Landlord / Agent Name: Belinda Hill

Landlord / Agent Signature: [Signature] Date: 1/7/2022

**SIGNED BY WITNESS**

Witness Name: Melissa Haynes

Witness Signature: [Signature] Date: 1/7/2022

**SIGNED BY TENANT**

Tenant Name: Belinda Hill

Tenant Signature: [Signature] Date: 1/7/2022

**SIGNED BY WITNESS**

Witness Name: Melissa Haynes

Witness Signature: [Signature] Date: 1/7/2022

Transactions: 38 Derby Street, Kingswood NSW 2550 - Belinda Hill Super Fund

Date Range: 01/07/2022 to 30/06/2023

**38 Derby Street, Kingswood NSW 2550**

	Date	Narrative	Debit	Credit	Balance	Quantity
38 Derby Street, Kingswood NSW 2550						
	01/07/2022	Opening Balance	\$	0.00	\$ 0.00	Cr
	20/07/2022	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 10,760.00	Cr
	29/08/2022	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 21,520.00	Cr
	14/09/2022	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 32,280.00	Cr
	12/10/2022	B HILL ENT PL CLINIC RENT X 3	\$	8,070.00	\$ 40,350.00	Cr
	31/10/2022	B HILL ENT PL CLINIC RENT X 3	\$	8,070.00	\$ 48,420.00	Cr
	18/11/2022	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 59,180.00	Cr
	06/12/2022	B HILL ENT PL CLINIC RENT X 3	\$	13,450.00	\$ 72,630.00	Cr
	19/01/2023	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 83,390.00	Cr
	10/02/2023	B HILL ENT PL CLINIC RENT X 2	\$	5,380.00	\$ 88,770.00	Cr
	28/02/2023	B HILL ENT PL CLINIC RENT X 3	\$	8,070.00	\$ 96,840.00	Cr
	30/03/2023	B HILL ENT PL CLINIC RENT X 4	\$	10,760.00	\$ 107,600.00	Cr
	05/06/2023	B HILL ENT PL CLINIC RENT X 1	\$	2,690.00	\$ 110,290.00	Cr
	19/06/2023	B HILL ENT PL CLINIC RENT X 2	\$	5,380.00	\$ 115,670.00	Cr
	30/06/2023	Shortage of 2023 Rental Income	\$	24,210.00	\$ 139,880.00	Cr
	Total 38 Derby Street, Kingswood NSW 2550		\$	0.00	\$ 139,880.00	\$ 139,880.00 Cr
	Total 38 Derby Street, Kingswood NSW 2550		\$	0.00	139,880.00	\$ 139,880.00 Cr

Weekly rental income = \$2,690 + GST

Total rental income for 23 FY should be = \$2,690 x 52 = \$139,880 + GST

Total net rental income deposited into the SMSF = \$115,670

\$139,880 - \$115,670 = \$24,210 + GST << Shortage of the 2023 FY Rental income



## Income tax 002

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<b>Date generated</b>	26 July 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

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7 results found - from **26 July 2021** to **26 July 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
27 Mar 2023	30 Mar 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$36.36		\$0.00
27 Mar 2023	27 Mar 2023	Interest on overpayment for Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$2.76	\$36.36 CR
27 Mar 2023	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$33.60	\$33.60 CR
21 Nov 2022	21 Nov 2022	General interest charge			\$0.00
21 Nov 2022	18 Nov 2022	Payment received		\$579.65	\$0.00
21 Nov 2022	1 Jul 2022	General interest charge			\$579.65 DR
19 Nov 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$579.65		\$579.65 DR

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# *G. Ferizis & Co.*

PUBLIC ACCOUNTANTS, TAXATION CONSULTANTS AND FINANCIAL PLANNERS

Suite 15, 2nd Floor,  
432 Chapel Road,  
Bankstown NSW 2200  
Telephone: 9796 8377  
Fax: 9790 0334  
Email: gferizis@ozemail.com.au

ABN: 73 625 461 412

Please address all mail to:  
P.O. Box 435  
Bankstown NSW 1885

**TAX INVOICE**

30 June 2022

Ms Belinda Hill  
Belinda Hill Super Fund  
PO Box 361  
PENRITH NSW 2751

## **MEMORANDUM OF ACCOUNT**

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Professional fees for the year ended 30 June 2021, including:

- Peruse your email and divorce settlement agreement (21 pages), organise new fund trustee and payout for Glenn, email details to solicitor.
- Preparation of rollover benefit Statement for Glenn.
- Peruse email from solicitor, extract data and provide data and provide required details, chase up ABN and USI of receiving fund.
- Attendance of fund name change with ATO.
- Liaison with Geraldine from NAB regarding rejection of SMSF borrowings, consider options and email yourself.
- Peruse your email regarding valuation of new property, liaison with broker, evaluate options and respond.
- Computation and analysis of bank records, extraction of income and expenses and preparation of bank reconciliation thereon.
- Reconciliation of quarterly BAS statements with final accounts and effecting amendments as required.
- Preparation of Superannuation Fund financial statements, Trustees Statement, and individual Member Benefits Statements.
- Preparation of Income Tax & Regulatory return and associated schedules.
- Attendance to updated investment strategy as required by the ATO.

- Carrying out statutory audit and payment of auditor fees thereon.
- Preparation of appropriate certificates by auditor and trustees.

<b>Cost, More Than, But Say</b>	<b>\$ 6 000</b>	
<b>Plus GST</b>	<b>600</b>	\$416
<b>Total Due</b>	<b><u>6 600</u></b>	

**WITH COMPLIMENTS**

E&OE

GF:ns



Preparation and Lodgement of SMSF Annual Tax Return = \$150 + GST  
 Arrangements of audit for the fund = \$300 + GST

*Direct Deposit details:*

*Bank: Macquarie Bank*

*BSE: 182 512*

*A/c No: 9694 10604*

*Reference BHILLSUPER*

*Terms: Nett 7 Days*

*Administration Charges of 1.5% per month apply to accounts over 30 days*

*G. Ferizis & Co.*

PUBLIC ACCOUNTANTS, TAXATION CONSULTANTS AND FINANCIAL PLANNERS

Suite 15, 2nd Floor,  
432 Chapel Road,  
Bankstown NSW 2200  
Telephone: 9796 8377  
Email: ferizisoffice@ferizisgroup.com.au

ABN: 73 625 461 412

Please address all mail to:  
P.O. Box 435  
Bankstown NSW 1885

TAX INVOICE

6 March 2023

Ms Belinda Hill  
Belinda Hill Super Fund  
PO Box 361  
PENRITH NSW 2751

**MEMORANDUM OF ACCOUNT**

Professional fees for the year ended 30 June 2022, including:

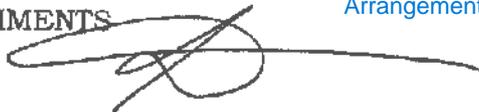
- Computation and analysis of bank records, extraction of income and expenses and preparation of bank reconciliation thereon.
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- Preparation of Income Tax & Regulatory return and associated schedules.
- Attendance to updated investment strategy as required by the ATO.
- Carrying out statutory audit and payment of auditor fees thereon.
- Preparation of appropriate certificates by auditor and trustees.

**Cost, More Than, But Say  
Plus GST  
Total Due**

**\$ 3 500  
350 \$229  
3 850**

Preparation and Lodgement of SMSF Annual Tax Return = \$150 + GST  
Arrangements of audit for the fund = \$300 + GST

WITH COMPLIMENTS  
E&OE  
GF:mk



*Direct Deposit details:*

Bank: Macquarie Bank  
BSE: 182 512  
A/c No: 9694 10604  
Reference **BHILLSUPER**

*Terms: Nett 7 Days*

*Administration Charges of 1.5% per month apply to accounts over 30 days*

a connectus wealth company

*"Liability limited by a Scheme, approved under the Professional Standards Legislation"*

**Transactions: Establishment Fee - Belinda Hill Super Fund**

Date Range: 01/07/2022 to 30/06/2023

**Establishment Fee**

	<b>Date</b>	<b>Narrative</b>	<b>Debit</b>	<b>Credit</b>	<b>Balance</b>	<b>Quantity</b>
Establishment Fee						
	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	30/06/2023	Clear the Formation Expenses	\$ 1,100.00	\$	1,100.00 Dr	
Total Establishment Fee		\$	1,100.00 \$	0.00 \$	1,100.00 Dr	
Total Establishment Fee		\$	1,100.00 \$	0.00 \$	1,100.00 Dr	

Clearing the formation expenses as the property purchased over 5 years ago.

# Land Tax Assessment Notice



Land Tax in this notice has been assessed for the:  
2023 Tax Year

Issue date 20 January 2023  
Enquiries 1300 139 816 (8.30 am - 5.00 pm)  
Website [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)

002466  
008  
BM & GA PRICE  
PO BOX 361  
PENRITH NSW 2751

Client ID	104046503
Correspondence ID	1757829559
Due date	1/3/2023
Assessment Amount	\$4 340.00

## Assessment details (please refer to the enclosed supporting information)

### Payment Options

Pay in full to receive a discount	Due date	Amount due
You must pay by the due date to receive a discount of \$21.70	1/3/2023	\$4 318.30

### Pay in interest-free instalments

Pay in 3 instalments	Due date	Amount due
<b>Total amount due is \$4 340.00</b>		
First instalment	1/3/2023	\$1 446.70
Second instalment	31/3/2023	\$1 446.65
Third instalment	1/5/2023	\$1 446.65

### Pay within a 6-month period

Go to [www.revenue.nsw.gov.au/landtax](http://www.revenue.nsw.gov.au/landtax) prior to the 1/3/2023 to set up your payment plan. Any overdue amounts from prior years will be included in the first instalment.

You can schedule a direct debit to make repayments against your payment plan.

If your circumstances change, resulting in a reassessment, your payment plan will be cancelled.

Payment plans that extend beyond 6 months may accrue interest daily until paid in full.

Scott Johnston  
Chief Commissioner of State Revenue

### Payment Methods

Set up direct debit, or make online credit card\* payments at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au) or phone 1300 363 291.  
Biller code: 3384 Ref: 1757 8295 59

BPAY: internet or phone banking.  
Biller code: 3384 Ref: 1757 8295 59

\*Note: We accept MasterCard and Visa.  
A card payment fee may apply. This fee is not subject to GST.  
Credit card payments will only be accepted online and by phone. Credit cards are not accepted for payments made by BPAY, mail, at Australia Post, or electronic payments.

*Handwritten:*  
Paid 2/2/23  
MBL 2023020225920557  
\$4318.30  
BPAY.

## Important information

It is easy to manage your land tax online. For more information, please visit [www.revenue.nsw.gov.au/landtax](http://www.revenue.nsw.gov.au/landtax).

You can:

- update contact details & lodge a return
- update your notification preference to receive notices digitally
- update your foreign status and submit supporting documents
- request, or update an exemption
- update details when you sell or purchase land
- provide bank details for an EFT refund

You can also:

- view your current outstanding balance
- print your past 5 years of assessments
- track the status of an application

### If you are a registered business

Please ensure your Australian Business Number (ABN) details are up to date on the Australian Business Register (ABR).

### Keep your data safe

Your ID numbers give access to your personal information. Only share with authorised people.

### Paying by instalments

If you pay by instalments and miss a payment, or make a late payment, the payment plan will be cancelled. Daily interest will be calculated and applied from the first due date.

### If you are selling land

All outstanding land tax needs to be paid before a clear land tax certificate can be issued.

### If you believe your assessment is incorrect

If you have additional information that we haven't previously considered, you should lodge a return. You should do this through [www.revenue.nsw.gov.au/landtax](http://www.revenue.nsw.gov.au/landtax) on or before the first due date of this notice.

If you believe we have applied the legislation incorrectly, you can lodge a formal objection at [www.revenue.nsw.gov.au/objections](http://www.revenue.nsw.gov.au/objections). You must lodge the objection together with your reasons and supporting evidence within 60 days of the issue date of this notice. **You must still pay by the due date** even if you have lodged an objection as interest will be imposed on any overdue amounts. A refund will be issued to you if your objection is successful.

### NSW State Budget 2022-23

For information about how the 2022-23 NSW State Budget Announcement impacts your land tax, please visit <https://www.revenue.nsw.gov.au/news-media-releases>

Land Tax revenue helps fund essential community services, such as health care, education, public transport, infrastructure, and policing.

### Other ways to pay



Pay at any Service NSW Centre by cash, cheque<sup>1</sup> or EFTPOS. Write your Client ID and name on the back of the cheque.

<sup>1</sup>Note: payment made by cheque must be received by the due date



Pay in-store at Australia Post by cash, cheque or EFTPOS. Write your Client ID and name on the back of the cheque.

## Land Tax contact details



Read more about land tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 135 310<sup>1</sup>



Phone enquiries  
8:30 am – 5:00 pm, Mon. to Fri.

<sup>1</sup>Overseas customers call +61 2 7606 6906. Help in community languages is available.

## Land value

The Valuer General determines land values as at 1 July in the year prior to the land tax assessment year as shown on your assessment. Revenue NSW use these values to calculate land tax.

If you disagree with your land value you can go to [www.valuergeneral.nsw.gov.au](http://www.valuergeneral.nsw.gov.au) for more information about land values and the review process. You have 90 days from the issue date on your assessment notice to lodge an objection to the land value.

**Note:** If you object to your land value you must still pay your land tax assessment by the due date as interest will apply to any overdue amounts.



1800 110 038 or  
+61 2 8332 8188 (international callers)



Phone enquiries  
9:00 am – 5:00 pm, Mon. to Fri.



For more information about land values or to contact Valuer General NSW, please scan the QR code below to visit [www.valuergeneral.nsw.gov.au](http://www.valuergeneral.nsw.gov.au)



\*298 1508 000001757829559 05

## Supporting information

Name: BM & GA PRICE  
Client ID: 104046503  
Correspondence ID: 1757829559  
Issue date: 20 January 2023

A land tax year is based on land owned between 1 January to 31 December of the preceding year.  
Land tax is applied for the full calendar year following the taxing date of 31 December.

### Total balance of this assessment

Tax Year	Description	Debit \$	Credit \$	Balance \$
2023	Assessment	4 340.00		4 340.00
	<b>2023 tax year total</b>	<b>4 340.00</b>		<b>4 340.00</b>
	<b>Total</b>			<b>\$4 340.00</b>
	<b>Total amount payable</b>			<b>\$4 340.00</b>

**Supporting information (cont.)**

Name: BM & GA PRICE  
 Client ID: 104046503  
 Correspondence ID: 1757829559  
 Issue date: 20 January 2023

A land tax year is based on land owned between 1 January to 31 December of the preceding year.  
 Land tax is applied for the full calendar year following the taxing date of 31 December.

The assessment for the 2023 tax year is based on the following land owned as at 31 December 2022

Land item no.	Land item and property ID	Notes	% Owned	Land Tax Taxable Value \$	Surcharge Taxable Value \$	Average land value - calculated from the land value(s)		
						LAND VALUE(S)		
				2021 \$	2022 \$	2023 \$	Average land value \$	
1	38 DERBY ST KINGSWOOD PID - 2543651		100	1 234 000	Not applicable		861 000	1 234 000

Total aggregated land value \$1 234 000 Nil

**Assessment calculation: Land Tax**

Aggregated taxable land value	1 234 000
Less threshold	<u>969 000</u>
Tax \$100 plus balance @ 1.6%	4 340.00
<b>Subtotal</b>	<b>\$4 340.00</b>
<b>Total tax payable</b>	<b>\$4 340.00</b>



Contact  
P 02 8605 2829  
gwsreality.com

Address  
Shop 2/182 Sunflower Drive  
Claremont Meadows NSW 2747

30<sup>th</sup> June 2023

Belinda Hill & Associates  
38 Derby Street  
Kingswood NSW 2747

**Re: Property appraisal for 38 Derby Street, Kingswood NSW 2747**

Thank you for the opportunity to inspect your property to provide you with an appraisal as to what your property should be worth in the todays market.

I have based this appraisal on current market conditions, APM Australian Property Monitors, similar properties in your area as well as local knowledge.

I am of the opinion 38 Derby Street Kingswood should realise a sale price within the range of **\$2,200,000.00 - \$2,400,000.00** [\\$2,300,000 MV at 30.06.2023](#)

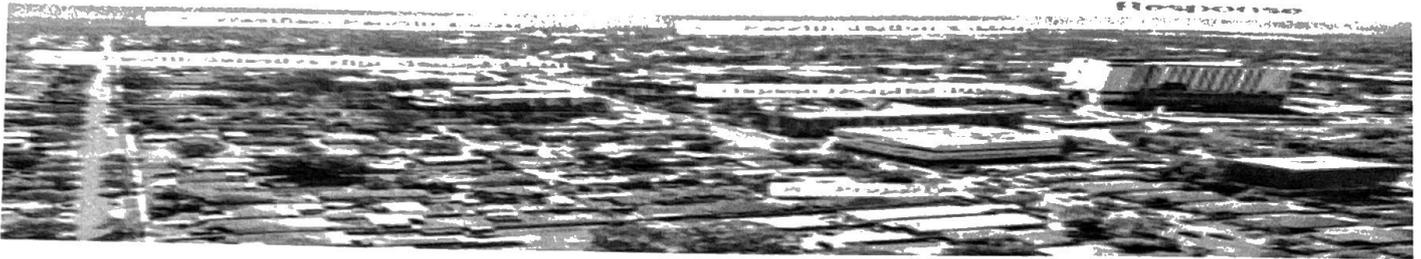
I am also of the opinion 38 Derby Street Kingswood should return a rental income of **\$3,500.00** per week in its location and approved usage.

Should you have any questions relating to the information contained in this document please do not hesitate to contact me anytime.

Once again thank you for the opportunity to assist you with your property and for considering the service of our office, we look forward to assisting you in the future.

Kind Regards

Gordon McVicar  
Principal / GWS Real Estate  
Licence No:1232420



Sold on 27 Nov 2021

## 40 Derby Street Kingswood NSW 2747

Development / Land

853 m<sup>2</sup>

Sold, A\$1,720,000

### B4 ON THE DOORSTEP OF THE NEPEAN HOSPITAL

An exceptionally rare opportunity to acquire a key strategic site on the doorstep of the Nepean Hospital.

The Nepean Hospital, currently undergoing a \$1 billion redevelopment, will provide world-class health facilities including an expanded emergency department, birthing suites, and neonatal intensive care unit. A game-changer for the region that will bring better care, jobs, and opportunities to Penrith.

This outstanding site features:

B4 Zoning: Mixed-Use

18m HOB

3.5:1 FSR

853sqm (approx.)

The property boasts exceptional potential and is a jewel for those with a vision for the future in key locations. Available via auction on Saturday the 27th, November 2021 at 11:00 am.

DISCLAIMER: Whilst we deem this information to be reliable the agent cannot guarantee its accuracy and accepts no responsibility for such. Interested persons should rely on their own enquiries.

[View more](#)

#### AUCTION

##### Auction date and time

27/11/2021 11:00

##### Auction location

40 Derby Street, Kingswood NSW

##### Response Real Estate Penrith

355/357 High Street

Penrith, NSW 2750

Enquire

### 40 Derby Street

Kingswood NSW 2747

Share

Shortlist



# 26 Hargrave Street, Kingswood, NSW 2747



Development Sites & Land • Offices • Shops & Retail

## Price information

Sold

\$3,500,000

## Key property information

 Land area  
594 m<sup>2</sup>

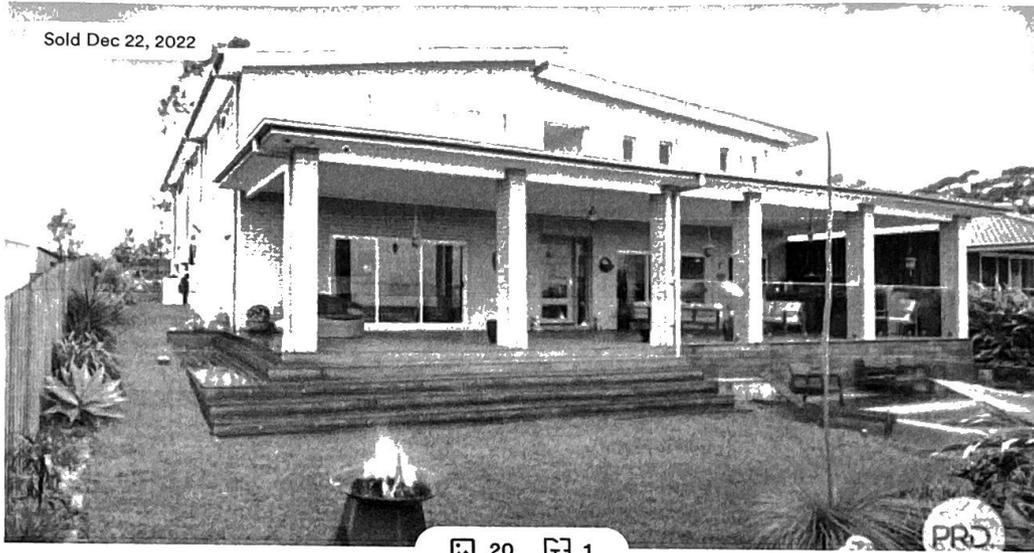
 Floor area  
1 m<sup>2</sup>

 Zoning  
R3 Medium Density Residential ∨

 Tenure type  
Vacant Possession ∨

 Sold on  
06 Apr 2023

< Kingswood



13 Macadamia Court, Kingswood, NSW, 2747

**\$1,820,000**

🏠 6 🚗 4 🚗 4 📏 1156m<sup>2</sup>

House • 30+ days on the market

**Sold:** Dec 22, 2022

### What's around 13 Macadamia Court



### Upgrade Your Lifestyle!

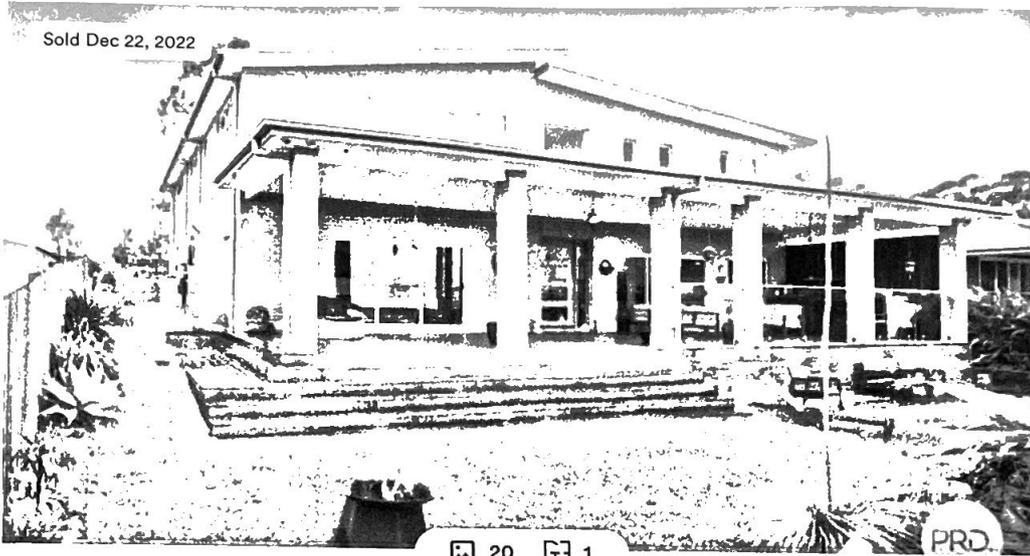
Level up your lifestyle with this immaculate and modern 6 bedroom home, proudly sitting on the high side of Macadamia Court on approximately 1,156m<sup>2</sup>. Newly built in 2018 and with detailed finishes throughout, this home has everything you could want and more for the whole family. Featuring a large alfresco entertaining area overlooking a beautifully landscaped inground pool with 180 degree views of the Blue Mountains, multiple living areas, spacious kitchen with butler's pantry and so much more. Get in quick and don't miss the opportunity to make this quality

### Looking for more information on 13 Macadamia Court?

Explore comparables, sales history and growth for this property.

[Learn more](#)

< Kingswood



13 Macadamia Court, Kingswood, NSW, 2747

**\$1,820,000**

🏠 6 🚗 4 📺 4 📏 1156m<sup>2</sup>

House • 30+ days on the market

**Sold:** Dec 22, 2022

### What's around 13 Macadamia Court



### Upgrade Your Lifestyle!

Level up your lifestyle with this immaculate and modern 6 bedroom home, proudly sitting on the high side of Macadamia Court on approximately 1,156m<sup>2</sup>. Newly built in 2018 and with detailed finishes throughout, this home has everything you could want and more for the whole family. Featuring a large alfresco entertaining area overlooking a beautifully landscaped inground pool with 180 degree views of the Blue Mountains, multiple living areas, spacious kitchen with butler's pantry and so much more. Get in quick and don't miss the opportunity to make this quality

### Looking for more information on 13 Macadamia Court?

Explore comparables, sales history and growth for this property.

[Learn more](#)



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 322/14333

SEARCH DATE	TIME	EDITION NO	DATE
27/9/2023	9:33 AM	7	2/5/2018

LAND

LOT 322 IN DEPOSITED PLAN 14333  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF MULGOA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP14333

FIRST SCHEDULE

GLENN ALLAN PRICE  
BELINDA MAY PRICE  
AS JOINT TENANTS (T AN305727)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, [www.globalx.com.au](http://www.globalx.com.au) an approved NSW Information Broker.



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



BELINDA HILL PTY LTD  
C/- ALPHA ADVICE AUSTRALIA  
PO BOX 435  
BANKSTOWN NSW 1885

1 Shelley Street  
Sydney, NSW 2000

account balance **\$261,206.87**  
as at 30 Dec 22

account name BELINDA HILL PTY LTD ATF  
BELINDA HILL SUPER FUND  
account no. 965390792

transaction	description	debits	credits	balance
30.06.22	OPENING BALANCE			205,770.24
14.07.22	BPAY BPAY TO TAX OFFICE PAYMENTS	9,129.00		196,641.24
20.07.22	Deposit B HILL ENT PL CLINIC RENT x 4		11,836.00	208,477.24
29.07.22	Interest MACQUARIE CMA INTEREST PAID*		63.12	208,540.36
29.07.22	Deposit B HILL ENT PL B Price Super Qtr		3,923.07	212,463.43
29.08.22	Deposit B HILL ENT PL CLINIC RENT x 4		11,836.00	224,299.43
31.08.22	Interest MACQUARIE CMA INTEREST PAID*		143.50	224,442.93
14.09.22	Deposit B HILL ENT PL CLINIC RENT x 4		11,836.00	236,278.93
30.09.22	Interest MACQUARIE CMA INTEREST PAID*		204.90	236,483.83
10.10.22	Deposit B HILL ENT PL Belinda Hill SMSF		4,805.77	241,289.60
10.10.22	BPAY BPAY TO TAX OFFICE PAYMENTS	9,511.00		231,778.60
12.10.22	Deposit B HILL ENT PL CLINIC RENT x 3		8,877.00	240,655.60

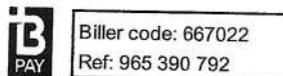
## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 965390792

deposits using BPay  
From another bank



continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name BELINDA HILL PTY LTD ATF  
BELINDA HILL SUPER FUND  
account no. 965390792

	transaction	description	debits	credits	balance
31.10.22	Interest	MACQUARIE CMA INTEREST PAID*		283.64	240,939.24
31.10.22	Deposit	B HILL ENT PL CLINIC RENT x 3		8,877.00	249,816.24
18.11.22	Deposit	B HILL ENT PL CLINIC RENT x 4		11,836.00	261,652.24
18.11.22	BPAY	BPAY TO TAX OFFICE PAYMENTS	579.65		261,072.59
18.11.22	Funds transfer	TRANSACT TFR TO 969410604 G FERIZIS AND	6,600.00		254,472.59
30.11.22	Interest	MACQUARIE CMA INTEREST PAID*		336.61	254,809.20
06.12.22	Deposit	B HILL ENT PL CLINIC RENT x 5		14,795.00	269,604.20
20.12.22	BPAY	BPAY TO TAX OFFICE PAYMENTS	8,804.00		260,800.20
30.12.22	Interest	MACQUARIE CMA INTEREST PAID*		406.67	261,206.87
		CLOSING BALANCE AS AT 30 DEC 22	34,623.65	90,060.28	261,206.87

\* Stepped interest rates for the period 1 July to 13 July: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (13 days); 14 July to 11 August: balances \$0.00 to \$4,999.99 earned 0.50% balances \$5,000.00 and above earned 0.50% pa (29 days); 12 August to 15 September: balances \$0.00 to \$4,999.99 earned 0.90% balances \$5,000.00 and above earned 0.90% pa (35 days); 16 September to 13 October: balances \$0.00 to \$4,999.99 earned 1.25% balances \$5,000.00 and above earned 1.25% pa (28 days); 14 October to 15 November: balances \$0.00 to \$4,999.99 earned 1.50% balances \$5,000.00 and above earned 1.50% pa (33 days); 16 November to 15 December: balances \$0.00 to \$4,999.99 earned 1.75% balances \$5,000.00 and above earned 1.75% pa (30 days); 16 December to 30 December: balances \$0.00 to \$4,999.99 earned 2.00% balances \$5,000.00 and above earned 2.00% pa (15 days)

continued on next



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



BELINDA HILL PTY LTD  
C/- ALPHA ADVICE AUSTRALIA  
PO BOX 435  
BANKSTOWN NSW 1885

1 Shelley Street  
Sydney, NSW 2000

account balance **\$303,535.03**  
as at 30 Jun 23

account name BELINDA HILL PTY LTD ATF  
BELINDA HILL SUPER FUND  
account no. 965390792

transaction	description	debits	credits	balance
30.12.22	OPENING BALANCE			261,206.87
03.01.23	Deposit B HILL ENT PL BHILL SMSF		4,780.23	265,987.10
19.01.23	Deposit B HILL ENT PL CLINIC RENT x 4		11,836.00	277,823.10
31.01.23	Interest MACQUARIE CMA INTEREST PAID*		473.91	278,297.01
02.02.23	BPAY BPAY TO REVENUE NSW	4,318.30		273,978.71
10.02.23	Deposit B HILL ENT PL CLINIC RENT x 2		5,918.00	279,896.71
28.02.23	Interest MACQUARIE CMA INTEREST PAID*		432.62	280,329.33
28.02.23	Deposit B HILL ENT PL CLINIC RENT x 3		8,877.00	289,206.33
24.03.23	Funds transfer TRANSACT TFR TO 969410604 G FERIZIS AND	3,850.00		285,356.33
30.03.23	Deposit B HILL ENT PL CLINIC RENT x 4		11,836.00	297,192.33
30.03.23	Deposit ATO ATO001100017309597		36.36	297,228.69
31.03.23	Interest MACQUARIE CMA INTEREST PAID*		527.28	297,755.97

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 965390792

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 965 390 792

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name BELINDA HILL PTY LTD ATF  
BELINDA HILL SUPER FUND  
account no. 965390792

transaction	description	debits	credits	balance
03.04.23	BPAY BPAY TO TAX OFFICE PAYMENTS	8,973.00		288,782.97
20.04.23	Deposit B HILL ENT PL B Hill Super SGQTR		4,119.24	292,902.21
28.04.23	Interest MACQUARIE CMA INTEREST PAID*		501.84	293,404.05
31.05.23	Interest MACQUARIE CMA INTEREST PAID*		623.10	294,027.15
05.06.23	Deposit B HILL ENT PL CLINIC RENT x 1		2,959.00	296,986.15
19.06.23	Deposit B HILL ENT PL CLINIC RENT x 2		5,918.00	302,904.15
30.06.23	Interest MACQUARIE CMA INTEREST PAID*		630.88	303,535.03
	CLOSING BALANCE AS AT 30 JUN 23	17,141.30	59,469.46	303,535.03

\* Stepped interest rates for the period 31 December to 21 February: balances \$0.00 to \$4,999.99 earned 2.00% balances \$5,000.00 and above earned 2.00% pa (53 days); 22 February to 21 March: balances \$0.00 to \$4,999.99 earned 2.10% balances \$5,000.00 and above earned 2.10% pa (28 days); 22 March to 18 May: balances \$0.00 to \$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (58 days); 19 May to 22 June: balances \$0.00 to \$4,999.99 earned 2.50% balances \$5,000.00 and above earned 2.50% pa (35 days); 23 June to 30 June: balances \$0.00 to \$4,999.99 earned 2.75% balances \$5,000.00 and above earned 2.75% pa (8 days)

continued on next

**Transactions: Sundry Debtors - Belinda Hill Super Fund**

Date Range: 01/07/2022 to 30/06/2023

**Sundry Debtors**

	<b>Date</b>	<b>Narrative</b>	<b>Debit</b>	<b>Credit</b>	<b>Balance</b>	<b>Quantity</b>
Sundry Debtors						
	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	30/06/2023	Shortage of 2023 Rental Income	\$ 26,631.00	\$	26,631.00 Dr	
Total Sundry Debtors		\$	26,631.00 \$	0.00 \$	26,631.00 Dr	
Total Sundry Debtors		\$	<b>26,631.00 \$</b>	<b>0.00 \$</b>	<b>26,631.00 Dr</b>	

Asked the client to pay the shortage of 2023 rental income urgently.



---

**Pay anyone funds transfer - bank acknowledgement**

---

**Bank acknowledgement details**

Status: Future Dated  
Confirmation Number: G0624712216  
Created: 18/09/23  
Last modified:

**Your transfer details**

From Account: Company Cheque/082-778 62-895-1098  
To Account: BELINDA HILL SUPER FUND/182-512 965390792  
MACQUARIE BANK LIMITED  
Amount: 26,631.00  
Description: CLINIC RENT x 9  
Remitter Name: B HILL ENT PL  
Transfer date: 19/09/23

**Payment notification**

No SMS payment notification selected

**End of Report**

---

Date 18/09/23 Time 05:15  
National Australia Bank Limited A.B.N. 12 004 044 937



## Income tax 002

---

<b>Date generated</b>	26 July 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

7 results found - from **26 July 2021** to **26 July 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
27 Mar 2023	30 Mar 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$36.36		\$0.00
27 Mar 2023	27 Mar 2023	Interest on overpayment for Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$2.76	\$36.36 CR
27 Mar 2023	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$33.60	\$33.60 CR
21 Nov 2022	21 Nov 2022	General interest charge			\$0.00
21 Nov 2022	18 Nov 2022	Payment received		\$579.65	\$0.00
21 Nov 2022	1 Jul 2022	General interest charge			\$579.65 DR
19 Nov 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$579.65		\$579.65 DR

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## Activity statement 004

<b>Date generated</b>	13 September 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

17 results found - from **13 September 2021** to **13 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Aug 2023	25 Aug 2023	Original Activity Statement for the period ending 30 Jun 23	\$6,007.00		\$0.00
1 Aug 2023	25 Aug 2023	- GST	\$807.00		
1 Aug 2023	25 Aug 2023	- PAYG Instalments	\$5,200.00		
24 Jul 2023	21 Jul 2023	Payment received		\$6,007.00	\$6,007.00 CR
11 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23	\$8,973.00		\$0.00
11 Apr 2023	28 Apr 2023	- GST	\$3,147.00		
11 Apr 2023	28 Apr 2023	- PAYG Instalments	\$5,826.00		
4 Apr 2023	3 Apr 2023	Payment received		\$8,973.00	\$8,973.00 CR
23 Dec 2022	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22	\$8,804.00		\$0.00
23 Dec 2022	28 Feb 2023	- GST	\$2,897.00		
23 Dec 2022	28 Feb 2023	- PAYG Instalments	\$5,907.00		
21 Dec 2022	20 Dec 2022	Payment received		\$8,804.00	\$8,804.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
13 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22	\$9,511.00		\$0.00
13 Oct 2022	28 Oct 2022	- GST	\$3,766.00		
13 Oct 2022	28 Oct 2022	- PAYG Instalments	\$5,745.00		
11 Oct 2022	10 Oct 2022	Payment received		\$9,511.00	\$9,511.00 CR
21 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22	\$9,129.00		\$0.00
21 Jul 2022	28 Jul 2022	- GST	\$3,497.00		
21 Jul 2022	28 Jul 2022	- PAYG Instalments	\$5,632.00		
15 Jul 2022	14 Jul 2022	Payment received		\$9,129.00	\$9,129.00 CR
27 Apr 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22	\$8,860.00		\$0.00
27 Apr 2022	28 Apr 2022	- GST	\$3,228.00		
27 Apr 2022	28 Apr 2022	- PAYG Instalments	\$5,632.00		
20 Apr 2022	19 Apr 2022	Payment received		\$8,860.00	\$8,860.00 CR
4 Mar 2022	4 Mar 2022	General interest charge			\$0.00
2 Mar 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21	\$9,273.00		\$0.00
2 Mar 2022	28 Feb 2022	- GST	\$3,641.00		
2 Mar 2022	28 Feb 2022	- PAYG Instalments	\$5,632.00		
28 Feb 2022	25 Feb 2022	Payment received		\$9,273.00	\$9,273.00 CR
7 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21	\$8,860.00		\$0.00
7 Oct 2021	28 Oct 2021	- GST	\$3,228.00		
7 Oct 2021	28 Oct 2021	- PAYG Instalments	\$5,632.00		
4 Oct 2021	1 Oct 2021	Payment received		\$8,860.00	\$8,860.00 CR

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**Belinda Hill Super Fund****ABN: 72 800 277 998****Activity Statement Preparation Report - Detail****For the period 1 July 2022 to 30 June 2023**

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**GST Detail**

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Description	Return Item	Gross (Inc GST)	GST
<b>Income (GST Collected)</b>			
<b><u>Sales Detail</u></b>			
Shortage of 2023 Rental Income		26,631.00	2,421.00
Interest Paid		432.62	0.00
Interest Paid		143.50	0.00
Interest Paid		63.12	0.00
Interest Paid		204.90	0.00
Interest Paid		283.64	0.00
Interest Paid		336.61	0.00
Interest Paid		406.67	0.00
Interest Paid		473.91	0.00
B HILL ENT PL CLINIC RENT X 2		5,918.00	538.00
B HILL ENT PL CLINIC RENT X 3		8,877.00	807.00
Interest Paid		527.28	0.00
Interest Paid		501.84	0.00
Interest Paid		623.10	0.00
Interest Paid		630.88	0.00
B HILL ENT PL CLINIC RENT X 3		8,877.00	807.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 3		8,877.00	807.00
B HILL ENT PL CLINIC RENT X 3		14,795.00	1,345.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 4		11,836.00	1,076.00
B HILL ENT PL CLINIC RENT X 1		2,959.00	269.00
B HILL ENT PL CLINIC RENT X 2		5,918.00	538.00
Interest on overpayment		2.76	0.00
<b>Total Sales</b>	<b>G1</b>	<b>158,498.83</b>	<b>13,988.00</b>
<b><u>Export Sales Detail</u></b>			
Nil			
<b>Export Sales</b>	<b>G2</b>		
<b><u>Other GST-Free Sales Detail</u></b>			
<b>Other GST-Free Sales</b>	<b>G3</b>		
<b>Total GST Collect on Sales</b>	<b>1A</b>		<b>13,988.00</b>

**Outgoings (GST Paid)**

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**Capital Purchases Detail**

Nil			
<b>Capital Purchases</b>	<b>G10</b>		

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**Belinda Hill Super Fund**  
**ABN: 72 800 277 998**  
**Activity Statement Preparation Report - Detail**  
**For the period 1 July 2022 to 30 June 2023**

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**Non-Capital Purchases Detail**

BPAY TO REVENUE NSW		4,318.30	0.00
TRANSACT TFR TO 969410604 G FERIZIS AND		330.00	0.00
TRANSACT TFR TO 969410604 G FERIZIS AND		330.00	0.00
TRANSACT TFR TO 969410604 G FERIZIS AND		6,270.00	416.00
TRANSACT TFR TO 969410604 G FERIZIS AND		3,520.00	229.00
Clear the Formation Expenses		1,100.00	0.00
<b>Non-Capital Purchases</b>	<b>G11</b>	<b>15,868.30</b>	<b>645.00</b>
<b>Total GST Paid on Purchases</b>	<b>1B</b>		<b>645.00</b>

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**Belinda Hill Super Fund**  
**ABN: 72 800 277 998**  
**Activity Statement Preparation Report - Detail**  
**For the period 1 July 2022 to 30 June 2023**

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**PAYG Withholding Tax Detail**

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Description	Return Item	Gross	Tax Withheld
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**Benefit Payment Detail**

Belinda Hill

Total Benefit Payments	W1		
Amounts withheld from benefit payments (W1)	W2		0.00
Total Amounts Withheld	W5		0.00

**Belinda Hill Super Fund**  
**2023 GST Reconciliation**

	Lodged	Actual		
Sep-22	\$ 3,766.00	\$ 3,228.00	\$ 538.00	Overpaid
Dec-22	\$ 2,897.00	\$ 3,619.00	-\$ 722.00	Underpaid
Mar-23	\$ 3,147.00	\$ 3,268.00	-\$ 121.00	Underpaid
Jun-23	\$ 807.00	\$ 3,228.00	-\$2,421.00	Underpaid
	\$ 10,617.00	\$ 13,343.00	-\$2,726.00	Underpaid
	Jun 2023 AS Revised		<u>\$ 2,726.00</u>	Extra should be paid
			\$ -	

## Transactions: GST Payable/Refundable - Belinda Hill Super Fund

Date Range: 01/07/2022 to 30/06/2023

## GST Payable/Refundable

	Date	Narrative	Debit	Credit	Balance	Quantity
GST Payable/Refundable						
	01/07/2022	Opening Balance	\$	0.00	\$ 0.00	Cr
	20/07/2022	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 1,076.00	Cr
	29/08/2022	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 2,152.00	Cr
	14/09/2022	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 3,228.00	Cr
	30/09/2022	BPAY TO TAX OFFICE PAYMENTS	\$ 2,897.00	\$	\$ 331.00	Cr
	30/09/2022	BPAY TO TAX OFFICE PAYMENTS	\$ 3,766.00	\$	\$ 3,435.00	Dr
	12/10/2022	B HILL ENT PL CLINIC RENT X 3	\$	807.00	\$ 2,628.00	Dr
	31/10/2022	B HILL ENT PL CLINIC RENT X 3	\$	807.00	\$ 1,821.00	Dr
	18/11/2022	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 745.00	Dr
	18/11/2022	TRANSACT TFR TO 969410604 G FERIZIS AND	\$ 416.00	\$	\$ 1,161.00	Dr
	06/12/2022	B HILL ENT PL CLINIC RENT X 3	\$	1,345.00	\$ 184.00	Cr
	19/01/2023	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 1,260.00	Cr
	10/02/2023	B HILL ENT PL CLINIC RENT X 2	\$	538.00	\$ 1,798.00	Cr
	28/02/2023	B HILL ENT PL CLINIC RENT X 3	\$	807.00	\$ 2,605.00	Cr
	24/03/2023	TRANSACT TFR TO 969410604 G FERIZIS AND	\$ 229.00	\$	\$ 2,376.00	Cr
	30/03/2023	B HILL ENT PL CLINIC RENT X 4	\$	1,076.00	\$ 3,452.00	Cr
	31/03/2023	BPAY TO TAX OFFICE PAYMENTS	\$ 3,147.00	\$	\$ 305.00	Cr
	05/06/2023	B HILL ENT PL CLINIC RENT X 1	\$	269.00	\$ 574.00	Cr
	19/06/2023	B HILL ENT PL CLINIC RENT X 2	\$	538.00	\$ 1,112.00	Cr
	30/06/2023	Shortage of 2023 Rental Income	\$	2,421.00	\$ 3,533.00	Cr
	30/06/2023	Jun 23 BAS	\$ 3,533.00	\$	\$ 0.00	Cr
		Total GST Payable/Refundable	\$ 13,988.00	\$ 13,988.00	\$ 0.00	Cr
		Total GST Payable/Refundable	\$ 13,988.00	\$ 13,988.00	\$ 0.00	Cr

Tax Free Taxable Calculator Super

**2017 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfers			\$ -			\$ -	
Conc Cont			\$ -			\$ -	
Non Con Cont		\$ 540,000.00	\$ 540,000.00		\$ 540,000.00	\$ 540,000.00	
Retirement Rollover		\$ 78,769.50	\$ 78,769.50		\$ 78,769.50	\$ 78,769.50	
Rollover In			\$ -			\$ -	
Pensions			\$ -			\$ -	
Lumps Sums			\$ -			\$ -	
Profit			\$ -			\$ -	
CB	\$ -	\$ 618,769.50	\$ 618,769.50	\$ -	\$ 618,769.50	\$ 618,769.50	\$ 1,237,539.00
Percentage	0.00%	100.00%		0.00%	100.00%		

**2018 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ -	\$ 618,769.50	\$ 618,769.50	\$ -	\$ 618,769.50	\$ 618,769.50	
Transfers			\$ -			\$ -	
Conc Cont	\$ 1,210.00		\$ 1,210.00	\$ 2,626.89		\$ 2,626.89	
Non Con Cont			\$ -			\$ -	
Retirement Ex			\$ -			\$ -	
Rollover In	\$ 298,836.60	\$ 31,348.68	\$ 330,185.28			\$ -	
Pensions			\$ -			\$ -	
Lumps Sums			\$ -			\$ -	
Movement in Asset Value	\$ 105,301.00		\$ 105,301.00	\$ 105,301.00		\$ 105,301.00	
Contribution Tax	-\$ 181.50		-\$ 181.50	-\$ 394.04		-\$ 394.04	
Net earnings after tax	\$ 45,825.09		\$ 45,825.09	\$ 45,825.09		\$ 45,825.09	
CB	\$ 450,991.19	\$ 650,118.18	\$ 1,101,109.37	\$ 153,358.94	\$ 618,769.50	\$ 772,128.44	\$ 1,873,237.81
Percentage	40.96%	59.04%		19.86%	80.14%		

**2019 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ 450,991.19	\$ 650,118.18	\$ 1,101,109.37	\$ 153,358.94	\$ 618,769.50	\$ 772,128.44	
Transfers			\$ -			\$ -	
Conc Cont	\$ 21,749.24		\$ 21,749.24	\$ 10,002.02		\$ 10,002.02	
Non Con Cont			\$ -			\$ -	
Retirement Ex			\$ -			\$ -	
Rollover In			\$ -	\$ 238,399.43		\$ 238,399.43	5/7/18 Aus Super
Pensions			\$ -			\$ -	
Lumps Sums			\$ -			\$ -	
Movement in Asset Value	-\$ 137,672.48		-\$ 137,672.48	-\$ 96,539.75		-\$ 96,539.75	
Contribution Tax	-\$ 3,262.34		-\$ 3,262.34	-\$ 1,500.30		-\$ 1,500.30	
Net earnings after tax	\$ 54,171.90		\$ 54,171.90	\$ 37,986.83		\$ 37,986.83	
CB	\$ 385,977.51	\$ 650,118.18	\$ 1,036,095.69	\$ 341,707.17	\$ 618,769.50	\$ 960,476.67	\$ 1,996,572.36
Percentage	37.25%	62.75%		35.58%	64.42%		

**2020 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ 385,977.51	\$ 650,118.18	\$ 1,036,095.69	\$ 341,707.17	\$ 618,769.50	\$ 960,476.67	
Transfers			\$ -			\$ -	
Conc Cont	\$ 20,078.90		\$ 20,078.90	\$ 3,646.91		\$ 3,646.91	
Non Con Cont		\$ 3,447.10	\$ 3,447.10			\$ -	
Retirement Ex			\$ -			\$ -	
Rollover In			\$ -			\$ -	
Pensions			\$ -			\$ -	
Lumps Sums			\$ -			\$ -	
Movement in Asset Value	-\$ 1,063.83		-\$ 1,063.83	-\$ 986.17		-\$ 986.17	
Contribution Tax	-\$ 3,011.85		-\$ 3,011.85	-\$ 547.05		-\$ 547.05	
Net earnings after tax	\$ 55,791.46		\$ 55,791.46	\$ 51,719.54		\$ 51,719.54	
CB	\$ 457,772.19	\$ 653,565.28	\$ 1,111,337.47	\$ 395,540.40	\$ 618,769.50	\$ 1,014,309.90	\$ 2,125,647.37
Percentage	41.19%	58.81%		39.00%	61.00%		

**2021 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ 457,772.19	\$ 653,565.28	\$ 1,111,337.47	\$ 395,540.40	\$ 618,769.50	\$ 1,014,309.90	
Transfers			\$ -			\$ -	
Conc Cont	\$ 17,300.97		\$ 17,300.97			\$ -	
Non Con Cont			\$ -			\$ -	
Retirement Ex			\$ -			\$ -	
Rollover In			\$ -			\$ -	
Pensions			\$ -			\$ -	
Lumps Sums			\$ -			\$ -	
Movement in Asset Value	\$ 65,352.88		\$ 65,352.88	\$ 59,647.13		\$ 59,647.13	
Contribution Tax	-\$ 2,595.15		-\$ 2,595.15			\$ -	
Net earnings after tax	\$ 60,007.21		\$ 60,007.21	\$ 54,768.19		\$ 54,768.19	
CB	\$ 597,838.10	\$ 653,565.28	\$ 1,251,403.38	\$ 509,955.72	\$ 618,769.50	\$ 1,128,725.22	\$ 2,380,128.60
Percentage	47.77%	52.23%		45.18%	54.82%		

**2022 Year**

Member	Belinda			Glenn			
	Taxable	Accumulation Tax Free	Total	Member Taxable	Tax Free	Accumulation Total	
OB	\$ 597,838.10	\$ 653,565.28	\$ 1,251,403.38	\$ 509,955.72	\$ 618,769.50	\$ 1,128,725.22	
Transfers	\$ 359,283.58	\$ 618,769.50	\$ 978,053.08	-\$ 359,283.58	\$ 618,769.50	-\$ 978,053.08	
Conc Cont	\$ 13,076.91		\$ 13,076.91			\$ -	
Non Con Cont			\$ -			\$ -	
Retirement Ex			\$ -			\$ -	
Rollover out			\$ -	-\$ 300,000.00		-\$ 300,000.00	
Pensions			\$ -			\$ -	
Excess NCC	-\$ 8,675.50		-\$ 8,675.50			\$ -	
Movement in Asset Value	\$ 105,154.25		\$ 105,154.25	\$ 94,845.75		\$ 94,845.75	
Contribution Tax	-\$ 1,961.55		-\$ 1,961.55			\$ -	
Net earnings after tax	\$ 60,403.62		\$ 60,403.62	\$ 54,482.11		\$ 54,482.11	
CB	\$ 1,125,119.41	\$ 1,272,334.78	\$ 2,397,454.19	\$ -	\$ -	\$ -	\$ 2,397,454.19
Percentage	46.93%	53.07%		0.00%	0.00%		

<b>Percentage</b>	<b>46.93%</b>	<b>53.07%</b>		<b>0.00%</b>	<b>0.00%</b>		
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## **PERMANENT DOCUMENTS**

- **Change of Trustee**
- **Establishment Deed**
- **2022 Investment Strategy**
- **ATO Trustee Declaration**
- **Member Application**
  - **BDBN**
- **Financial Agreement Pursuant – S90D**
  - **Prior Year FS**
  - **Prior Year ITR**
  - **Prior Year Audit Report**

Unread  
Sender to keep  
02 01004 10154 90060 50990



**SMSF DEED OF REMOVAL AND APPOINTMENT OF A TRUSTEE**

**BELINDA HILL SUPER FUND**

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## DEED OF Removal AND APPOINTMENT OF TRUSTEE

Date 30 September 2021

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### Parties

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1. GLENN ALLAN PRICE and BELINDA MAY PRICE of 35 THE CHASE, VALLEY HEIGHTS, NSW 2777 (the "Current Trustee").
2. BELINDA HILL PTY LTD - ACN 653 307 325 of 35 THE CHASE, VALLEY HEIGHTS, NSW 2777 (the "New Trustee").

### Recitals

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- A. The Current Trustee acts as Trustee of The BELINDA HILL SUPER FUND.
- B. The Fund was established by deed dated 05 June 2017 ("the Deed").
- C. BELINDA MAY PRICE is the Member ("the Member") of the Fund.

### Provisions

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1. The Current Trustee of the Fund hereby removes the Current Trustee pursuant to Rule 6 of the Fund's Rules.
2. The Current Trustee of the Fund hereby appoints the New Trustee as Trustee of the Fund pursuant to Rule 5 of the Fund's Rules.
3. The New Trustee by its execution of this Deed accepts the appointment as Trustee of the Fund and to be bound by the governing rules of the Fund.
4. The change in Trustee effected by this Deed does not result in a resettlement of the Fund at law, equity or under any Superannuation Laws.

EXECUTED AS A DEED BY:

---

**The Current Trustee**

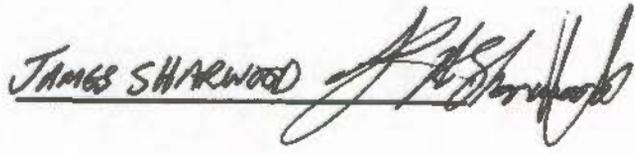
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GLENN ALLAN PRICE and BELINDA MAY PRICE of 35 THE CHASE, VALLEY HEIGHTS, NSW 2777:

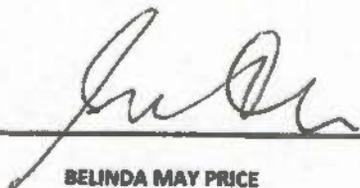
  
\_\_\_\_\_

GLENN ALLAN PRICE  
Current Trustee

Dated: 30/9/21

  
\_\_\_\_\_

Witness Name / Signature

  
\_\_\_\_\_

BELINDA MAY PRICE  
Current Trustee

Dated: 30/9/21

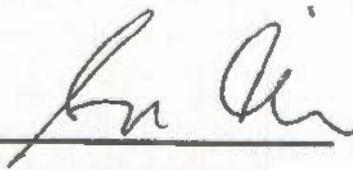
\_\_\_\_\_

Witness Name / Signature

**The New Trustee**

---

BELINDA HILL PTY LTD - ACN 653 307 325 of 35 THE CHASE, VALLEY HEIGHTS, NSW 2777 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_

BELINDA MAY PRICE  
Sole Director / Secretary

Dated: 30/9/21

# **B & G PRICE SUPER FUND**

**SMSF Trust Deed**

Prepared for:

**G Ferizis and Co**

# B & G PRICE SUPER FUND

SMSF Trust Deed

Prepared by:

**hunt & hunt**  
lawyers

Gateway  
1 Macquarie Place  
Sydney NSW 2000

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# Trust Deed

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**THIS DEED** is made on the date specified in the Schedule by the Trustee or Trustees named in the Schedule to this Deed.

## **Recitals**

The Trustees wish to establish a self-managed superannuation fund for the benefit of those people who become Members of the Fund on the terms and conditions set out in this Deed.

## **Agreed Terms**

### **A. Establishment**

The Trustee by this Deed establishes the Fund as a Self Managed Superannuation Fund. The Fund will be vested in the Trustees and will at all times be held, controlled and managed by the Trustees subject to the trusts, powers and provisions of this Deed and the Rules.

The Fund was established on the date specified in the Schedule.

### **B. Trustee**

The Trustees consent to act as trustees of the Fund with effect from the date specified in the Schedule and acknowledge by execution of this Deed that they have read and agree to be bound by this Deed and the Rules.

### **C. Fund Details**

The Fund will be in existence from the date specified in the Schedule and will be known by the name in the Schedule or such other name as the Trustees might in writing determine.

### **D. Fund Deed and Rules**

This Deed includes the Rules. The Rules are those attached to this Deed as amended from time to time.

### **E. Purpose of the Fund**

The Fund is to be maintained for the sole purpose of providing superannuation benefits for its Members and their Dependants.

### **F. Compliance**

The Trustee must ensure that the Fund, from the date of creation, continues its status as a Complying Self Managed Superannuation Fund as defined by and for the purposes of the *Superannuation Industry (Supervision) Act 1993*.

# Schedule

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**Creation Date:** 05 / 06 / 2017

**Fund Name:** B & G PRICE SUPER FUND

**Meeting Address:** 35 THE CHASE VALLEY HEIGHTS NSW 2777

**Trustee:** GLENN ALLAN PRICE  
BELINDA MAY PRICE

**Members:** GLENN ALLAN PRICE  
BELINDA MAY PRICE

# Execution

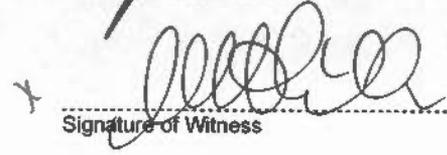
EXECUTED as a DEED

SIGNED SEALED and DELIVERED by  
GLENN ALLAN PRICE

x   
-----  
GLENN ALLAN PRICE

in the presence of:

Melissa Haynes x  
-----  
Please print name of Witness

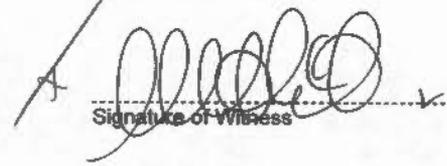
x   
-----  
Signature of Witness

SIGNED SEALED and DELIVERED by  
BELINDA MAY PRICE

x   
-----  
BELINDA MAY PRICE

in the presence of:

Melissa Haynes x  
-----  
Please print name of Witness

x   
-----  
Signature of Witness

# Rules of the Fund

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## 1. Definitions

In this Deed the following words or expressions have the meaning thereafter ascribed to them:

<b>Act</b>	The <i>SIS Act 1993</i> , the <i>Tax Act</i> , the <i>Corporations Act 2001 (Cth)</i> , the <i>Family Law Act 1975 (Part VIII B)</i> , the <i>Social Security Act 1991</i> , the <i>Veterans' Entitlements Act 1986</i> , any successor acts and all regulations made pursuant to the foregoing acts.
<b>Ancillary Purposes</b>	Those purposes as defined in section 62 of the <i>SIS Act</i> including the purpose of providing such benefits as the Regulator approves in writing.
<b>Application Form</b>	An application form provided by the Trustees for prospective members to complete and submit to the Trustees.
<b>Associate</b>	Has the meaning given by the <i>Act</i> .
<b>Auditor</b>	An auditor who is an Approved Auditor as defined in section 10(1) of the <i>SIS Act</i> or any successor <i>Act</i> or otherwise determined by the Regulator.
<b>Asset</b>	Means any asset that the Trustees hold for the purposes of the Fund.
<b>Benefit</b>	An entitlement payable or distributable by the Fund which may include a Pension or lump sum payment or transfer of an Asset.
<b>Benefit Arrangement</b>	Means any fund or arrangement established to receive superannuation contributions or amounts arising from such contributions. For example, it includes a superannuation fund, approved deposit fund, retirement savings account and the Superannuation Holding Accounts Special Account established under the <i>Small Superannuation Accounts Act 1995 (Cth)</i> .
<b>Beneficiary</b>	Includes Members and any person entitled at the relevant time to receive a payment from the Fund in respect of a Member and any other person who is a Beneficiary for the purposes of the <i>Act</i> .
<b>Binding Death Benefit Nomination</b>	A direction given to the Trustees by a Member in accordance with and subject to Rule 19 in such form and manner as the Trustees may from time to time specify which is a binding direction for the purposes of the <i>Act</i> as to payment of the Member's Death Benefit in the event of the Member's death.
<b>Child</b>	Includes an adopted child, a step child, an ex-nuptial child, a child of the Spouse of the Member and a child of the Member within the meaning of the <i>Family Law Act 1975 (Cth)</i> .
<b>Commutation Authority</b>	has the meaning given by Subdivision 136-B of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> .
<b>Complying Superannuation Fund</b>	A Self Managed Superannuation Fund which is compliant with Section 42A of the <i>SIS Act</i> .
<b>Constitutional Corporation</b>	A body corporate which is a trading or non-trading entity or financial corporation which is formed within the meaning of paragraph 51(xx) of the <i>Constitution of the Commonwealth of Australia</i> and to include a company incorporated under the provisions of the <i>Corporations Act 2001</i> .
<b>Contributions</b>	Amounts paid or property transferred to the Trustees for the benefit of a Member or Members.
<b>Core Purposes</b>	Those purposes as defined in section 62 of the <i>SIS Act</i> .

<b>Crystallised Reduction Amount</b>	Means the amount of the Excess Transfer Balance stated in an Excess Transfer Balance Determination.
<b>Death Benefit</b>	Means a benefit payable on a Member's death.
<b>Deed</b>	The deed establishing the Fund as amended from time to time.
<b>Dependant</b>	Includes a person who is the Spouse or Child of the Member or any other person with whom the Member has an Interdependency Relationship.
<b>Earnings</b>	Includes any income received and accrued, realised and unrealised gains and any other amount the Trustees believe should form part of the earnings.
<b>Eligible Rollover Fund</b>	A fund defined by regulation 10.01 of the SIS Regulations as an eligible rollover fund.
<b>Employer</b>	A person who engages an "employee" or "employees" for the purposes of section 17A of the <i>SIS Act</i> .
<b>Excess Concessional Contributions</b>	Has the meaning given by section 291-20 of the <i>Income Tax Assessment Act 1997</i> .
<b>Excess Contributions Tax</b>	Any tax imposed by reason of the Superannuation ( <i>Excess Concessional Contributions Tax</i> ) Act 2007 or the Superannuation ( <i>Excess Non-Concessional Contributions Tax</i> ) Act 2006 or successor legislation.
<b>Excess Transfer Balance</b>	Is an amount at a particular time by which a person's Transfer Balance in his/her Transfer Balance Account exceeds his/her Transfer Balance Cap at that time.
<b>Excess Transfer Balance Determination</b>	A determination issued by the Commissioner of Taxation under Division 136 of Schedule 1 of the <i>Tax Administration Act 1953 (CTH)</i> of the amount of the Excess Transfer Balance.
<b>Financial Year</b>	A year ended 30 June or that period of twelve months adopted by the Trustees as the Fund's financial year.
<b>Fund</b>	Means the fund referred to in the Schedule and established by this Deed.
<b>Gainful Employment</b>	That activity in which a person is engaged for gain or reward in any business, trade, profession, vocation, calling or occupation or if the Act prescribes a different meaning.
<b>General Transfer Balance Cap</b>	A person's General Transfer Balance Cap is: <ul style="list-style-type: none"> <li>(a) for the 2017-2018 financial year—\$1,600,000; or</li> <li>(b) for the 2018-2019 financial year or a later financial year—the amount worked out by indexing annually the amount mentioned in paragraph (a) in accordance with Subdivision 960-M of the <i>Tax Act</i> and to the extent permitted in section 960-285 of the <i>Tax Act</i>.</li> </ul>
<b>Interdependency Relationship</b>	Has the meaning given in the Act.
<b>Legal Personal Representative (LPR)</b>	The executor of the will or administrator of the estate of a deceased Member, the Trustee of the estate of a Member under a legal disability or a person who holds an enduring power of attorney granted by a Member.

<b>lump sum</b>	Includes an Asset, in the context of payment of benefits but not in circumstances of severe financial hardship or on compassionate grounds or to a former temporary resident under <i>SIS Regulations 6.20A</i> or <i>6.20B</i> .
<b>Manager</b>	The person or entity appointed by the Trustees to manage the Fund.
<b>Market Value</b>	The amount a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made: <ul style="list-style-type: none"> <li>(a) that the buyer and the seller dealt with each other at arm's length in relation to the sale;</li> <li>(b) the sale occurred after proper marketing of the asset; and</li> </ul> the buyer and seller acted knowledgeably and prudently in relation to the sale.
<b>Member</b>	Any person accepted by the Trustees as a member of the Fund and who has not ceased to be a Member and includes a person in receipt of a pension from the Fund.
<b>Member's Account</b>	An account established and maintained by the Trustees on behalf of a Member in accordance with Rule 17.
<b>Member's Accumulation Account</b>	A Member's Account established by the Trustees to accumulate the investments and earnings from contributions to the Fund by or on behalf of the Member.
<b>Member's Pension Account</b>	A Member's Account established by the Trustees from which the payment of a Pension will be debited.
<b>Non-Binding Death Benefit Nomination</b>	A nomination given to the Trustees by a Member in such form and manner as the Trustees may from time to time specify the direction of which the Trustees can but are not bound to follow in the event of the Member's death.
<b>Non-Concessional Contributions</b>	Has the meaning given by section 292-90 of the <i>Income Tax Assessment Act 1997</i> .
<b>Non-Concessional Contributions Cap</b>	Has the meaning given by section 292-85 of the <i>Income Tax Assessment Act 1997</i> .
<b>Old age pensions</b>	Has the meaning given by the Act.
<b>Payment Split</b>	Has the meaning given to that term in Part VIIIB of the <i>Family Law Act 1975 (Cth)</i> .
<b>Pension</b>	Means a benefit taken to be a pension payable by the Fund in accordance with the <i>SIS Act</i> .
<b>Pension Dependants</b>	Those entitled recipients specified in reg 6.21 (2A) and (2B) of the <i>SIS Regulations</i> .
<b>Permanent Incapacity</b>	In relation to a Member means ill health (whether physical or mental) where the Trustees are reasonably satisfied that the Member is unlikely, because of the ill health, to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience.
<b>Policy</b>	Means an insurance policy arranged by the Trustees in accordance with Rule 24.
<b>Product Disclosure Statement (PDS)</b>	A statement which provides a description of the features and benefits of the Fund.

<b>Preserved Benefits</b>	Means any part of an amount held in the Fund in respect of the Member that the Act requires to be retained in the Fund or another complying Benefit Arrangement until the Member has retired from the work force and attained the age specified by the Act, or until such other circumstances as the Act permits.
<b>Regulated Superannuation Fund</b>	A superannuation fund that is regulated as defined within section 19 of the <i>SIS Act</i> .
<b>Regulator</b>	The Commissioner of Taxation or any person or entity appointed to regulate the Fund as defined in section 10(1) of the <i>SIS Act</i> .
<b>Relative</b>	Has the meaning given by s17A(9) of the <i>SIS Act</i> .
<b>Release Request</b>	A release authority by the Commissioner of Taxation which authorises the Fund to release an amount from a Member's interest in the Fund and to pay it according to the instructions in the release authority.
<b>Reserve Account</b>	Means the Account referred to in Rule 23.
<b>Rules</b>	Means such one or more rules of the Fund.
<b>Self Managed Superannuation Fund</b>	A fund as defined in section 17A of the <i>SIS Act</i> .
<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>
<b>Splittable Contributions</b>	An amount that has the meaning for the purposes of Part 6 of the SIS Regulations.
<b>Spouse</b>	In relation to a person includes: <ul style="list-style-type: none"> <li>(a) another person who is legally married to the person;</li> <li>(b) another person who although not legally married to the person, lives with the person on a genuine domestic basis; and</li> <li>(c) another person (whether of the same sex or a different sex) with whom the person is or was in a relationship that was registered under a law of a State or a Territory prescribed for the purposes of Section 2E of the <i>Acts Interpretation Act 1901</i> (Cth) as a kind of relationship prescribed for the purposes of that section.</li> </ul>
<b>Superannuation Entity</b>	<ul style="list-style-type: none"> <li>(a) a Regulated Superannuation Fund, or</li> <li>(b) an approved deposit fund, or</li> <li>(c) retirement savings account; or</li> <li>(d) eligible rollover fund</li> </ul> <p>or any other arrangement which the Trustees determined should be treated for the purposes of the Fund as a Superannuation Entity.</p>
<b>Superannuation Interest</b>	In relation to a Member means an interest in the Fund or such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustees with reference to section 307-200 of the Tax Act and relevant Regulations.
<b>Superannuation Law</b>	<ul style="list-style-type: none"> <li>(a) the <i>SIS Act</i></li> <li>(b) the Tax Act;</li> <li>(c) the Family Law Legislation;</li> </ul>

- (d) the *Corporations Act 2001* (Cth);
- (e) the *Bankruptcy Act 1966* (Cth);
- (f) the *Anti-Money Laundering and Counter-Terrorist Financing Act 2006* (Cth);
- (g) any replacement or additional Commonwealth or State law; and
- (h) any other present, future or proposed legal requirements with which the Trustees:
  - (1) are legally obliged to comply; or
  - (2) must comply to obtain the maximum Tax concessions available to the Fund.

<b>Tax</b>	Includes all actual or anticipated tax, Surcharge, levy or impost on income, capital gains and superannuation contributions, stamp, financial institutions, registration and other duties, bank accounts debits tax, goods and services tax and other taxes, levies, imposts, deductions and charges together with interest, fines and penalties (if any) and charges, fees or other amounts made or payable in respect of them
<b>Tax Act</b>	Either or both of the <i>Income Tax Assessment Act 1936</i> and the <i>Income Tax Assessment Act 1997</i> (as the case may be including any replacement, modification of supplement to those Acts).
<b>Taxable Component</b>	Has the meaning given by section 995-1(1) of the <i>Tax Act</i> .
<b>Temporary Incapacity</b>	In relation to a Member, who has ceased to be gainfully employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be gainfully employed) means ill-health (whether physical or mental) that caused the Member to cease to be gainfully employed but does not constitute Permanent Incapacity)
<b>Termination Date</b>	The date on which the Fund terminates.
<b>Transfer Balance</b>	A person's Transfer Balance in his/her Transfer Balance Account at a particular time equals the sum of the Transfer Balance Credits less the sum of the Transfer Balance Debits in the account at that time as set out in Subdivisions 294B and 294C of the <i>Tax Act</i> .
<b>Transfer Balance Account</b>	A person's Transfer Balance Account tracks the net value of a person's superannuation interests supporting superannuation income streams in retirement phase, according to Transfer Balance Credits and Transfer Balance Debits to that account. A person starts to have a Transfer Balance Account on the later of: <ul style="list-style-type: none"> <li>(a) 1 July 2017; and</li> <li>(b) the day the person first starts to be a retirement phase recipient (as defined in s.294-20 of the <i>Tax Act</i>) of a superannuation income stream (as defined in section 307-70 of the <i>Income Tax Assessment Regulations 1997</i> (CTH).</li> </ul>
<b>Transfer Balance Cap</b>	A person's Transfer Balance Cap for the financial year in which a person first starts to have a transfer balance account is equal to the General Transfer Balance cap for that financial year.

Note: The amount of the transfer balance cap is modified for child recipients: see Subdivision 294-E.

A person's Transfer Balance Cap for a later financial year is equal to person's Transfer Balance Cap for the previous year, subject to section 294-40 (which is about proportional indexation).

A person's **General Transfer Balance Cap** is:

- (a) for the 2017-2018 financial year—\$1,600,000; or
- (b) for the 2018-2019 financial year or a later financial year—the amount worked out by indexing annually the amount mentioned in paragraph (a) in accordance with Subdivision 960-M of the *Tax Act* and to the extent permitted in section 960-285 of the *Tax Act*.

**Transfer Balance Credit** Has the meaning given by section 294-25 of the *Tax Act*.

**Transfer Balance Debit** Has the meaning given by section 294-80 of the *Tax Act*.

**Trustee** A person or company that has been appointed a trustee of the Fund. Where there is more than one trustee it refers to each trustee for the time being of the Fund. The expression also includes replacement or additional trustees.

## 2. Purpose of the Fund

- 2.1. The Trustees must ensure that the Fund is maintained for one or more of the Core Purposes or for one or more of the Core Purposes and for one or more of the Ancillary Purposes permitted under the *SIS Act* and for no other purpose.
- 2.2. If the Trustee is not a company the sole or primary purpose of the Fund is the provision of old age pensions.
- 2.3. The Trustees must cause the Fund at all times to be a Regulated Superannuation Fund.

## 3. Trustees

### Who may be a Trustee?

- 3.1. A Trustee may be a natural person or a company.
- 3.2. An individual may only be a Trustee if the individual is a Member or a LPR of a Member or a parent or guardian of a Member who is under a legal disability because of age and does not have a LPR.
- 3.3. A company may only be a Trustee if all the directors of the company are Members.
- 3.4. Notwithstanding the above rules the LPR of a Member may be:
  - (a) a director of the Trustee in place of the Member during any period when:
    - (1) the Member is under a legal disability; or
    - (2) the LPR has an enduring power of attorney in respect of that Member; or
  - (b) an alternate director of the Trustee where that Member is also a director of the Trustee but the alternate director may only act as director when the Member is not performing his/her duties and powers as a director.
- 3.5. Notwithstanding the above rules if there is only one person who is a Member then:
  - (a) that Member or a LPR of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a LPR and one other natural person who is a Relative of the Member or is a person who is not an Employer of the Member may be the Trustee; and

- (b) a company may be the Trustee the sole director of which is the Member or a LPR of the Member or the company may have two directors one of which is the Member or the LPR of the Member and another person who is a Relative of the Member or is a person who is not an Employer of the Member.
- 3.6. A member cannot be appointed as Trustee:
- (a) if they have a legal disability but a LPR of that Member can be appointed as a Trustee on their behalf;
  - (b) if they are under a legal disability because of age but a parent or guardian of that Member can be appointed as a Trustee on their behalf provided the Member does not have a LPR.
- 3.7. A Regulator may appoint a person or company as Trustee.
- 3.8. A Trustee will comply with all requirements under the *Act* in relation to their appointment.
- Who may not be a Trustee?**
- 3.9. A person cannot be a Trustee if that person is a disqualified person under the *SIS Act*.
- 3.10. A body corporate cannot be a Trustee if that body corporate is a disqualified person under the *SIS Act*:
- (a) the company knows, or has reasonable grounds to suspect, that a director is a disqualified person under the *SIS Act* and the disqualification has not been waived or revoked;
  - (b) an administrator or provisional liquidator has been appointed;
  - (c) a receiver, or a receiver and manager has been appointed over the property beneficially owned by the company; and
  - (d) the company has begun to be wound up.
- 3.11. If a Member of the Fund is a person who is under a legal disability because of age and does not have a LPR and a parent or guardian of that Member is a Trustee in place of the Member, then the Trustee of the Fund cannot be a body corporate.

#### **4. Compliance with Superannuation Law**

##### **4.1. The provisions of this clause 4 override any other provisions of this Deed**

The Trustees must comply with the requirements of the Superannuation Law and are fully empowered (without being obliged) to comply with any provision or standard of the Superannuation Law which is not a requirement.

##### **4.2. Power to comply with the Superannuation Law**

- (a) The Trustees may:
  - (1) do anything that the Trustees are required to do or that the Trustees consider necessary, expedient or desirable to comply with any requirement of the Superannuation Law (including expending monies of the Fund); and
  - (2) refrain from doing anything (including, without limitation, delaying or refusing any request or transaction in connection with a Beneficiary's interest in the Fund) that would result in a breach of, or the Trustees breaching, a requirement of the Superannuation Law.
- (b) The Trustees may rely on anything (including any statutory presumptions available to it) in the Superannuation Law, to the extent that the Trustees are entitled to do so in their capacity as trustee of the Fund.
- (c) The Trustees are entitled to be indemnified out of the assets of the Fund for any Liabilities that the Trustees properly incur pursuant to this clause.

#### **4.3. Deemed compliance**

The Trustees are deemed to comply with the Superannuation Law and this Deed if the Regulator:

- (a) is satisfied that the Trustees have complied with the Superannuation Law;
- (b) determines that the Fund will be treated as if it had complied with the Superannuation Law; or
- (c) has advised the Trustees that it will not take action against the Trustees or the Fund in respect of a failure to comply with the Superannuation Law.

#### **4.4. Conflict with the Superannuation Law**

- (a) To the extent that any provision, or part of a provision, of this Deed conflicts with the Superannuation Law or is invalid for any other reason whatsoever:
  - (1) that provision, or part, must be read down, changed, construed or severed to avoid such conflict or invalidity; and
  - (2) to the extent that such conflict or invalidity cannot be avoided, the provision or part of the Superannuation Law shall prevail to the extent of the conflict or invalidity only and the provision, or part, will be of no effect and will not affect the remainder of this Deed.
- (b) If a provision of this Deed would otherwise be void under the Superannuation Law because it:
  - (1) subjects the Trustees to direction by another person; or
  - (2) permits a person to exercise a discretion without the consent of the Trustees;other than in the circumstances permitted by the Superannuation Law, the Trustee's consent is required for the giving of the direction or the exercise of the discretion.

### **5. Trustee Appointment**

**5.1.** Upon establishment of the Fund a person is appointed as Trustee provided that the person:

- (a) has agreed to their appointment as Trustee by execution of the Deed;
  - (1) has consented in writing to become a Member or is a LPR on behalf of a person and has consented in writing to that person becoming a Member or is a parent or guardian of a Member who is under a legal disability because of age and does not have a LPR and has consented in writing to that person becoming a Member; and
  - (2) if the Fund has only one Member, is a Relative of the Member or is a person who is not an Employer of the Member;
- (b) has read and understood the PDS and agrees to be bound by the Deed and the Rules of the Fund; and
- (c) is not a disqualified person under the *SIS Act*.

**5.2.** Upon establishment of the Fund a company is appointed as Trustee provided that the:

- (a) the company and its directors have agreed to its appointment as Trustee by execution of the Deed;
- (b) all directors have consented to become Members or they are the LPR of a person and have agreed in writing to that person becoming a Member;
- (c) if the Fund has only one Member and two directors, the director that is not a Member is a Relative of the Member or is a person who is not an Employer of the Member;

- (d) the company and its directors have read and understood the PDS and agree to be bound by the Rules of the Fund; and
  - (e) the company or its directors are not a disqualified company or person under the *SIS Act*.
- 5.3. Subject to the provisions of these Rules and in particular Rule 3.11, where the Trustees accept a person as a Member that person or a parent or guardian of that person who is under a legal disability because of age and does not have a LPR or a LPR of that person is appointed as a Trustee unless that person or a LPR of that person becomes a director of a company which is the Trustee.
- 5.4. On retirement of a Trustee one of the following is appointed Trustee in place of the Trustee who has retired (provided the person or company is not already a Trustee):
- (a) if the retiring Trustee is a person, another person who is a Member or a LPR of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a LPR or a company of which that Member or LPR of that member is a director; and
  - (b) if the retiring Trustee is a company, a company all the directors of which are Members or are the LPR's of Members, or all the persons who are Members or in place of a Member the LPR of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a LPR.

## 6. Trustee Removal

- 6.1. A Trustee will hold office until:
- (a) the Trustee retires in accordance with this Rule
  - (b) being a Constitutional Corporation, it goes into liquidation or has a receiver appointed or enters into administration;
  - (c) the Trustee is removed, or ceases to be eligible to act as Trustee under the *Act*; or
  - (d) being a natural person, the Trustee dies
- 6.2. A Trustee may retire at any time.
- 6.3. If the Fund has only one Member, a person who is not a Member and who is a Trustee may retire as a Trustee provided that another person who is a Relative of the Member or is a person who is not an employer of the Member is appointed as a Trustee.
- 6.4. A company may retire as a Trustee provided:
- (a) all the directors of that company are appointed as Trustees; or
  - (b) another company is appointed as a Trustee where all directors of the resigning company are also directors of the company being appointed as Trustee.
- 6.5. A Trustee may retire as Trustee of the Fund so long as a new Trustee has first been appointed as a Trustee of the Fund.

### Trustee retirement

- 6.6.
- (a) If all Trustees, who are natural persons retire, a company may be appointed the sole Trustee of the Fund in their place, provided the directors of that company are the Members or a LPR in place of a Member;
  - (b) Where 2 or more Trustees were originally appointed it is not obligatory (unless required to satisfy the conditions in s17A of the *SIS Act*) to fill up the original number of Trustees on the retirement of a Trustee. In these circumstances a retiring Trustee, provided that, if in order to vest any part of the Fund Assets in the continuing Trustees alone, it is necessary that it should be duly transferred, the retiring Trustee shall not be discharged in respect of that part until it is duly transferred.

**6.7.** A person or company is removed as Trustee:

- (a) if a Member is the Trustee, when that person ceases to be a Member;
- (b) if a Member is the Trustee, when that person is incapable of acting as Trustee unless a LPR of the Member is appointed as Trustee in place of the Member;
- (c) if the Trustee is a company, on the date four months from the time one or all directors of the company cease to be Members or the LPRs of the Members;
- (d) on the date the Trustee is prohibited from being a Trustee under the Rules or the Act;
- (e) if the continued appointment of the Trustee will result in the Fund losing its status as a Complying Superannuation Fund; and
- (f) when the Member is no longer under a legal disability because of age where the person is Trustee as parent or guardian of and in place of that Member.

**7. Trustee Remuneration and Indemnification**

**7.1.** No Trustee of the Fund will receive any salary or remuneration from the Fund for acting as Trustee.

**7.2.** The Trustees and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by the Act, and by law, to be indemnified from the Fund against all liabilities incurred by each of them in connection with execution, attempted execution, or in respect of non-execution of the Trustee's powers and discretions under this Deed.

**7.3.** Subject to the Act, the Trustee and its directors and officers may recover from the Fund amounts necessary:

- (a) to meet the indemnities referred to in Rule 7.2; and
- (b) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.

To this end, to the maximum extent permitted by the Act, the Trustee and its directors and officers have, and may exercise, a lien over the Fund.

**7.4.** If liabilities are incurred by a Trustee or former Trustee in the management, administration, maintenance, or operation of the Fund, then the Trustee may apply the assets of the Fund in indemnification of itself or a former Trustee provided all actions performed by the Trustee or the former Trustee in respect of which indemnification is sought were honest or the required degree of care and diligence was exercised.

**8. Trustee Meetings**

**8.1.**

- (a) The Trustees may meet as and when required to make decisions in performance of their obligations as Trustees of the Fund under the provisions of this Deed, the Rules or the Act. Reasonable notice of such meetings is required in the manner set out in clause 8.2.
- (b) The Trustees may adjourn and regulate their meetings as they see fit.
- (c) If there is more than one Trustee, the Trustee must meet if Members, whose account balances combined equal or exceed fifty percent of the Fund's cumulative account balance, serve notice of meeting on the Trustee requiring the Trustee to make a decision regarding an issue relating to the Fund, its administration or management. 14 days notice of such meetings is required in the manner set out in clause 8.2.

**8.2.** Written notice of meetings must be given to each Trustee at their last nominated mail, facsimile or email address stating the:

- (a) place, date and time for the meeting; and
- (b) the general reason for the meeting.

- 8.3. If a Trustee is able to attend the meeting through a communication link established by telephone, audio or audio-visual communication or other approved device, all proceedings will be valid and effective as if that person were physically present.
- 8.4. At any meeting of Trustees a quorum will be formed with the presence of those Trustees who represent Members, the balance of whose Member's Accounts in aggregation exceeds one half of the aggregated amount of all Member's Account balances.
- 8.5.
- (a) The Trustees will determine by majority approval at the first meeting of Trustees one of the following as the method by which Trustees will be entitled to cast votes at all meetings of Trustees:
    - (1) each Trustee being entitled to cast the number of votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each; or
    - (2) each Trustee being entitled to cast one vote each.
  - (b) If the Trustees fail to make a determination in accordance with clause 8.5(a), clause 8.5(a)(2) will apply.
  - (c) If clause 8.5(a)(2) applies and there is a deadlock in making any Trustee decision, the deadlock shall be resolved by weighting each Trustee's votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each
- 8.6. A resolution will be passed by a majority of votes of those who are present at the meeting and who are entitled to vote.
- 8.7. A person may appoint, in writing, another person to act as that person's proxy at any Trustee meeting.
- 8.8. If a written resolution has been signed by all persons entitled to attend a Trustee meeting, the resolution in the terms stated will be deemed as passed at the time and date which the document was last signed by any such person. More than one identical written resolution, each of which has been signed by one or more persons, will constitute one document.

## 9. Trustee Records and Registers

The Trustee must create and keep such records and registers of the Fund and decisions made as are required by this Deed and the *Act*.

## 10. Trustee Powers

- 10.1. In addition to those powers, authorities and discretions conferred on the Trustees by this Deed, the Rules, the Superannuation Law or the *Act*, the Trustee will have the following additional powers:

**Act notwithstanding personal interest:** generally to exercise or concur in exercising all the foregoing powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any person being a Trustee or any person being a director or shareholder of a Trustee or any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other settlement or in his/her personal capacity or a shareholder or director or as a relative of the Trustee or relative of a director or shareholder of a Trustee or member or partner of any company or partnership or as a unit holder in any Unit Trust or beneficiary of any Discretionary Trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee, but provided that this power may only be exercised in the circumstances permitted by the *SIS Act* and the *SIS Regulations*.

**Assets:** to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any item or asset comprising the whole or part of the Fund;

**Assurance Policies:** to effect or acquire policies of life assurance of any kind on the life of any Member or in respect of sickness, disability or accident to any Member, to pay premiums, transfer, surrender, change the place of and deal with the policies in any way whatsoever, to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy over the life of any person;

**Bank accounts:** to establish and close a bank account with any bank or financial institution in the name of the Trustees as Trustee for the Fund;

**Borrow:** to borrow as permitted by the Act to any percentage of the valuation of the security provided, as approved by the Trustee so long as it is in accordance with the investment strategy;

**Calculating Exempt Income:** may use the proportionate method to calculate exempt income or if the circumstances permit, may classify assets as segregated current pensions assets or segregated non-current assets;

**Choses in action:** to acquire choses in action including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary relinquish or otherwise deal with the choses in action in any way on terms and conditions as the Trustees see fit;

**Corporate Securities:** in reference to any entity in which the Trustees hold shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned ("securities"), may exercise the following powers in addition to those conferred by law:

- (a) pay calls on securities or to permit securities to be forfeited and sold;
- (b) purchase securities and to take up securities of a new issue;
- (c) attend meetings personally or by proxy, attorney or representative and vote at the discretion of the Trustees;
- (d) sell securities at such price and upon such terms with or without security as the Trustee decides;
- (e) agree to any arrangement relating to the sale, transfer or exchange of any securities, or modifying any rights, privileges or interests in relation to the securities, to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any company in which any securities form the whole or any part of the Fund, or by which any such securities are substituted or given in exchange, either wholly or partly for other securities, whether in the same company or not, for any such purpose to deposit, surrender or exchange any scrip or documents of title relating to the securities and generally to manage and deal with any securities as if the Trustee owned them beneficially; and
- (f) agree in respect of a winding up with the liquidator of a company or any member of such company or any other person, in all things as the Trustee will decide, for the division or partition in kind or specie of the assets or property of whatsoever nature of the company and to accept any of the assets and property in payment or satisfaction of any interest of the Trustee in the company with power to pay any moneys by way of equality of division or partition;

**Custodian:** the appointment of a custodian to hold the legal title of any asset which has been acquired or is to be acquired by the Trustees on such terms as the Trustees think fit;

**CGT Relief:** may seek CGT relief where assets supporting Member's Pension Accounts are allocated or reapportioned to support Member Accumulation Accounts prior to 1 July 2017;

**Debt:** if the Trustees believe that funds are required to be set aside to cover any liability or debt, to meet that liability or debt from the assets of the Fund, provided the Trustees are permitted by Superannuation Law;

**Delegation:** the Trustees may delegate to any one or more persons, firms or companies on such terms as the Trustees may think fit any of the authorities, powers and discretions conferred upon the Trustees. Without limiting this general power the Trustees may:

- (a) appoint from time to time any one or more persons, firms or companies as the Trustees may think fit to act as Manager, custodian or investment manager subject to such conditions as the Trustees may from time to time determine;
- (b) delegate to and confer upon the Manager, custodian or investment manager such authorities, power or discretions, including the Trustees' power of delegation, as the Trustees may think fit;
- (c) pay out of the Fund to any Manager, custodian, investment manager or other delegate such remuneration for its services as the Trustees consider proper; and
- (d) remove from time to time any Manager, custodian or investment manager.

**Expenses:** to pay expenses from the assets, Reserves or income of the Fund, including:

- (a) Management expenses: including all costs, charges and expenses relating to management of the Fund, which may include acquiring the services of specialists or administrators;
- (b) General expenses: including all costs, charges and expenses in connection with any real or personal property, which may include insurance premiums, rates, taxes, rent, repairs and any other expense the Trustees may consider necessary;

**Excess Non-Concessional Contributions:** Provided it is permitted by the Act, to allow a Member to withdraw Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings;

**Franchises:** to acquire, sell or otherwise deal with franchises, franchise agreements, licences and related dealings;

**Futures contracts and options:** provided the Trustees maintain a risk management strategy, to engage brokers or commission agents, vary and determine terms of any such engagement directly or through a broker or agent in any market in any part of the world to:

- (a) buy, sell, open, close-out or otherwise deal in futures contracts of all kinds;
- (b) enter into, vary, exercise, abandon or sell any put or call option or rights;
- (c) place bids, make offers, hedge and effect orders including buy, sell, straddle, switch and stop-loss order;
- (d) tender and take delivery of commodities and currencies which are the subject of any futures contract or option; and
- (e) otherwise do and perform all things to operate on, utilise or deal with facilities of any stock or futures exchange.

**Gifts:** to receive property by gift or by distribution under a will or under the provisions of any other trust or otherwise from any person as an addition to the Fund, whether subject to liabilities or not and to hold these gifts according to the Rules and to administer such additions under these provisions;

**Incidental Powers:** to do all such other things as may be incidental to the exercise of the powers, rights, discretions otherwise provided by the Deed, the Rules or by law;

**Indemnities:** to give indemnities to or on behalf of any person that the Trustees think fit.

**Intellectual property:** to apply for, purchase or otherwise acquire and to sell intellectual property (including patents, patent rights, copyrights, trade marks, designs, formulas, licenses, concessions, know-how and the like), conferring any exclusive or non-exclusive or limited right to use intellectual property rights as well as develop or grant licenses in respect of intellectual property rights or information so acquired;

**To Let:** to lease, rent and let property owned by the Fund or held by the Trustees pursuant to the provisions of these Rules upon terms and conditions as the Trustees may decide, to accept surrenders from and to make arrangements with a lessee or tenant as the Trustees may consider appropriate;

**Lease:** to rent premises, to acquire the interest of any lessee in any lease, purchase, hire, take on lease, grant leases, sub-leases, tenancies or rights of any nature to any real estate, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other personal property of any description;

**Legal proceedings:** to institute, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same and to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustees may decide;

**Lend:** may lend and advance moneys as permitted by the Act;

**Licences:** may acquire, sell or transfer any licence or permit which the Trustees sees fit to engage or facilitate any business which the Trustees are permitted to under these Rules or the Act;

**Power of attorney:** in the exercise of all or any of the powers herein confirmed upon the Trustees to appoint an attorney and to execute any power of attorney or such other instrument that the Trustees consider necessary for the exercise of those powers, provided it is permitted at law;

**Property:** to maintain and preserve in good condition any:

- (a) real property: and to acquire, dispose of, exchange, strata title, subdivide, mortgage, sub-mortgage, lease, sub-lease, grant, release or vary any right or easement or otherwise deal with any interest in real property;
- (b) personal property: and to acquire, dispose of, exchange, hire, lease, mortgage or otherwise deal with any interest in personal property;

**Raise Financial Accommodation:** the fund may raise money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange or other negotiable instrument where permitted by the Act. Any money raised by the Trustee will form part of the Fund;

**Release of powers:** by irrevocable deed to renounce and release any power conferred on the Trustees under the Rules in respect of the whole or any part of the Fund or the income or any part thereof;

**Specialists:** to employ or engage and pay from the Fund, agents or professionals including such managers, agents, self managed superannuation fund advisers, solicitors, barristers, auditors, accountants, brokers, surveyors or other persons to transact any business or to do any act required to be done in connection with the administration and management of the Fund, to act upon the opinion or advice of these agents or professionals without being responsible for any loss or damage occasioned by so acting;

**Subdivision of Property:** to partition or to subdivide any property or interest in property which may be subject to these trusts and to pay moneys by way of equality or partition;

**Trustee's power to deal with itself:** notwithstanding any rule or law or equity to the contrary, and provided the in-house assets rules are complied with:

- (a) to acquire, as property of the Fund, the legal and beneficial interest in real or personal property which is, at the date of acquisition, the absolute property of the Trustee provided that any property so acquired is acquired for a consideration not greater than the current Market Value of the property and upon such acquisition the beneficial interest in the property will be held by the Trustee according to the Rules;
- (b) to dispose of any beneficial interest in property of the Fund to itself;

- (c) to lease to the Fund any real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee; and
- (d) to lease any property of the Fund to itself;

**Unit trust interests:** to acquire units or sub-units of any fixed or flexible unit trust whether by way of application or purchase or by way of settlement by the Trustee in the establishment of such unit trust and to exercise all rights and perform all obligations and receive all distributions as a holder of any units in such a trust.

- 10.2. These powers will be in addition to any other powers, authorities and discretions vested in the Trustee by another provision of the Deed, the Rules, or by Superannuation Law.
- 10.3. These powers will not be limited by, or be construed so as to be limited by any other powers, authorities and discretions otherwise provided by the Deed, the Rules, or by Superannuation Law.
- 10.4. In exercising these powers the Trustees must ensure at all times that the Fund remains a Complying Superannuation Fund.
- 10.5. A Trustee who is a natural person may be a director of any company in which any moneys forming part of the Fund are from time to time invested and may receive remuneration attached to such office without being liable to account for it unless that appointment would compromise or affect the Fund's status as a Complying Superannuation Fund.
- 10.6. Subject to the terms of these Rules the Trustees may exercise or concur in exercising all powers and discretions given under this Deed or by law, notwithstanding that it or any person who is a director or shareholder of the Trustee has or may have a direct or indirect interest in the result of exercising such powers or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee at the time is the sole Trustee.

## 11. The Trustees May Borrow as Permitted by the Act

- 11.1. In general circumstances and unless permitted by the Act and the Rules, the Trustees must not:
  - (a) borrow money;
  - (b) maintain an existing borrowing of money;
  - (c) recognise, or in anyway encourage or sanction, a charge over, or in relation to a Member's Benefits; and
  - (d) give a charge over, or in relation to, an asset of the Fund.
- 11.2. The Trustees may borrow funds if permitted by the Act provided:
  - (a) the asset is held in trust and the Fund will hold a beneficial interest in the asset;
  - (b) the Fund may acquire legal and beneficial ownership of the asset; and
  - (c) the rights of the lender against the Fund for default on the borrowing are limited to the rights relating only to the asset acquired with the borrowed funds.

## 12. Assets

- 12.1. The Trustees must not acquire an asset from a Member or an Associate of a Member unless that asset is an allowable acquisition under the Act and acquired at Market Value.
- 12.2. Except if required for the purposes of limited recourse borrowing arrangements permitted under these Rules and the SIS Act, the money or assets of the Fund must be held in the Trustees' names and must be held separately from any money or assets held by the Trustees personally, or that are money or assets, as the case may be, of a standard employer, standard employer sponsor, or an associate of a standard employer sponsor, of the Fund or any other person unless otherwise allowed by the SIS Act.

### **13. Trustee May Receive Gifts or Distributions**

A gift or distribution made to the Fund may be accepted and allocated to Earnings, a Reserve or a Member's Account or applied for any purpose as the Trustees determine including the payment of a Pension to a Member or Pension Dependant in the event of the Member's death, provided the status of the Fund as a Complying Superannuation Fund is not affected or compromised and the receipt or gift or the payment is permitted by the *Tax Act*.

### **14. Members**

**14.1.** The Trustees have absolute discretion as to who is admitted as a Member provided:

- (a) that person or that person's LPR or that person's parent or guardian (where that person is under a legal disability because of age and does not have a LPR) has provided the Trustees with an Application Form and has read and agreed to be bound by the Deed and Rules of the Fund;
- (b) the admittance of that person as a Member would not affect or compromise the Fund's status as a Complying Superannuation Fund; and
- (c) the person or LPR of the person applying will accept the appointment as Trustee or director of a company that is the Trustee and is not a disqualified person; or
- (d) a parent or guardian of that person, where that person is under a legal disability because of age and does not have a LPR, will accept the appointment as Trustee and is not a disqualified person.

**14.2.** The Trustees must admit any person as a Member where that person will be paid a Pension from the Fund.

**14.3.** If the Fund is a sole member Fund, the Member may give written notice to the Trustees stating that no other Member will be admitted to the Fund.

**14.4.** If a Member transfers a property to the Fund, the Member may give written notice to the Trustees stating that the property is to be held specifically for that Member with no other Member to obtain an interest in that property. The Trustees may decline to accept that transfer or may accept that transfer on terms and conditions at the discretion of the Trustees and any expenses of the Fund attributable to that property will be payable from the Member's Account.

**14.5.** A parent or guardian of a Member who is a Trustee of the Fund in place of that Member (because that Member is under a legal disability because of age and does not have a LPR), may exercise on behalf of that Member any rights or functions which that Member could exercise under the Rules (except those referred to in Rule 19.2) provided such exercise is permitted by the *Act* and will not affect or compromise the Fund's status as a Complying Superannuation Fund.

### **15. Members Application**

**15.1.** The Trustees will not admit any person as a Member of the Fund unless that person has submitted an Application Form. The Trustees are not required to admit a person who the Trustees do not believe has read or understood the Rules or the Deed or who has not agreed to be bound by the Deed and Rules of the Fund.

**15.2.** Upon death of a Member, any person who may be entitled to receive a Pension Benefit and does not wish to become a Member, or if the Trustees decides not to admit that person as a Member, then the Trustees must transfer the amount that would have funded the Pension to another Benefit Arrangement. The transfer of any amount must be in accordance with Rule 29. Once the Trustees have received all relevant documentation, including the Application Form and any other documentation the Trustees may require, the Trustees may in its absolute discretion admit or refuse to admit that person as a Member of the Fund.

**15.3.** The terms and conditions applicable to a Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member, may be varied by written agreement between the Trustees and the Member.

15.4. As soon as practicable after the admission of a person as a Member of the Fund the Trustees will give to that Member any information required by the Act.

## 16. Termination of Membership

16.1. The Trustees have absolute discretion to expel any Member of the Fund. That if a Member ceases to be a Member of the Fund, he or she must retire as a Trustee of the Fund or a director of a corporate trustee of the Fund.

16.2. The Trustees must give notice to the Member of the member's expulsion from the Fund. Where a Member is expelled from or ceases to be a Member of the Fund the balance of the Member's account must be transferred to a Benefit Arrangement in accordance with Rule 29 or as nominated by the Member within 60 days of the date of the Trustee's Member expulsion notice and if a nomination is not made within that period, to an Eligible Rollover Fund at the discretion of the Trustee.

16.3. Unless prohibited by the Act, a Member will be deemed to have ceased to be a Member on the first to occur of the following:

- (a) when the Member is no longer entitled to receive Benefits from the Fund;
- (b) when the Trustees determine that the Member should no longer be a Member;
- (c) on the death of the Member, or if the Trustees decide otherwise, no later than the time any LPR of the Member ceases to act as Trustee or director the Trustee company;
- (d) no later than the earliest of either:
  - (1) four months from the date a Member became ineligible to be a Trustee or to be a director of a company which is a Trustee unless a LPR of that Member is appointed a Trustee; or
  - (2) the date just before a Member became ineligible to be a Trustee or to be a director of a company which is a Trustee unless a LPR of that Member is appointed as a Trustee.

## 17. Member's Account

17.1. A record of all Contributions, Earnings, amounts allocated to or from any Fund reserves, Benefits paid and all other amounts credited or debited to a Member's Account must be kept by the Trustees on behalf of the Members.

17.2. The Trustees may keep more than one account for a Member, which may include more than one Member's Accumulation Account and more than one Pension account.

17.3. A record of the tax free and Taxable Components of a Member's Account must be kept by the Trustees.

17.4. The Trustees will, subject to any restrictions imposed by the Act, add to a Member's Account the following received on behalf of the Member or attributable to the Member's Account:

- (a) Contributions received; and
- (b) Earnings; and
- (c) Splittable Contributions; and
- (d) Payment Split; and
- (e) Reserves; and
- (f) the proceeds of any Policy; and
- (g) any other amount which the Trustees with the consent of the Member determine will be credited to the Member's Account.

- 17.5.** The Trustees will subject to any restrictions imposed by the *Act* deduct from a Member's Account the following:
- (a) any costs or fees and any other liabilities attributed to it;
  - (b) Losses of the Fund;
  - (c) Benefit payments paid to that Member or persons entitled to receive them or transferred to another Benefit Arrangement;
  - (d) Tax payable;
  - (e) Excess Contributions Tax liability;
  - (f) Splittable Contributions;
  - (g) Payment Split;
  - (h) Excess Non-Concessional Contributions and associated earnings in accordance with clauses 10.1 and 18.2;
  - (i) Any other amount including an amount to be transferred to a Reserve Account which the Trustees with the consent of the Member, determine will be debited to the Member's Account;
  - (j) Excess Concessional Contributions on receipt of a Release Request; and
  - (k) An amount payable in accordance with a Release Request.
- 17.6.** Subject to the provisions of subdivision 136B of Schedule 1 of the *Taxation Administration Act 1953*, the Trustees must comply with a Commutation Authority and may do so in the manner provided in Rules 20.21 to 20.25.
- 18. Contributions**
- 18.1.** The Trustees may accept any Contributions made on behalf of a Member or a Spouse of a Member by any person, entity or government body so long as the acceptance by the Fund of that contribution:
- (a) will not compromise or affect the Fund's status as a Complying Superannuation Fund; or
  - (b) is permitted by the *Act*.
- 18.2.** The Trustees are required to comply with the provisions of the *Act* concerning any Excess Contributions Tax imposed on a Member and provided it is permitted by the *Act*, the withdrawal by a Member of Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings.
- 18.3.** The Trustees, at the request of a Member, will allot, transfer or rollover, within the period required by the *Act*, of all or part of a Member's Account to another Superannuation Entity or another Member's Account, if
- (a) the Trustees are satisfied that any such action will not compromise or affect the Fund's status as a Complying Superannuation Fund, or
  - (b) the Trustees are required by order or agreement under the provisions of the *Family Law Act 1975* to perform such an action.
- 18.4.** The Trustees will not transfer or rollover a Member's Account to a Superannuation Entity or another Member's Account if prohibited by the *Act*, if it will cause a breach of the minimum benefit provisions of Division 5.3 of the SIS Regulations or if it will compromise or affect the Fund's status as a Complying Superannuation Fund.
- 18.5.** The Trustees have absolute discretion as to whether the transfer will be in the form of cash or assets, with or without conditions.

- 18.6.** The Trustees have absolute discretion and may accept transfers or rollovers from another Superannuation Entity, whether conditionally or not, provided it does not breach the *Act* or compromise or affect the Fund's status as a Complying Superannuation Fund.

## **19. Estate Planning**

### **19.1. Non-binding Death Benefit Nominations**

- (a) A Member may provide a written Non-Binding Death Benefit Nomination to the Trustees, by which the Trustees may, in their discretion, provide benefits to the beneficiaries listed in that nomination. Subject to the *Act*, the Trustees must accept a Non-Binding Death Benefit Nomination, but it is not binding on the Trustees.
- (b) A Member or the LPR of the Member may confirm, amend or revoke the nomination previously given to the Trustees.
- (c) A Member or the LPR of the Member may give direction to the Trustees to act in a particular way upon the Member's death or incapacity, but the Trustees are not obligated to follow such instructions.
- (d) The Trustees must not comply with any nomination or direction that would compromise or affect the Fund's status as a Complying Superannuation Fund.

### **19.2. Binding Death Benefit Nominations**

- (a) Trustees should provide a Member with information that it believes the Member needs for the purposes of submitting a Binding Death Benefit Nomination.
- (b) A Member may provide a written Binding Death Benefit Nomination, by which the Trustees are bound to provide Benefits to the beneficiaries listed in and in accordance with that nomination, provided the nomination is valid and binding at the date of death of the Member.
- (c) Subject to the *Act*, the Trustees must accept a Binding Death Benefit Nomination and will be bound by it, subject to Pension terms and conditions incorporated as a Rule under Rule 20.7.
- (d) A Member may confirm, amend or revoke the nomination by written notice given to the Trustees.
- (e) The Trustees must not comply with any nomination or direction that would compromise or affect the Fund's status as a Complying Superannuation Fund.
- (f) A Binding Death Benefit Nomination and any revocation or amendment to it must:
  - (1) be in writing;
  - (2) require that all Benefits would be payable to one or more of a LPR or a Dependant of the Member; and
  - (3) be signed by the Member in the presence of more than one person:
    - (A) each of whom has turned 18 years of age; and
    - (B) neither of whom is a person mentioned in the Binding Death Benefit Nomination.
- (g) If proceedings, for dissolution of a Member's marriage to a spouse, under the *Family Law Act 1975* or some similar foreign legislation have commenced, then any nomination which states that the Benefit is to be paid to that spouse of the Member will be deemed to be revoked.
- (h) A Binding Death Benefit Nomination will have an indefinite term unless the Member has stipulated otherwise or the nomination is revoked by written notice to the Trustees.

### 19.3. Death Benefit Request

- (a) A Member or the Legal Personal Representative of the Member may provide the Trustee with a notice in writing requesting the Trustee to establish a Death Benefit Rule that requires the Trustee to pay Benefits in the event of the death of the Member in a manner and form that the Member or the Legal Personal Representative of the Member so chooses; including whether the Benefit is to be a Lump Sum Benefit, a Pension Benefit or combination of both.
- (b) The Trustee may accept or reject any notice referred to at Rule 19.3 (a) and must reject if the Trustee holds a Binding Death Benefit Nomination from that Member. If the Trustee accepts the notice, the Trustee shall be bound to act in accordance with that Death Benefit Rule that would be established as a consequence of accepting the notice.
- (c) A Member, or the Legal Personal Representative of the Member, may provide the Trustee with a notice in writing requesting the Trustee to delete or amend a Death Benefit Rule that was previously established at the request of the Member and, if amended, the Trustee shall act in accordance with that amended Death Benefit Rule.
- (d) The Trustee shall not accept any notice referred to at Rule 19.3 (a) or (c) if that would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

## 20. Benefits

20.1. A Member or any other person permitted to receive a Member's Benefit by the *Act*, may be entitled to receive one or more of:

- (a) a lump sum Benefit;
- (b) a Pension Benefit;
- (c) a Temporary Incapacity Benefit;
- (d) a Permanent Incapacity Benefit; and
- (e) such other Benefit including the proceeds of any Policy that may be permitted to be paid to a Member under the *Act*, including in situations of Severe Financial Hardship or on Compassionate Grounds, as the Trustees might determine;

provided that the payment of any such Benefit would not breach the minimum Benefit provisions of Division 5.3 of Part 5 of the SIS Regulations, compromise or affect the Fund's status as a Complying Superannuation Fund, or be in breach of the *Act*.

20.2. A Benefit will be payable to a Member, Dependant of a Member, LPR of a Member or to some other person provided it is required to be paid by the Rules or the *Act*.

20.3. A Member or the LPR of a Member may request that a lump sum Benefit be paid, and the Trustees at their discretion may pay the Benefit provided it is permitted by the *Act* and will not compromise or affect the Fund's status as a Complying Superannuation Fund.

20.4. A Trustee may pay a lump sum Benefit to a Member that will not exceed the balance of that Member's Accumulation Account although, in addition, the Trustee at its discretion may pay the whole or part of any Reserves to the Member.

### Pension Benefit

20.5. Where a Member or a Member's LPR requests that the Trustees pay a Pension to a Member or after the Member's death, to their Pension Dependant, the Trustees may do so provided it is permitted by the *Act*, provided it does not exceed the intended recipient's Transfer Balance Cap and provided the payment will not compromise or affect the Fund's status as a Complying Superannuation Fund.

20.6. Any Pension must be paid in accordance with these Rules and comply with the standards for the provision of Pensions of the SIS Regulations (which are deemed incorporated in these Rules).

- 20.7. A Trustee must notify a Member in writing of any Pension it will pay to the Member and the notification will outline the terms or conditions of the Pension which will be deemed to be a Rule unless payment of the Pension would affect or compromise the Fund's status as a Complying Superannuation Fund.
- 20.8. Subject to the Rules and the Act, the Trustees in their sole discretion may utilise any amount standing in the Member's Account, a Member's Pension Account or a reserve to provide a Pension to a Member, or if permitted by the Act, their Dependants, a LPR of a Member, or any other person.

#### **Incapacity**

- 20.9. The Member is to advise the Trustees of incapacity:
- (a) if a Member becomes incapacitated that Member or their LPR will advise the Trustees as soon as practicable. The Trustees may request the Member submit to any reasonable medical examinations, as it sees fit;
  - (b) upon receipt of any documentation required by the Trustees regarding a Member's incapacity, the Trustees at their sole discretion will determine whether or not the Member suffers Temporarily Incapacity or Permanent Incapacity.

#### **Temporary Incapacity**

- 20.10. If the Trustees are reasonably satisfied that a Member suffers Temporary Incapacity, it may choose to pay a Benefit in the manner and for no more than the amount permitted by the Act to the Member from the time of that Temporary Incapacity to the earlier of:
- (a) the date the Member is re-instated in similar employment the Member was previously engaged in prior to suffering the Temporary Incapacity;
  - (b) the date on which the Trustees believe the Member commenced to suffer Permanent Incapacity;
  - (c) the date of death of the Member; or
  - (d) such other time permitted under the Act.
- 20.11. The Trustees, in their sole discretion, may deduct an amount from a Reserve Account or any of the Member's accounts to pay the Temporary Incapacity Benefit.

#### **Permanent Incapacity**

- 20.12. If the Trustees are reasonably satisfied that a Member suffers Permanent Incapacity the Trustees may pay all or part of any of a Member's Accounts to the Member, or if permitted by the Act, to a Dependancy or Pension Dependancy or LPR of the Member whether as a lump sum or a Pension or a combination of both, in its absolute discretion.
- 20.13. The Trustees in their sole discretion may allocate any amount from any Reserve Account held in the Fund to pay the Benefit on the Member's Permanent Incapacity.

#### **Death of a Member**

- 20.14. On the death of a Member:
- (a) if the member was a Trustee or a director of the corporate Trustee, the Member's LPR will be appointed as a replacement Trustee or a director of the corporate Trustee until the date Benefits payable on the death of the Member commence to be payable provided that the LPR is eligible to act as Trustee and has consented to act as Trustee; and
  - (b) the Trustees may transfer or continue to pay any Pension previously payable to a Member to such Pension Dependants of the Member as are permitted by the Act to receive the Pension.

### **Payment of a Death Benefit**

- 20.15.** In the event of a Member's death, the Trustees at their sole discretion, but subject to Rule 20.17, will pay a Death Benefit to any one or more of the Member's Dependants or the Member's LPR or another person as permitted by the *Act*.
- 20.16.** If the Trustees hold a Non-Binding Death Benefit Nomination by the deceased Member, the Trustees in their sole discretion may choose but is not obliged to pay such Benefits to persons nominated in that Non-Binding Death Benefit Nomination, provided the payment is permitted by the *Act*.
- 20.17.** If the Trustees hold a Binding Death Benefit Nomination by the deceased Member the Trustees must pay such Benefits in the manner and form as requested in that Binding Death Benefit Nomination provided the payment is permitted by the *Act*.
- 20.18.** Provided it is permitted by the *Act*, the Trustees may pay additional amounts to the deceased Member's Dependants or LPR including from a Reserve Account but these amounts would not form part of the deceased Member's Benefit.

### **Conversion of a Lump Sum Benefit into a Pension**

- 20.19.** Should a Member, or a deceased Member's LPR or a deceased Member's Dependants so request, the Trustees in their sole discretion may convert any lump sum Benefit payable to or in respect of a Member either in whole or in part to a Pension payable to the Member, or the deceased Member's Pension Dependants as permitted by the *Act*.
- 20.20.** A Member or a deceased Member's LPR or a deceased Member's Dependants must notify the Trustees of the Pension required and the Trustees are to use the Member's lump sum Benefit to fund any Pension.

### **Commutation of a Pension**

- 20.21.** By written request of a Member or, in the event of a Member's death, the Member's Pension Dependants and provided it is permitted by the *Act*, the Trustees may, in their absolute discretion subject to Rules 20.22 and 20.23, commute the whole or any part of any Pension payable to the Member in accordance with the Rules below.
- 20.22.** The Trustees must as soon as practical after receipt comply with:
- (a) a Commutation Authority (unless an exemption is available, such as because the relevant Member has died) and other obligations under Subdivision 136B of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*;
  - (b) a Member's request to commute the whole or any part of the Member's Pension made in the following circumstances:
    - (1) in order to reduce the Member's Pension by an amount up to the Crystallised Reduction Amount referred to in an excess transfer balance determination issued to the Member; or
    - (2) where the purpose of the request is to rectify the Member's Excess Transfer Balance;

and in complying with either the Member's request under Rule 20.22(b) or a Commutation Authority, the Trustee must do so by a method specified in paragraphs (a) or (b) of Rule 20.24 as preferred by the Member.

- 20.23.** If the Trustee is unable to ascertain the Member's preferred method for commuting the amount required to comply with a Commutation Authority, the Trustee will in its discretion apply the required amount by a method specified in Rule 20.24 provided it is permitted by the *Act*. If the Trustee decides to apply the required amount as an allocation under Rule 20.24(b) but the Member does not have a Member's Accumulation Account at that time, the Trustee may establish a Member's Accumulation Account without obtaining the consent of the Member.

- 20.24.** Any amount resulting from the commutation may be applied by the Trustees:
- (a) by paying a lump sum Benefit to a Member, or in the event of the death of the Member, to any one or more of the Member's Pension Dependents; or
  - (b) by allocating or transferring value to the Member's Accumulation Account.
- 20.25.** The Trustees will determine any possible Tax consequences or commutation limits prior to commuting a Pension. The Trustees must also notify the Member, Dependents or LPR of the Member of this information.

## **21. Investments**

### **Investment strategy**

- 21.1.** The Trustees must formulate, review regularly and give effect to an investment strategy that has regard to the whole of the Fund, including but not limited to the following:
- (a) the risk and liquidity involved in making, holding and realising and likely return from the Fund's investments having regard to the Funds objectives and expected cash flow requirements;
  - (b) the composition of the Fund's investments as a whole including the extent to which they are diverse or involve exposure of the Fund to risk from inadequate diversification;
  - (c) the liquidity of the Fund's investments in view of its expected cash flow requirements;
  - (d) the ability of the Fund to discharge its existing and prospective liabilities;
  - (e) the needs of Members considering their age, income level and retirement needs; and
  - (f) whether the Trustees of the Fund should hold a contract of insurance that provides insurance cover for one or more Members of the Fund.
- 21.2.** The investment strategy could consist of one or more strategy for the whole of the Fund or separate strategies for various parts of the Fund.
- 21.3.** The investment strategy should identify the investment objectives and provide detail of the investment methods the Fund may adopt to implement the strategy.
- 21.4.** The Trustees will review this strategy annually and can amend the strategy at any time deemed appropriate. The Trustees must advise all Members affected by written notice of all details outlined in any amendment.
- 21.5.** Should a Member request to view the Fund's investment strategy the Trustees will comply with this request by the Member.
- 21.6.** The Trustees must also set an investment strategy for one or more reserves of the Fund. Any such investment strategy must be based upon the prudent management of assets of the reserve or such other requirements as laid down in the *Act*.
- 21.7.** The Trustees in their sole discretion may act on the advice of an adviser or a specialist in documenting the Fund's investment strategy so long as the Trustee believes the adviser has adequate credentials to provide such advice.

### **The Trustee must invest the assets of the Fund**

- 21.8.** The Trustees must invest the assets of the Fund in accordance with the Fund's investment strategy.

### **A Member can request the Trustee to invest their account separately or jointly**

- 21.9.** A Member or the LPR of the Member may request the Trustees to invest all or part of the amount standing to the credit in the Member's Account separately from other investments held in the Fund however it is in the Trustees sole discretion to accept, subject to conditions, or reject the request from the Member.

### **Authorised investments**

- 21.10.** The Trustees may invest the assets of the Fund as if it were the absolute and beneficial owner of those assets and will exercise such diligence and prudence that an ordinary person would exercise in conducting their own affairs.
- 21.11.** The Trustees may invest in investments both within and outside Australia. The Trustees have the power to apply or invest any moneys required to be invested either alone or in partnership or co-ownership with any other person or persons.
- 21.12.** The Trustees may invest in:
- (a) **Authorised investments:** in any one or more investments as sanctioned by law in any State or Territory of Australia relating to the investment of trust moneys;
  - (b) **Real and Personal property:** in the acquisition of real or personal property or any interest in it including intellectual property rights or privileges in Australia or any other country;
  - (c) **Shares:** in the acquisition of fully or partly paid shares including redeemable, preference or redeemable preference shares, stock debentures, debenture stock bonds, units, securities or obligations or any interest, with or without deferred, restricted, qualified or special rights relating thereto and whether or not there is or is not a liability in respect of any such shares, units, securities or interests, of or in any public proprietary or no liability company, association, firm, mutual fund or unit trust wherever incorporated or formed, whether carrying on business in Australia or in any other country, or in giving any guarantee or otherwise becoming a proprietor of a company limited by guarantee;
  - (d) **Option and rights:** in the acquisition of options, entitlements or rights to any of the securities mentioned in paragraph (c) of this sub-clause;
  - (e) **Deposit:** on fixed deposit or at-call with any bank, savings bank, building society, company, corporation or firm wherever incorporated or situated and wherever carrying on business;
  - (f) **Insurance:** in the acquisition of any policy of assurance or insurance of any kind whatsoever and wherever made;
  - (g) **Loans:** in making loans to any person or company, except to Members or a relative of a Member;
  - (h) **Precious objects:** in the purchase of gold, silver, works of art, coins, stamps, furniture, ornaments, precious objects, jewellery and antiques, or any other similar objects;
  - (i) **Commodity contracts:** in the acquisition of foreign currencies, hedging contracts, commodity contracts and also options or futures contracts of any other kind quoted on a recognised stock exchange;
  - (j) **Permanent building society:** in the lodgement of moneys with a permanent building society wherever situated, by taking up shares in or depositing funds with;
  - (k) **Deferred property:** in the acquisition of any reversionary or deferred property or rights of any description;

### **Investment manager**

- 21.13.** The Trustees may in writing appoint a person (not disqualified from acting as such) as investment manager of the Fund assets for such periods and subject to such conditions as the Trustees may from time to time determine, except the investment manager may not be exempted from or have limited liability for negligence.
- 21.14.** The Trustees:
- (a) may delegate to and confer upon that investment manager such powers, discretions and authorities relating to the investments, sale, getting in and disposal of the Fund assets as the Trustee may think fit;

- (b) will have power, as an expense of the Fund, to pay out of the Fund assets to that investment manager such remuneration for its services as the Trustees considers proper; and
  - (c) will have power to remove that investment manager.
- 21.15. No investment manager appointed by the Trustees will be entitled to take any part in the proceedings or deliberations of the Trustees.
- 21.16. No delegation of powers and discretions and authorities under this clause, however, will be made in the breach of any of the provisions of the Act and in particular must be in accordance with s102 of the SIS Act.

#### **Trustee not bound to act personally**

- 21.17. The Trustees are not bound in any case to act personally but are at liberty to employ any person to act as manager, lawyer, accountant, clerk, contractor, workman, or employee or any agent to transact any business. The Trustees may determine the remuneration to be paid and allowed for those services.

#### **Trustee to appoint Auditor**

- 21.18. On establishment of the Fund and in every year of income of the Fund, the Trustees must appoint an Auditor to audit the Fund who must give the Trustees a report in the form required by the Act.

## **22. Operation and Administration**

### **Fund Compliance**

- 22.1. If Trustees are aware or notified by the Auditor, an adviser to the Fund or the Regulator of the Fund that it may lose its status as a Complying Superannuation Fund the Trustees must:
- (a) liaise with the Auditor, adviser or Regulator to implement a compliance plan to ensure the Fund's status as a Complying Superannuation Fund will be maintained;
  - (b) notify all Members of any action required under the compliance plan; and
  - (c) take any such action as required under the compliance plan within a reasonable time frame and before the lodgement of the Fund's next regulatory return.

### **Fund Insolvency**

- 22.2. If the Trustees are notified by the Auditor or the Fund's actuary or become aware the Fund is or may become insolvent, the Trustees must:
- (a) liaise with the actuary or Auditor to determine a solvency plan to ensure the Fund's solvency, including but not limited to reducing any Members' Accounts or Members' Benefits;
  - (b) notify Members of any action required under the solvency plan; and
  - (c) take such action as is required under the solvency plan prior to the lodgement of the Fund's next regulatory return.

### **Earnings**

- 22.3. The Trustees will determine the amount of the Fund's Earnings for all or part of a Financial Year.
- 22.4. Subject to the Act, the Trustees have sole discretion as to where to allocate Earnings including allocating Earnings to a Member's Accumulation Account, a Member's Pension Account, or a reserve and using Earnings to pay a Benefit or expense of the Fund or any tax imposed upon the Fund.

### **Taxation**

- 22.5. The Trustees must pay all Tax properly assessed to the Trustees.

- 22.6. The Trustees may in their sole discretion deduct from a Member's Account Tax paid or payable by the Trustees:
- (a) as a consequence of the receipt by the Trustees of a Contribution for the Benefit of a Member,
  - (b) payable on any income which may be added to a Member's Account, and
  - (c) any Tax which the Trustees believe may be payable as a consequence of a payment given to a Member.
- 22.7. The Trustees may in their discretion deduct from any account, including a Reserve Account, Tax paid or payable by the Trustees provided that any such deduction will not affect or compromise the Fund's status as a Complying Superannuation Fund.
- 22.8. If the Trustees receive a refund of Tax the Trustees may allocate the refund to any Member's Account or a Reserve Account as the Trustees sees fit provided that this would not affect or compromise the Fund's status as a Complying Superannuation Fund.

### **Annual Accounts**

- 22.9. The Trustees must keep annual accounting records as required by the Act.
- 22.10. Accounting records are to be kept in such form and supported by any documentation as to enable them to be properly audited.
- 22.11. The Trustees must in a reasonable time frame after the end of each Financial Year:
- (a) organize a statement of the Fund's financial position recording all assets and liabilities at the end of that preceding Financial Year;
  - (b) organize an operating statement recording any profit derived or loss incurred by the Fund for that preceding Financial Year (or part year if the Fund was not in existence for a full year); coordinate for these statements and all accounting records of the Fund to be audited by an approved Auditor;
  - (c) arrange for all tax returns and other statements required to be lodged pursuant to the Act by the Fund to be lodged as required; and
  - (d) prepare any Member and other statements and reports as required by the Act.
- 22.12. When preparing accounts and statements, an asset of the Fund must be valued at its market value.
- 22.13. The Trustees must keep accounts and statements for a minimum period of 5 years after the end of the Financial Year to which they relate.

## **23. Reserves**

- 23.1. The Trustees may maintain reserves for specific purposes and applications and may add, deduct and allocate amounts to those Reserve Accounts as it considers appropriate.
- 23.2. The Trustees must formulate and implement a separate investment strategy for any reserve that is consistent with the Fund's investment strategy. Investments must be in accordance with the Fund's investment strategy and with the Trustee's ability to discharge liabilities, either actual or contingent, as and when they fall due.
- 23.3. No Member or any other person will have any entitlement to any amount in a Reserve Accounts.

## **24. Insurance**

### **The Trustees may establish an insurance plan**

- 24.1. The Trustees may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the LPR of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the Act.

## **Self Insurance**

- 24.2. Provided it is permitted by the Act the Trustees can elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer. If a Fund has provided self insurance before 1 July 2013, it must comply with the this provision from 1 July 2016.
- 24.3. The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the SIS Regulations for death, terminal medical condition, permanent incapacity and temporary incapacity.

### **The Trustees have discretion as to the application of any insurance proceeds**

- 24.4. The Trustees have absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- 24.5. No Member nor their LPR nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- 24.6. If a Benefit would ordinarily include an insured component under a Policy (for example a benefit payable on the Member's death or disablement) but:
- (a) no amount is paid under that Policy; or
  - (b) the amount paid under the Policy is less than the amount that would ordinarily be payable;

the amount payable to the Member may be adjusted accordingly.

- 24.7. This clause is:
- (a) for the protection of the Trustees and the Fund; and
  - (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

## **25. Changes**

### **Amendment of the Deed or the Rules**

- 25.1. The Trustees may in their absolute discretion amend vary or alter any provision of this Deed or the Rules (in whole or in part) by way of written resolution provided:
- (a) any change to the Deed will not affect or compromise the Fund's status as a Complying Superannuation Fund and is not in breach of the Act;
  - (b) the amendment does not reduce the amount of any Benefit accrued or accruing to a Member as at the date of amendment unless the Member or the LPR of the Member has in writing consented to any such amendment;
  - (c) the amendment does not amend the term of a Pension unless the Member or the LPR of the Member who accepted the term of the Pension has in writing consented to any such amendment;
  - (d) the amendment does not allow a person other than a Constitutional Corporation to be eligible for appointment as a Trustee unless the Rules provide and will continue to provide after the amendment is made that the Fund has as its sole or primary purpose the provision of old age pensions, and
  - (e) the amendment does not allow the sole or primary purpose of the Fund to be a purpose other than the provision of old age pensions unless the Rules provide and will continue to provide after the amendment is made that the Trustee must be a Constitutional Corporation.

## **26. Governing Law**

The law applicable to the Fund is the law of the State or Territory of the Commonwealth of Australia where the Trustee resides.

## **27. Status of the Act**

In every respect, these Rules are subject to the provisions of the *Act*. Any Rule, to the extent that it affects or compromises the Fund's status as a Complying Superannuation Fund, will not apply and will have no force or effect. If there is any inconsistency between the provisions of the *Act* and these Rules, the provisions of the *Act* will prevail. Provided there is no inconsistency between the provisions of these Rules and the *Act*, any authority or discretion given to the Trustee by the *Act* will be incorporated into these Rules as if it were a Rule.

## **28. Termination of the Fund**

**28.1.** The Fund will be terminated on the first to occur of the following:

- (a) the Trustees resolve that the Fund should be wound up and terminated;
- (b) the Fund must be wound up for any purposes under the *Act*;
- (c) the Fund ceases to have Members;
- (d) the Regulator requires that the Fund be wound up; or
- (e) the Trustees' office becomes vacant and no new Trustee is appointed within ninety (90) days.

**28.2.** The Trustees will on the Termination Date deal with the Fund in the following order:

- (a) dispose of any assets in the Fund in order to have sufficient cash with which to meet any debts and liabilities the Fund may have incurred. The Trustees have discretion to determine which of the Fund's assets are to be disposed;
- (b) pay out any outstanding debts and liabilities of the Fund;
- (c) pay out any Benefits due by the Fund to the Members. The Trustees retain sole discretion as to how these amounts will be paid;
- (d) transfer or rollover amounts standing to the credit of remaining Member's Accounts as if the Members had been expelled under rule 16.2; and
- (e) determine to whom any Benefits are to be paid including former Members, trusts that former Members were beneficiaries of, the LPR of former Members or any other person. The Trustees will retain sole discretion as to where and how those Benefits are to be paid and must ensure that the payment complies with the *Act*.

## **29. Transfers to and from other Funds**

### **29.1. Transfers from other Funds**

Subject to the *Act*, the Trustees may accept into the Fund an amount or asset in respect of a Member or prospective Member that is transferred from another Benefit Arrangement.

### **29.2. Transfers to other Funds**

- (a) The Trustees may transfer the whole or part of any amount held in the Fund in respect of a Member to another Benefit Arrangement.
- (b) The Trustees may make such a transfer without the Member's consent where the *Act* permits (including to a Successor Fund or an Eligible Rollover Fund).

- (c) The Trustees may make such enquiries as it considers appropriate to satisfy itself that the Benefit Arrangement complies with the requirements of the Act (or in the case of a retirement savings account, the *Retirement Savings Account Act 1997* (Cth)) and that any Preserved Benefits must continue to be preserved in accordance with the requirements of the Act.

A transfer of an amount under this clause 29 is a complete discharge to the Trustees in relation to any liability to the Member or any person claiming through the Member in relation to the amount transferred

### **30. Interpretation**

In the Deed and the Rules unless the contrary intention appears or can be reasonably implied from the context:

- (a) The singular includes the plural and vice versa.
- (b) A reference to one gender includes a reference to all other genders.
- (c) Headings of clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate.
- (d) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (e) The words "including", "includes", "such as" and "for example" should be read as if followed by the words "without limitation".
- (f) The word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- (g) A reference to 'interest', 'earnings' or 'investment returns' or such other similar term can refer to either positive or negative 'interest', 'earnings' or 'investment returns'.
- (h) If an expression is defined in the Act, but is not defined in this Deed, then that expression will have the meaning given to it in the Act.
- (i) The Deed will bind each party's legal personal representatives, successors and assigns.
- (j) When a party comprises two or more person the rights and obligations of such persons pursuant to this Deed will ensure for the benefit of and bind all of them jointly and each of them severally.

**BELINDA HILL SUPER FUND**  
**INVESTMENT STRATEGY 2022**

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**Overview**

The aim of this strategy is to provide the Members with an income on retirement.

**Investment Objectives**

The Trustee will at all times act prudently to maximise the rate of return, subject to acceptable risk parameters, and maintenance of appropriate diversification across a broad range of assets.

Having considered the risk profile of the fund and the member's needs and circumstances, the trustee has adopted the following objectives for the investment of assets of the fund;

- to achieve an investment return (based on market values and net of tax and charges) that exceeds the CPI by at least 3% per annum when measured over a rolling 5 year period.
- to have a probability of zero or negative returns in any 12 Month period of less than one in four years; and
- to have sufficient liquidity to meet liabilities as and when they fall due.

**Investment Strategy**

The fund will invest in a portfolio of assets according to market conditions and within the ranges specified below:

**Asset Allocation**

The targeted asset allocation will be in the following ranges:

<u>Asset Class</u>	<u>Target Range</u>	<u>Benchmark</u>
Australian Shares	0%	0%
International Shares	0%	0%
Cash	1-10 %	8%
Australian Fixed Int	0%	0%
International Fixed Int	0%	0%
Mortgages	0%	0%
Direct Property	90-99%	92%
Listed Property	0%	0%
Other	0%	0%

Quality companies and trusts as supported by research and fundamental analysis will be selected. Direct investments in property, artwork and lease equipment may form part of the strategy provided there is sufficient basis for the decision.

**Insurance**

Whilst death and disability insurance can be held within a self managed superannuation fund, the advantages and disadvantages of them and the specific levels of cover most appropriate to the member's circumstances should be discussed with a Financial Adviser. The Trustee is happy to arrange such insurance cover as requested by the member individually, subject to being able to obtain the level and type of cover requested.

**Borrowing**

The trustee/s have considered borrowing through a limited recourse borrowing arrangement to fund the acquisition of an investment. The following matters were considered:

- the risks involved in making, holding and realising the investment under a limited recourse borrowing arrangement;
- the likely return from the investment under a limited recourse borrowing arrangement;
- the diversity of investments generally;
- the liquidity and cash flow consequences of holding the investment under a limited recourse borrowing arrangement;
- the time the members have until they retire;
- the funds cash flow requirements;
- the investment tolerance of the members.

The fund trustee/s will borrow to acquire the beneficial interest in the investment. The lenders rights on any default of the borrowings

BELINDA HILL SUPER FUND  
INVESTMENT STRATEGY

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or the sum of the borrowing and charges related to the borrowing are limited to rights relating to the investment or any replacement of the investment.

**Review and Monitoring**

The trustees will monitor and review the fund's investment activities on a regular basis and to communicate with the members should they feel that any change in strategy is necessary in order to achieve the fund's objective.

Date: 6/03/2023

X

Ms Belinda Hill



# 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.



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

Fund name

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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

Belinda May Price

Trustee's or director's signature

*Belinda May Price*

Date

Day: 05 / Month: 06 / Year: 2017

Witness' name (witness must be 18 years old or over)

Melissa Haynes

Witness' signature

*Melissa Haynes*

Date

Day: 05 / Month: 06 / Year: 2017

## Acknowledgement of Trust

Fund Name:

Belinda Hill Super Fund

### Declaration

I/We...

Name of Corporate  
Trustee

*If fund has a Corporate Trustee: Insert Company Name else if individual Trustees: leave blank*

Director / Trustee

Belinda May Hill

Director / Trustee

being the registered holders of the following:

38 Derby Street Kingswood NSW 2747

*(The property/investment)*

hereby acknowledge that I/we acquired this property with resources provided by the above mentioned fund and that I/we therefore hold this property/investment on trust for the said fund.

X

Director / Trustee

18.11.22

Date

Director / Trustee

Date

# Application for membership

## B & G PRICE SUPER FUND

I, **BELINDA MAY PRICE** of **35 THE CHASE, VALLEY HEIGHTS NSW 2777** am a trustee of the Fund. I hereby apply for membership of **B & G PRICE SUPER FUND** and consent to becoming a Member of it. I confirm that I am not aware of any impediments to this application and acknowledge that I have read the Product Disclosure Statement including any other information provided to me.

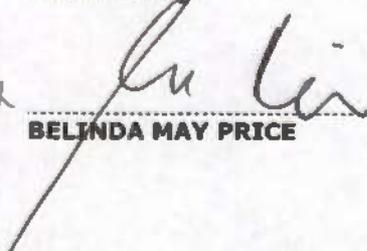
I agree that upon acceptance of my membership to:

1. be bound by the terms of the Deed and the Rules of the Fund;
2. be bound by all decisions of the Trustee that were made in accordance with the Rules of the Fund, the superannuation laws and the trustee laws;
3. provide information to the Trustee where required, e.g. medical conditions;
4. provide my Tax File Number to the Trustee provided the Trustee abides by the laws relating to the collection and dissemination of my Tax File Number;
5. consent to the Trustee to hold that information despite anything to the contrary in the privacy legislation;
6. provide the Trustee, within a reasonable period of time a detailed death benefit plan that may include a Binding Death Benefit Nomination;
7. ensure that any Superannuation contributions, transfers or rollovers are made in accordance with the superannuation laws at that time;
8. notify the Trustee where I have become disabled, retired, attained preservation age or met some other condition of release; and
9. notify the Trustee where I have become separated from my Spouse that is deemed irreconcilable, if I have one.

Date of Birth: 23 / 01 / 1971

Tax File Number: 150 197 781

Executed by:

x   
.....  
**BELINDA MAY PRICE**

05 / 06 / 2017  
Date

# Binding Death Benefit Nomination ("Binding Nomination")

## B & G PRICE SUPER FUND

I, **BELINDA MAY PRICE** of **35 THE CHASE, VALLEY HEIGHTS, NSW 2777** as a Member of the Fund, hereby direct the Trustee to pay my Benefits in the Fund on or after my death as follows:

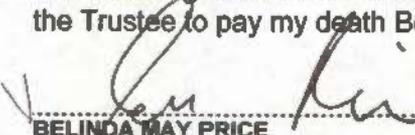
Name	Relationship	Form of payment (lump sum or pension)*	% of benefit
<b>Total</b>			<b>100%</b>

\* failure to make a selection for form of payment or making an invalid selection for form of payment will not invalidate this Binding Nomination and the form of payment will be at the Trustee's discretion.

I understand that:

- This Binding Nomination revokes any previous Binding Nomination I have made;
- I can amend or revoke this Binding Nomination at any time by providing a new signed and dated Binding Nomination to the Trustee or providing written notice of the revocation to the Trustee;
- unless amended or withdrawn earlier, this Binding Nomination is binding on the Trustee for an indefinite term unless I have stipulated otherwise;
- this Binding Nomination is deemed invalid if completed incorrectly; and
- I have nominated persons who are "Dependants" and/or my Legal Personal Representative ("LPR") as outlined in the Fund Rules. If the persons I have nominated are not my Dependants and/or LPR this Binding Nomination will not be valid and my Trustee will assume sole discretion for the payment of my Benefits following my death.

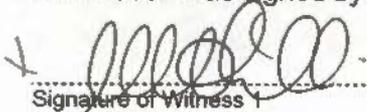
I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee to pay my death Benefit in accordance with this Binding Nomination.

  
.....  
BELINDA MAY PRICE

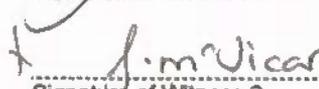
.....  
Date

### Witness Declaration

We declare that we are aged 18 years or more, not listed as beneficiaries above and this Binding Nomination was signed by the Member in our presence.

  
.....  
Signature of Witness 1

.....  
Date

  
.....  
Signature of Witness 2

.....  
Date

**BELINDA MAY HILL**

("the Wife")

**GLENN ALLAN PRICE**

("the Husband")

**FINANCIAL AGREEMENT PURSUANT TO SECTION 90D  
OF THE FAMILY LAW ACT 1975**

**Bateman Battersby**

SOLICITORS & ATTORNEYS

**BATEMAN BATTERSBY**

Lawyers

19 Lawson Street

PENRITH NSW 2750

DX 8040 PENRITH

Telephone (02) 4731 5899

Facsimile No (02) 4721 4008

Our ref: KDG:MM:47231

THIS FINANCIAL AGREEMENT is made the 17<sup>th</sup> day of August 2021

**BETWEEN**

**BELINDA MAY HILL**

of 35 - 39 The Chase, Valley Heights in the State of New South Wales,  
Speech Pathologist (hereinafter called "the Wife")

**AND**

**GLENN ALLAN PRICE**

of Unit 14, 108 Lethbridge Street, Penrith in the State of New South Wales,  
Fitter (hereinafter called "the Husband")

## RECITALS

- A. The Wife was born on 23 July 1971 and is 50 years of age.
- B. The Husband was born on 1 November 1974 and is 46 years of age.
- C. The parties commenced cohabitation in or about July 2001. At the commencement of the relationship the Wife had a Speech Pathology business with an approximate value of \$100,000.00, the Wife owned a property at 7 Macquarie Avenue, Lemongrove which was utilised for the business with a value of \$250,000.00 and a mortgage secured against it of \$10,000.00, the Wife owned a property at 85 Shirlow Avenue, Faulconbridge with a value of \$360,000.00 and a loan secured by way of mortgage against it of \$150,000.00 and the wife had a SAAB convertible valued at \$65,000.00. The Husband had a Ute worth about \$5,000.00.
- D. The parties were married on 23 February 2002 at Springwood.
- E. There are two children of the marriage, being:
- (a) Cleo Eden Price ("Cleo") born 30 March 2003 who is 18 years of age; and
- (b) Mae Tilly Price ("Mae") born 3 May 2006 who is 15 years of age.
- F. The parties are both in good health.
- G. The parties separated on 25 October 2019 and the marriage had broken down irretrievably at that time.
- H. On 9 June 2021 Registrar Tomasetti of the Federal Circuit Court at Parramatta made a Divorce Order in respect to the parties' marriage with that order becoming final on 10 July 2021.
- I. The Wife is a Speech Pathologist and earns approximately \$170,000.00 per annum. The Husband is a Fitter and earns an income, averaged over the past three years of \$100,000.00 per annum.



# Operative Part

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## 1. Definitions and Interpretations

### 1.1 Definitions and Interpretation

In this Agreement, unless otherwise indicated by the context:

- (a) **Act** means the Family Law Act 1975(Cth);
- (b) **Agent** means such agent or agents as the parties agree to appoint and in default of agreement with such agent or agents as the President of the Real Estate Institute of New South Wales appoints on the application of either party;
- (c) **Agreement and Financial Agreement** means this Deed and the Schedule and Annexures to it;
- (d) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney;
- (e) **Business Hour** means an hour in the period between 9am to 5pm on a Business Day;
- (f) **Court** means all Courts having jurisdiction under the Act;
- (g) **Former matrimonial home** means the property at 35 – 39 The Chase, Valley Heights in the State of New South Wales being the land in folio identifier 789/849560;
- (h) **GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (i) **Husband** means Glenn Allan Price of Unit 14, 108 Lethbridge Street, Penrith in the State of New South Wales
- (j) **Parties** means the Wife and the Husband;
- (k) **Separation Declaration** means a separation declaration pursuant to Section 90DA of the Act;
- (l) **Succession Act** means Succession Act 2006 (NSW) or any statute enacted to replace the Succession Act that deals with family provision claims;
- (m) **Trustee of a party or of any other person who is not a party to this Financial Agreement** means each person appointed as an executor and trustee of the last Will of the party or other person or as legal personal representative of the party or other person, each person holding office as a trustee of the estate of the party or other person from time to time, whether original, additional or substituted, and each delegate of any such person;
- (n) **Valuer** means a valuer appointed by the President for the time being of the Australian Property Institute on the application of either party;
- (o) **Wife** means Belinda May Hill of 35 - 39 The Chase, Valley Heights in the State of New South Wales.

The image shows three handwritten signatures in blue ink. The first signature on the left is a cursive 'K' followed by 'A'. The middle signature is a cursive 'G' followed by 'A'. The signature on the right is a cursive 'B' followed by 'M'.

## 1.2 Interpretation

- (a) words importing the singular include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) headings are for convenience only and do not affect interpretation of this Agreement;
- (d) a reference to a clause, paragraph, schedule or the Details page is a reference to a clause, paragraph schedule or the Details page of this Agreement;
- (e) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) an expression importing a natural person includes a body corporate partnership, joint venture, association or other legal entity;
- (g) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (h) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (i) a covenant or agreement on the part of or for the benefit of two or more persons binds of benefits them jointly and severally;
- (j) a reference to a body, whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (k) includes and similar expressions are not words of limitation.

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## 2. Acknowledgements and Application of this Agreement

### 2.1 Acknowledgements

The parties acknowledge that:

- (a) The Wife has the assets, liabilities and financial resources as outlined in Schedule 1 attached to this Agreement;
- (b) The Husband has the assets, liabilities and financial resources as outlined in Schedule 2 attached to this Agreement;
- (c) The parties have the assets, liabilities and financial resources as outlined in Schedule 3 attached to this Agreement;

- (d) They warrant to each other that they have no legal or equitable interest in any other assets, liabilities or financial resources other than those set out in Schedules 1, 2 and 3 attached to this Agreement;
- (e) They warrant to each other that they have made full disclosure of their property, liabilities and financial resources as at the date of this Agreement;
- (f) They represent to each other that they have made full and frank disclosure of their means, assets and resources as referred to in Schedules 1, 2 and 3 attached to this Agreement and that they are entering into this Agreement freely, voluntarily and with full knowledge of its meaning and consequences;
- (g) They acknowledge that the provisions of this Agreement are equitable, fair and reasonable and they have entered into this Financial Agreement after consideration of their assets, liabilities and financial resources;
- (h) At the time of this Agreement, the Wife and the Husband:
  - (i) are not spouse parties to any other PART VIIIA financial agreement or Part VIIIB financial agreement with another party that is binding on them; or
  - (ii) have not and are not a party to any proceedings in any Court against the other regarding any property issues between them;
- (i) They each have had an opportunity to, and have made due enquiry as to the assets, financial resources and liabilities of each other and their respective values and are satisfied that the assets of the marriage are as set out at Schedules 1, 2 and 3 to this Agreement;
- (j) Where each party gives an estimate of the value of any asset, superannuation, financial resource or liability in Schedules 1, 2 and 3 to this Agreement, that estimate is based upon knowledge, information and belief and is given in good faith;
- (k) Before executing this Agreement each has had regard to the possibility that one or both of them may be subject to any one or all of these changes or circumstances:
  - (i) serious injury or illness;
  - (ii) death;
  - (iii) the birth of a child or children;
  - (iv) marriage;
  - (v) separation;
  - (vi) divorce;
  - (vii) unemployment;
  - (viii) the loss of any or all of the assets, superannuation and financial resources listed in Schedules 1, 2 and 3;
  - (ix) significant increase or decrease in the value of assets, superannuation and financial resources listed in Schedules 1, 2 and 3;



- (x) the receipt by either or both of them of windfall benefits including but not limited to lottery wins and inheritances;
- (l) Prior to each party signing this Financial Agreement they received separate independent legal advice from a legal practitioner as to the following matters:-
  - (i) The effect of the Financial Agreement on the rights of that party; and
  - (ii) The advantages and disadvantages, at the time the advice was provided, to the party of the making of the Financial Agreement.

## 2.2 Application of this Agreement

- (a) This Agreement is a Financial Agreement and is made pursuant to Section 90D of the Family Law Act 1975 with the intention that it shall as far as practicable determine how the assets, liabilities, superannuation and financial resources of the parties will be distributed as a final settlement. It is intended to operate in substitution of the rights of either party to seek an alteration of property interests and financial resources and/or spousal maintenance pursuant to the Family Law Act 1975;
- (b) This Financial Agreement shall be binding upon the heirs, executors, administrator and assigns of each party;
- (c) This Financial Agreement is intended to be a complete bar to any claims that either party might otherwise have made pursuant to the Family Law Act;
- (d) This agreement in so far as it deals with their superannuation interests is a superannuation agreement under the Family Law Legislation Amendment (Superannuation) Act 2001 (Cth) and Section 90XH of the Family Law Act 1975;

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## 3. Distribution of Assets between the Parties

- 3.1 Within 42 days of the date of this Agreement the Wife shall pay the Husband the sum of \$550,000.00.
- 3.2 Simultaneously with clause 3.1 above the parties shall do all things necessary to cause a discharge authority to be lodged with any mortgagee that has a mortgage secured against the former matrimonial home.
- 3.3 Simultaneously with clauses 3.1 and 3.2 above the Wife shall pay out or refinance into her own name all moneys owing on any loan secured by way of mortgage against the former matrimonial home.
- 3.4 Simultaneously with clauses 3.1, 3.2 and 3.3 above the parties shall do all things necessary to have the Husband removed as a guarantor from the NAB Business Markets Loan being BSB 082 778 account number 204540826.
- 3.5 Simultaneous with clauses 3.1 to 3.4 above the Husband shall do all things necessary to transfer all of his right, title and interest in the former matrimonial home to the Wife.



### 3.6

In the event that the Wife fails to comply with her obligations under clauses 3.1 to 3.4 above within the time provided by clause 3.1 then within 14 days of the expiry of that time the parties will do all things necessary to place the former matrimonial home on the market for sale with the following terms to apply:

- (a) The parties will arrange for the former matrimonial home to be listed for sale by private treaty with such real estate agent as is agreed between the parties in writing and, failing agreement, by the expiration of the 14 days referred to above, the real estate agent will be as nominated by the then President of the New South Wales Division of the Real Estate Institute of Australia or his nominee as an expert not as an arbitrator ("REIA") at the request of the parties or either of them. The costs of such request to the REIA to be borne equally by the parties as and when they fall due;
- (b) That within the 14 day time period referred to above the parties will agree in writing as to a solicitor or conveyancer ("the solicitor") to act on the sale of the former matrimonial home. In the event that no agreement can be reached then the solicitor shall be appointed by the then President of the Law Society of New South Wales or his nominee.
- (c) The list price of the former matrimonial home shall be such amount as is agreed between the parties in writing and, failing agreement, within 14 days after the appointment of the real estate agent, the list price will be as nominated by the real estate agent appointed under clause 3.6(a) above;
- (d) The sale price of the former matrimonial home shall be such amount as is agreed and failing agreement, the sale price shall be nominated by the Listing Agent.
- (e) The parties shall co-operate in every way with the real estate agent in relation to the marketing of the former matrimonial home property for sale, including making the keys readily available, allowing inspection of the property at all times reasonably requested by the real estate agent and ensuring that the former matrimonial home is clean, neat and in good order at all times;
- (f) That upon agreement being reached for the sale of the former matrimonial home the parties shall execute the contracts for sale and all other documents necessary to complete the sale, including all transfer documentation, forthwith upon its submission to them by the real estate agent or the solicitor;
- (g) The contract for sale shall provide for completion within 42 days after the date of the contract and shall be prepared by the solicitor;
- (h) The proceeds of sale of the former matrimonial home shall be paid in the following manner and priority: -
  - (i) Payment of council and water rates;
  - (ii) Payment of real estate agency fees
  - (iii) Payment of conveyancing costs;
  - (iv) Payment of a sum sufficient to discharge any loan secured against the former matrimonial home by way of mortgage;
  - (v) Payment of the amount of \$550,000.00 to the Husband together with interest calculated in accordance with the Family Law Rules 2001.

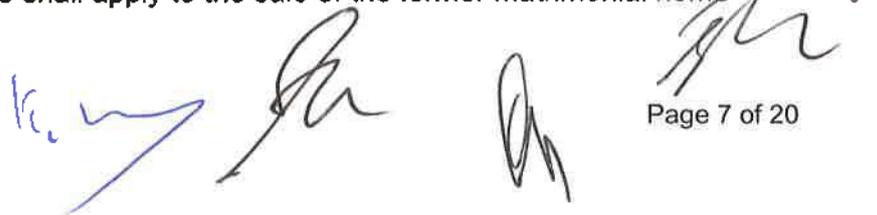
(vi) The balance to the Wife.

**3.7** In the event that the former matrimonial home is not sold by private treaty pursuant to clause 3.6 above on or before three months after the date the former matrimonial home was listed with an agent for sale, then the parties shall do all acts and sign all documents as are necessary to sell the former matrimonial home by auction, and the following shall apply: -

- (a) The former matrimonial home shall be listed with the agent appointed under clause 3.6(a) above ("the auctioneer") for sale by auction within a further four weeks;
- (b) The parties shall execute all documents requested by the auctioneer for the sale of the former matrimonial home;
- (c) The reserve price of the former matrimonial home shall be nominated by the auctioneer unless otherwise agreed between the parties in writing;
- (d) The parties shall pay to the auctioneer any sums requested for advertising or auction expenses as and when they fall due;
- (e) The parties shall give instructions as are necessary to a solicitor to prepare a contract for sale by way of auction and provide it to the auctioneer prior to the auction no later than the date sought by the auctioneer;
- (f) The sale price of the former matrimonial home shall be any amount in excess of the reserve price but in the event of the reserve price not being reached the sale price of the former matrimonial home shall be such amount that is at least 95% of the reserve price;
- (g) The parties agree to co-operate in every way with the auctioneer in relation to the sale by auction including allowing inspection of the former matrimonial home at all times reasonably requested by the auctioneer, and ensuring that the former matrimonial home is clean, neat and in good order at all times and on the day of the auction;
- (h) The parties shall attend at the auction and negotiate with the highest bidder in the event of the reserve price not being reached;
- (i) Upon agreement being reached for the sale of the former matrimonial home clauses 3.6(h)(i) to 3.6(h)(vi) above shall apply to the distribution of the proceeds of sale.

**3.8** For the purpose of clauses 3.6 and 3.7 herein, in the event that Contracts for Sale for the sale of the former matrimonial home are exchanged and a purchaser pays a deposit pursuant to a Contract for Sale and in the event that the purchaser forfeits the deposit pursuant to the Contract for Sale then the forfeited deposit shall be divided between the parties equally.

**3.9** In the event that the former matrimonial home is not sold by public auction as provided for above then the former matrimonial home is to be relisted on the market for sale by private treaty with the real estate agent appointed under clause 3.6(a) above or such alternative agent as the parties may agree to in writing and at a price agreed between the parties. Clauses 3.6(b) to 3.6(h) above shall apply to the sale of the former matrimonial home under this clause.



- 3.10** Within 14 days of the date of this Agreement the parties will do all things necessary to close the joint bank accounts with NAB with account numbers 529315336 and 182792036 with the parties to share equally the balance of those accounts.
- 3.11** Unless otherwise specified in this Agreement and except for the purpose of enforcing the payment of any money due under this Agreement: -
- (a) Each party is declared the sole owner in law and equity of all items of real property, personalty, chattels and financial resources in their name, possession or control not otherwise dealt with in this Agreement including but not limited to any choses in action, superannuation benefits and future inheritances;
  - (b) Money standing to the credit of either of the parties in any bank or building society or any like account is to remain the property of the party whose name appears on that account as the account holder;
  - (c) Each party hereby foregoes any claim they may have to any superannuation benefits belonging to or owned by the other party;
  - (d) All insurance policies are to become the sole property of the insured named thereunder;
  - (e) Each party be solely liable for and indemnify the other against any liability encumbering any item of property to which that party is entitled pursuant to this Agreement and any liability whatsoever in the name of that party whether past, present or future; and
  - (f) Each party releases the other from any claim they may have in relation to any asset or liability not dealt with in the preceding or subsequent clauses of this Agreement. This release of claims applies to both assets and liabilities that currently exist, are in the process of being acquired or may be acquired in future by either party.

---

#### **4. Self-Managed Superfund**

- 4.1** Pursuant to section 90XH of the Family Law Act 1975 the parties wish to enter into a superannuation agreement:-
- (a) The parties are members of the B & G Price Super Fund ("the Fund").
  - (b) The Wife and the Husband are trustees of the Fund.
  - (c) The parties' respective interests in the Fund are set out at Schedule 1 and 2 of this Agreement.
  - (d) No agreement between the parties in relation to the superannuation has been terminated or set aside, and no orders have been made, or agreements executed by the parties, relating to the superannuation.
  - (e) Having been accorded procedural fairness, this superannuation agreement binds the trustees of the Fund.
  - (f) Pending the transfer of the transferable benefits from the Fund to the Husband:-
    - (i) Each party is restrained from dealing with, charging, encumbering or disposing of any of the assets of the Fund other than in accordance with the terms of this agreement; and

- (ii) The parties shall each immediately revoke any binding death benefit nomination already made and the parties shall refrain from:-
  - (A) Making any binding death benefit nomination in favour of a child described in regulation 13 of the Family Law (Superannuation) Regulation 2001;
  - (B) Making any other nomination where the effect of such nomination would be to render any splittable payment not splittable; and
  - (C) Doing any act or thing which would defeat, extinguish or reduce the entitlement by the other party.
  
- (g) The parties agree in relation to the Husband's superannuation interests the following:-
  - (i) Pursuant to Section 90XJ of the Family Law Act 1975 whenever a splittable interest becomes payable in respect of the Husband's interest in the Fund, the Wife shall be entitled to be paid the specified percentage of each splittable payment out of the Husband's interest in the Fund and that the Husband's entitlement, and the entitlement of such other person to whom a splittable payment may be made, to payments out of the Husband's interest in the Fund is correspondingly reduced by force of this clause;
  - (ii) The specified percentage for the purposes of Clause 4.1(g)(i) of this Agreement is 100%;
  - (iii) This clause shall have effect from the operative time and the operative time is 4 days after the date of this agreement;
  
- (h) The parties agree in relation to the Wife's superannuation interests the following:-
  - (i) Pursuant to Section 90XJ of the Family Law Act 1975 whenever a splittable interest becomes payable in respect of the Wife's interest in the Fund from the Wife's account, the Husband shall be entitled to be paid an amount calculated in accordance with Part 6 of the *Family Law (Superannuation) Regulations 2001* using the base amount at the operative time in the sum of \$300,000.00 and that the Wife's entitlement, and the entitlement of such other person to whom a splittable payment may be made, to payments out of the Wife's interest in the Fund is correspondingly reduced by force of this clause;
  - (ii) This clause shall have effect from the operative time and the operative time is 5 business days after the date of this Agreement;
  - (iii) The Husband shall do all things necessary, including but not limited to exercising his request pursuant to Regulation 7A.06(1) of the *Superannuation Industry (Supervision) Regulation 1994*, for the roll over or transfer of the transferable benefits out of the Wife's interest in the Fund to a fund of the Husband's choosing in accordance with Regulation 7A.12 of the *Superannuation Industry (Supervision) Regulations 1994*;
  
- (i) That within 14 days of the parties complying with all obligations required of them by Clauses 4.1(f) to 4.1(h) above the parties shall do all things necessary, including but not limited to signing all documents, to resign the Husband's membership of the Fund and for the Husband to resign as a trustee of the Fund.

- (j) That within 28 days of the Husband resigning as a member and trustee of the Fund the parties will do all things necessary including but not limited to the signing of all document to transfer any assets of the Fund currently in the joint names of the parties as joint trustees of the Fund to the Wife as sole trustee of the Fund.
- (k) That in relation to any such transfers the Fund shall pay all costs, taxes, duties or any other expenses in relation to the transfers of any property of the Fund. The Wife shall indemnify the Husband in relation to any such costs, taxes, duties or expenses.
- (l) Other than the matters dealt with at Clauses 4.1(g) and 4.1(h) of this Agreement the parties shall retain all other superannuation interests in their sole names and in this respect Clause 3.11(c) applies to any superannuation interests of the parties other than those dealt with at Clauses 4.1(g) and 4.1(h) above.

---

## 5. Spousal Maintenance

5.1 The parties each acknowledge that at the date of this Financial Agreement:-

- (a) They are each able to support themselves without an income tested pension, allowance or benefit;
- (b) They do not expect either of them will ever be eligible or need to rely on an income tested pension, allowance or benefit;
- (c) They have read and considered the matters set out in Section 75(2) of the Family Law Act 1975 and believe this Financial Agreement gives those matters appropriate weight;
- (d) This Financial Agreement makes adequate provision for the maintenance of the parties; and
- (e) The parties agree that this clause is one to which Section 90E of the Family Law Act 1975 applies and that the amount provided for each party by way of spousal maintenance is \$10.00. Otherwise the parties shall release each other from all claims for spousal maintenance that they may have but for this clause.

---

## 6. Release by the Wife

6.1 The Wife releases the Husband from all actions, suits, claims, demands, causes of action, costs and expenses (including any existing unsatisfied costs orders), legal, equitable, under statute and otherwise, and all other liabilities of any nature (whether or not the parties were or could have been aware of them) howsoever arising which the Wife may have against the Husband but for this Agreement.

---

## 7. Release by the Husband

7.1 The Husband releases the Wife from all actions, suits, claims, demands, causes of action, costs and expenses (including any existing unsatisfied costs orders), legal, equitable, under statute and otherwise, and all other liabilities of any nature (whether or not the parties were or could have been aware of them) howsoever arising which the Husband may have against the Wife but for this Agreement.

---

## 8. General Release

- 8.1** If the Wife or the Husband are retaining any particular property or financial resource under this Agreement in respect of which the other has provided a personal guarantee, or is personally liable in respect of any liability affecting such property or financial resource, then the individual retaining such property or financial resource will, within 28 days of the date of the Agreement obtain a release in writing of the liability of the other party pursuant to such guarantee or liability and pending such release, will be solely responsible for and will indemnify the other party from such liability; and
- 8.2** Except as otherwise provided in this Agreement, the parties will be solely entitled to the exclusion of the other, to all other property of whatsoever nature and kind in the possession or control of each of them.

---

## 9. Succession Act

- 9.1** This clause is severable from the rest of this Financial Agreement:-
- (a) Subject to the approval of the Supreme Court of New South Wales or any other court or tribunal provided jurisdiction to deal with rights of release in relation to claims upon estates and pursuant to Section 95 of the Succession Act 2006 or any subsequent legislation put in place to deal with release of rights to make family provision claims, the Wife and the Husband each releases his or her rights to make an application in relation to the estate of the other pursuant to such legislation;
  - (b) The Wife and the Husband each gives that release in consideration of the other terms of this Financial Agreement;
  - (c) The Wife and the Husband acknowledge that it is to his and her advantage in light of the terms of this Financial Agreement to grant the release;
  - (d) The Wife and the Husband acknowledge the terms of this Financial Agreement and they have taken into account the position of the other in the event of the death of the other;
  - (e) The Wife and the Husband accept that for the purposes of the Succession Act 2006 or any subsequent legislation dealing with claims on estates the provisions of this Financial Agreement including this release are fair and reasonable;
  - (f) At any time after the execution of this Financial Agreement the Wife and the Husband or his/her legal representative may request the other party or his/her legal representative to join in, at the cost of the one requesting, an application to the Supreme Court of New South Wales or any subsequent court or tribunal provided jurisdiction for the approval of the release relinquishing all claims under the Succession Act 2006 or any subsequent legislation. If such a request is made the other covenants to comply with such a request and to do all things reasonably necessary to obtain the approval of the Supreme Court of New South Wales or any subsequent court or tribunal given jurisdiction at the cost of the one requesting;
  - (g) The Wife and the Husband acknowledge that they have each received independent legal advice prior to entering into this Financial Agreement including the provision for release provided within this clause and each has given due consideration to that advice;

- (h) If the release provided by this clause is not approved by the Supreme Court of New South Wales pursuant to Section 95 of the *Succession Act 2006* or any subsequent legislation then the rest of this Financial Agreement is intended to remain valid and enforceable.

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## 10. Wills of the Parties

- 10.1 Nothing in this Agreement will prevent either party from leaving any or all of their respective property to their spouse under their respective wills.

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## 11. Taxes

- 11.1 Taxes (including capital gains tax and GST) arising or accruing upon or by virtue of the transfer or alienation of particular property or financial resources (which may arise by virtue this Agreement becoming operative) will be borne by the party who takes such property or financial resource and if charged or levied against the other party, that party will be indemnified by their spouse or former spouse to the extent of the charge or levy (and any penalties arising from such levy or charge);
- 11.2 In the event that capital gains tax which would be payable on any transfer of assets pursuant to any provision of this Agreement (*CGT Affected Provision*) is able to be reduced or delayed by reason of exemption or rollover relief being available under a court order and not available as a consequence of this Agreement, the parties will do all things and sign all necessary documents (including a Termination Agreement, consent orders to replace the *CGT Affected Provision*, or a new Financial Agreement to otherwise reinstate the provisions of this Agreement apart from the *CGT Affected Provision* to enable the parties to make an application for court orders by consent in relation to the transfer of interests referred to in the *CGT Affected Provision* in the same terms as the *CGT Affected Provision*.

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## 12. Retention of this Agreement

- 12.1 After the Wife and the Husband have signed this Agreement, the Wife will retain the original Agreement and the Husband will retain a copy.

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## 13. GST

- 13.1 Unless otherwise provided in this Agreement, any moneys payable under this Agreement have been calculated without regard to GST;
- 13.2 Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply.

---

## 14. Notices

### 14.1 Manner of Service

- (a) A notice or other communication required or permitted to be given by one party to another must be in writing and is taken to have been given when (unless otherwise proved):

- (i) delivered personally, at the time it is delivered to the party;
- (ii) sent by pre-paid mail to the address of the addressee specified in this Agreement:
  - (A) from Australia to an address within Australia, on the second Business Day after posting;
  - (B) from Australia to an address outside Australia or from outside Australia to an address within Australia, on the fifth Business Day (at the address to which it is mailed) after posting;
- (b) sent by fax to the fax number of the addressee with acknowledgment of receipt from the fax machine of the addressee before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (c) sent by email to the email address of the addressee or such other email address notified as being the email address to use for the purposes of this clause:
  - (i) where the email is sent during a Business Hour on a Business Day, upon the return of a receipt which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the last Business Hour on the day the email was sent; or
  - (ii) where the email is sent after the end of the last Business Hour on a Business Day or on a non-Business Day, the email will be deemed to be received at the beginning of the first Business Hour on the next Business Day.

## 14.2 Address for Service

The address for service of each party is set out on page 1 of this Agreement. A party may change its address for service by giving notice of that change in writing to the other parties.

---

## 15. Waiver or Variation

- 15.1
- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right;
  - (b) The exercise of a power or right does not preclude:
    - (i) its future exercise; or
    - (ii) the exercise of any other power or right; and
  - (c) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

---

## 16. Governing Law and Jurisdiction

- 16.1 (a) This Agreement is governed by the laws of the Commonwealth of Australia and New South Wales, where appropriate;

- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia and New South Wales, where appropriate.

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## 17. Further Assurance

- 17.1 Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

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## 18. Whole Agreement

- 18.1 In relation to the subject matter of this Agreement:
- (a) this Agreement is the whole agreement between the parties; and
  - (b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

---

## 19. No Reliance on Warranties and Representations

- 19.1 In entering into this Agreement, each party:
- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
  - (b) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

This clause does not apply to warranties and representations that this Agreement expressly sets out.

---

## 20. Severance

- 20.1 If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

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## 21. General Provision

- 21.1 In the event of default by either party of their obligations pursuant to this Financial Agreement, a Registrar or Deputy Registrar of the Family Court of Australia at Parramatta shall be appointed, pursuant to Section 106A of the Family Law Act, to sign any document or dealing in the name of the defaulting party and do all acts and things necessary to give effect to the provisions of this Financial Agreement.





## SCHEDULE "1"

### Assets

1.	Belinda Hill Enterprises Trust	\$250,000.00
2.	Shares in Belinda Hill Enterprises Pty Ltd	\$100.00
3.	2018 Volvo S90 T6 Inscription motor vehicle registration number BEE71H	\$61,000.00
4.	Household contents	\$5,000.00

### Superannuation

1.	Wife's interest in the B & G Price Superannuation Fund	\$1,111,337.00
2.	Uni Super	\$2,863.95

### Financial Resources

1.

### Liabilities

1.



## SCHEDULE "2"

### Assets

1.	2012 Toyota Aurion motor vehicle registration number WEN 65S	\$12,000.00
2.	St George Freedom Account number 479250975	\$8,581.00
3.	St George Incentive Saver Account number 471394641	\$18,096.00
4.	St George Incentive Saver Account number 489264351	\$28,097.00
5.	Household contents	\$5,000.00
6.	Tools	\$8,500.00

### Superannuation

1.	Husband's interest in the B & G Price Superannuation Fund	\$1,014,310.00
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### Financial Resources

1.

### Liabilities

1.



## SCHEDULE "3"

### Assets

1.	Property at 35 – 39 The Chase, Valley Heights	\$1,200,000.00
2.	Joint bank account with NAB account number 182792036	\$58.64
3.	Joint bank account with NAB account number 529315336 used solely by Belinda Hill	\$0

### Liabilities

1.	Offset Home Loan with NAB account number 848302102	\$31,000.00
2.	NAB Market Loan account number 204540826	\$666,000.00

Handwritten signatures in blue ink, including a large signature on the left and a smaller one on the right.

CERTIFICATE OF LEGAL PRACTITIONER

(Pursuant to s.90G Family Law Act)

I, Ken David Gray solicitor of Bateman Battersby Lawyers of 19 Lawson Street, Penrith HEREBY CERTIFY that I am a current Legal Practitioner entitled to practice in the Family Court of Australia and that in relation to the Financial Agreement in writing to which this certificate is attached and the execution of which I have witnessed, I advised my client Belinda May Hill independently of the other party and before signing the agreement as to the following matters:

- (i) the effect of the agreement on the rights of that party; and
- (ii) the advantages and disadvantages, at the time that the advice was provided, to the party of making the agreement.

DATED the 17th day of August 2021.



Ken David Gray  
Solicitor

CERTIFICATE OF LEGAL PRACTITIONER

(Pursuant to s.90G Family Law Act)

I, Andrew Bell of Bell Lawyers of Level 1, 9 Tindale Street, Penrith, Solicitor HEREBY CERTIFY that I am a current Legal Practitioner entitled to practice in the Family Court of Australia and that in relation to the Financial Agreement in writing to which this certificate is attached and the execution of which I have witnessed, I advised my client Glenn Allan Price independently of the other party and before signing the agreement as to the following matters:

- (i) the effect of the agreement on the rights of that party; and
- (ii) the advantages and disadvantages, at the time that the advice was provided, to the party of making the agreement.

DATED the 30<sup>th</sup> day of JULY 2021.



.....  
Andrew Bell  
Solicitor

**BELINDA HILL SUPERFUND**  
**ABN 72 800 277 998**

**STATEMENT OF FINANCIAL POSITION**  
**AS AT 30 JUNE 2022**

		2022	2021
		\$	\$
Represented by:			
<b>Liability for accrued members' benefits</b>			
551	<b>GLENN PRICE</b>		
-01	Balance at Beginning of Year	1,128,725.22	1,014,309.90
-02	Allocated Earnings	64,096.55	64,433.17
-04	Benefits Transferred In / Roll Over	(978,053.08)	-
-05	Income Tax Expense on Earnings	(9,614.44)	(9,664.98)
-11	Movement in Investment Values	94,845.75	59,647.13
-15	Benefits Paid During Year	(300,000.00)	-
		<u>-</u>	<u>1,128,725.22</u>
552	<b>BELINDA PRICE</b>		
-01	Balance at Beginning of Year	1,251,403.38	1,111,337.47
-02	Allocated Earnings	71,063.03	70,596.74
-04	Benefits Transferred In / Roll over	978,053.08	-
-05	Income Tax Expense on Earnings	(10,659.41)	(10,589.53)
-07	Contributions from Employer	13,076.91	17,300.97
-10	Income Tax Expense on Contributions	(1,961.55)	(2,595.15)
-11	Movement in Investment Values	105,154.25	65,352.88
-16	Excess non-Concessional contribution	(8,675.50)	-
		<u>2,397,454.19</u>	<u>1,251,403.38</u>
		<u>2,397,454.19</u>	<u>2,380,128.60</u>
-02	Profit Earned This Year	135,159.58	135,029.91
-03	Distribution to Members	(135,159.58)	(135,029.91)
		<u>-</u>	<u>-</u>
	<b>TOTAL EQUITY</b>	<u><u>2,397,454.19</u></u>	<u><u>2,380,128.60</u></u>
<b>ASSETS</b>			
<b>Investments</b>			
730	38 Derby Street, Kingswood NSW 2550	1,799,339.77	1,599,339.77
738	Property Improvements	400,660.23	400,660.23
		<u>2,200,000.00</u>	<u>2,000,000.00</u>
<b>Other Assets</b>			
680	Cash at Bank	205,770.24	388,747.25
851	Formation Expenses	1,100.00	1,100.00
		<u>206,870.24</u>	<u>389,847.25</u>
	<b>TOTAL ASSETS</b>	<u><u>2,406,870.24</u></u>	<u><u>2,389,847.25</u></u>

**BELINDA HILL SUPERFUND**  
**ABN 72 800 277 998**

**STATEMENT OF FINANCIAL POSITION**  
**AS AT 30 JUNE 2022**

	2022	2021
	\$	\$
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
904 Provision for Income Tax	287.05	5,952.65
883 Other Creditors	5,632.00	-
892 GST Payable	3,497.00	3,766.00
<b>TOTAL CURRENT LIABILITIES</b>	<u>9,416.05</u>	<u>9,718.65</u>
<b>TOTAL LIABILITIES</b>	<u>9,416.05</u>	<u>9,718.65</u>
<b>NET ASSETS</b>	<u>2,397,454.19</u>	<u>2,380,128.60</u>

*F (W)AC HC  
28/7/22*



**BELINDA HILL SUPERFUND**  
**ABN 72 800 277 998**

**OPERATING STATEMENT**  
**FOR THE YEAR ENDED 30 JUNE 2022**

	Note	2022 \$	2021 \$
<b>Investment revenue</b>			
Interest Received		191.68	380.31
Rent Received		137,190.00	139,880.00
<b>Net investment revenue</b>		<u>137,381.68</u>	<u>140,260.31</u>
<b>Contributions revenue</b>			
Employer's contribution		13,076.91	17,300.97
<b>Total contributions revenue</b>		<u>13,076.91</u>	<u>17,300.97</u>
<b>Other revenue</b>			
Other revenue		-	297.65
<b>Total other revenue</b>		<u>-</u>	<u>297.65</u>
<b>Total revenue</b>		<u>150,458.59</u>	<u>157,858.93</u>
<b>Expenses</b>			
Accountancy Fees		1,250.00	3,500.00
Filing Fees		259.00	259.00
Rates & Taxes		713.10	1,769.05
		<u>2,222.10</u>	<u>5,528.05</u>
<b>Benefits accrued as a result of operations before income tax</b>		148,236.49	152,330.88
Income tax expense		22,235.40	22,849.66
<b>Benefits accrued as a result of operations</b>		<u>126,001.09</u>	<u>129,481.22</u>

FINANCIAL  
  
 20/7/22

BELINDA HILL SUPERFUND  
ABN 72 800 277 998

TRUSTEES' DECLARATION

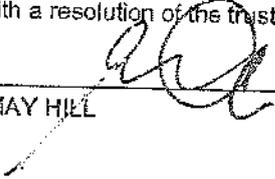
The trustee has determined that the fund is not a reporting entity and that the special purpose financial statements should be prepared in accordance with the accounting policies described in Note 2 to the financial statements.

In the opinion of the trustees:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2022 present fairly the financial position of the Superannuation Fund at 30 June 2022 and the results of its operations for the year then ended in accordance with the accounting policies described in Note 2 to the financial statements; and
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the Trust Deed; and
- (iii) the operation of the Superannuation Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 during the year ended 30 June 2022.

Signed in accordance with a resolution of the trustee by:

Trustee: x

  
\_\_\_\_\_  
BELINDA MAY HILL

Dated this 24 day of March 2022

## Self-managed superannuation fund annual return 2022

## Section A: Fund Information

## 1 Your tax file number

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)

BELINDA HILL SUPER FUND

## 3 ABN

72 800 277 998

## 4 Current postal address

Street

C/- G FERIZIS &amp; CO

Suburb/State/P'code

PO BOX 435

BANKSTOWN

NSW

1885

## 5 Annual return status

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

 N

## 6 SMSF auditor

Auditor's name

Title

Mr

Family name

TOSCAS

Given names

CHRIS

SMSF Auditor Number

100 300 892

Auditor's phone number

03 9046 8543

Postal address

Street

PO BOX 4063

Suburb/State/P'code

GEE LONG

NSW

3220

Date audit was completed

 A 21/02/2023

Was Part A of the audit report qualified?

 B  N

Was Part B of the audit report qualified?

 C  N

## 7 Electronic funds transfer (EFT)

## A Fund's financial institution account details

BSB no

182512

Account no

965390792

Fund account name

BELINDA HILL SUPERFUND

I would like my tax refunds made to this account.

 Y

## 8 Status of SMSF

Australian superannuation fund

 A  Y

Fund benefit structure

 B  A

Does the fund trust deed allow acceptance

 C  Y

of the Government's Super Co-contributions and Low Income Super-Contribution?

Sensitive (when completed)

ABN 72 800 277 998

---

9 Was the fund wound up during the income year?

N

---

10 Exempt current pension income

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

N

---

ABN 72 800 277 998

**Section B: Income**  
**11 Income**

Gross rent and other leasing and hiring income		<b>B</b>	137190	
Gross interest		<b>C</b>	191	
<b>Calculation of assessable contributions</b>		<b>R</b>	13077	
Assessable employer contributions	<b>R1</b>		13077	
plus Assessable personal contributions	<b>R2</b>		0	
plus No-TFN-quoted contributions	<b>R3</b>		0	
<b>GROSS INCOME</b>		<b>W</b>	150458	
<b>TOTAL ASSESSABLE INCOME</b>		<b>V</b>	150458	

**Section C: Deductions and non-deductible expenses**  
**12 Deductions and non-deductible expenses**

	<b>Deductions</b>		<b>Non-deductible expenses</b>	
Investment expenses	<b>I1</b>	1963	<b>I2</b>	0
Management and administration expenses	<b>J1</b>	259	<b>J2</b>	0
<b>TOTAL DEDUCTIONS (A1 to M1)</b>	<b>N</b>	2222		
<b>TOTAL NON-DEDUCTIBLE EXPENSES (A2 to L2)</b>			<b>Y</b>	0
<b>TOTAL SMSF EXPENSES (N + Y)</b>	<b>Z</b>	2222		
<b>TOTAL INCOME OR LOSS</b> (Total assessable income less deductions)	<b>O</b>	148236		

**Sensitive (when completed)**

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**Section D: Income tax calculation statement**  
**13 Income tax calculation statement**

		Taxable income	<b>A</b>	148236.00
		Tax on taxable income	<b>T1</b>	22235.40
		Tax on no-TFN-quoted contributions	<b>J</b>	0.00
Foreign inc. tax offsets	<b>C1</b>	<b>Gross tax</b>	<b>B</b>	22235.40
Rebates and tax offsets	<b>C2</b>	Non-refundable non-c/f tax offsets (C1 + C2)	<b>C</b>	0.00
ESVCLP tax offset	<b>D1</b>	<b>SUBTOTAL 1</b>	<b>T2</b>	22235.40
ESVCLP tax offset c/f from previous year	<b>D2</b>	Non-refundable c/f tax offsets (D1+D2+D3+D4)	<b>D</b>	
ESIC tax offset	<b>D3</b>	<b>SUBTOTAL 2</b>	<b>T3</b>	22235.40
ESIC tax offset c/f from previous year	<b>D4</b>	Refundable tax offsets (E1 + E2 + E3 + E4)	<b>E</b>	
Complying fund's franking credits tax offset	<b>E1</b>	<b>TAX PAYABLE</b>	<b>T5</b>	22235.40
No-TFN tax offset	<b>E2</b>	Section 102AAM int. charge	<b>G</b>	
NRAS tax offset	<b>E3</b>	Eligible credits (H1 + H2 + H3 + H5 + H6 + H8)	<b>H</b>	
Exploration cr. tax offset	<b>E4</b>	Tax offset refunds	<b>I</b>	0.00
<i>Credit:</i>		PAYG installments raised	<b>K</b>	22528.00
Int. on early payments	<b>H1</b>	Supervisory levy	<b>L</b>	259.00
Foreign res. w/holding (excl. capital gains)	<b>H2</b>	Supervisory levy adj. for wound up funds	<b>M</b>	
ABN/TFN not quoted	<b>H3</b>	Supervisory levy adj. for new funds	<b>N</b>	
TFN w/held from closely held trusts	<b>H5</b>	<b>TOTAL AMOUNT REFUNDABLE</b>	<b>S</b>	33.60
Int. on no-TFN tax offset	<b>H6</b>	(T5 + G - H - I - K + L - M + N)		
Credit for foreign res. capital gains w/holding	<b>H8</b>			

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**Section F: Member information**

**MEMBER NUMBER: 2**

Title	<input type="text" value="Mrs"/>	Account status	<input type="text" value="O"/>
First name	<input type="text" value="BELINDA"/>		
Other names	<input type="text" value="MAY"/>		
Surname	<input type="text" value="PRICE"/>		
Suffix	<input type="text"/>		
Member's TFN	<input type="text"/>	Date of birth	<input type="text" value="23/07/1971"/>
See the Privacy note in the Declaration			

**OPENING ACCOUNT BALANCE**

**Contributions**

Employer contributions	<b>A</b>	<input type="text" value="13076.91"/>
Employers ABN	<b>A1</b>	<input type="text" value="87 105 520 519"/>
Personal contributions	<b>B</b>	<input type="text" value="0.00"/>
<b>TOTAL CONTRIBUTIONS</b> (Sum of labels A to M)	<b>N</b>	<input type="text" value="13076.91"/>

**Other transactions**

Allocated earnings or losses	<b>O</b>	<input type="text" value="154920.82"/>	<input type="text" value="L"/>
Inward rollovers and transfers	<b>P</b>	<input type="text" value="978053.08"/>	
Accumulation phase account balance	<b>S1</b>	<input type="text" value="2397454.19"/>	
Retirement phase account bal. - Non CDBIS	<b>S2</b>	<input type="text" value="0.00"/>	
Retirement phase account balance - CDBIS	<b>S3</b>	<input type="text" value="0.00"/>	
TRIS Count		<input type="text" value="0"/>	

<b>CLOSING ACCOUNT BALANCE</b>	<b>S</b>	<input type="text" value="2397454.19"/>
Accumulation phase value	<b>X1</b>	<input type="text" value="2397454.19"/>
Retirement phase value	<b>X2</b>	<input type="text" value="0.00"/>
Outstanding limited recourse borrowing arrangement amount	<b>Y</b>	<input type="text" value="0.00"/>

Sensitive (when completed)

ABN 72 800 277 998

**Section G: Supplementary member information**

**MEMBER NUMBER: 1**

Title	<input type="text" value="MR"/>	Account status	<input type="text" value="C"/>
First name	<input type="text" value="GLENN"/>		
Other names	<input type="text" value="ALLAN"/>		
Surname	<input type="text" value="PRICE"/>		
Suffix	<input type="text"/>		
Member's TFN	<input type="text"/>	Date of birth	<input type="text" value="01/11/1974"/>
See the Privacy note in the Declaration			

**OPENING ACCOUNT BALANCE**

**Contributions**

Employer contributions	<b>A</b>	<input type="text" value="0.00"/>
Personal contributions	<b>B</b>	<input type="text" value="0.00"/>
<b>TOTAL CONTRIBUTIONS</b> (Sum of labels A to M)	<b>N</b>	<input type="text" value="0.00"/>

**Other transactions**

Allocated earnings or losses	<b>O</b>	<input type="text" value="0.00"/>
Outward rollovers and transfers	<b>Q</b>	<input type="text" value="1128725.22"/>
Accumulation phase account balance	<b>S1</b>	<input type="text" value="0.00"/>
Retirement phase account bal. - Non CDBIS	<b>S2</b>	<input type="text" value="0.00"/>
Retirement phase account balance - CDBIS	<b>S3</b>	<input type="text" value="0.00"/>
TRIS Count		<input type="text" value="0"/>

**CLOSING ACCOUNT BALANCE**

Accumulation phase value	<b>S</b>	<input type="text" value="0.00"/>
Retirement phase value	<b>X1</b>	<input type="text" value="0.00"/>
	<b>X2</b>	<input type="text" value="0.00"/>

**Section H: Assets and liabilities**

**15 ASSETS**

**15b Australian direct investments**

**Limited Recourse Borrowing Arrangements**

Australian residential real property	<b>J1</b>	<input type="text"/>	Cash and term deposits	<b>E</b>	<input type="text" value="205770"/>
Australian non-residential real property	<b>J2</b>	<input type="text"/>	Debt securities	<b>F</b>	<input type="text"/>
Overseas real property	<b>J3</b>	<input type="text"/>	Loans	<b>G</b>	<input type="text"/>
Australian shares	<b>J4</b>	<input type="text"/>	Listed shares	<b>H</b>	<input type="text"/>
Overseas shares	<b>J5</b>	<input type="text"/>	Unlisted shares	<b>I</b>	<input type="text"/>
Other	<b>J6</b>	<input type="text"/>	Limited recourse borrowing arrangements (J1 to J6)	<b>J</b>	<input type="text"/>
Property count	<b>J7</b>	<input type="text"/>	Non-residential real property	<b>K</b>	<input type="text" value="2200000"/>
			Residential real property	<b>L</b>	<input type="text"/>
			Collectables and personal use assets	<b>M</b>	<input type="text"/>
			Other assets	<b>O</b>	<input type="text" value="1100"/>

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS**  
 (sum of labels A to T)

**U**

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ABN 72 800 277 998

**16 Liabilities**

Borrowings for limited  
recourse borrowing  
arrangements  
Permissible temporary  
borrowings  
Other borrowings

V1	
V2	
V3	

Borrowings  
Total member closing  
account balances  
Reserve accounts  
Other liabilities  
**TOTAL LIABILITIES**

V	
W	2397454
X	
Y	9416
Z	2406870

**Section K: Declarations**

**Important**

Before making this declaration check to ensure 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 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 more 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, director or public officer's contact details:**

Title	
Family name and suffix	HILL
Given and other names	BELINDA MAY
Phone number	0419 616 472

Time taken to prepare and complete this tax return (hours)

J	0
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Sensitive (when completed)

ABN 72 800 277 998

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**TAX AGENT'S DECLARATION:**

We declare that the Self-managed superannuation fund annual return 2022 has been prepared in accordance with information provided by the trustees, that the trustees have given us a declaration stating that the information provided to us is true and correct, and that the trustees have authorised us to lodge this annual return.

Tax agent's signature

Date

**Tax agent's contact details**

Title	<input type="text"/>
Family name and suffix	FERIZIS
Given and other names	GEORGE
Tax agent's practice	G. FERIZIS & CO PTY LTD
Tax agent's phone	02 97968377
Reference number	BANDGPRICE
Tax agent number	26091790

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**NOTE: THIS PRINT-OUT IS NOT TO BE LODGED WITH THE ATO.**

ABN 72 800 277 998

**Interest Income**

Financial institution Branch Sharing status (if applicable)	Account Number	TFN withholding	Interest
Macquarie **0792			191.68
Total share for this return			191

**Other Income**

Code	Description	Amount
O	Rebates	
<b>Total</b>		

Sensitive (when completed)

## SELF MANAGED SUPERANNUATION FUND INDEPENDENT AUDITOR'S REPORT

### APPROVED SMSF AUDITOR DETAILS

**Name of Auditor:** Chris Toscas  
**Business Name:** SMSF Audit Services  
**Business Postal Address:** PO Box 4063, GEELONG, VIC, 3220  
**SMSF Auditor Number:** 100300892

### SELF MANAGED SUPERANNUATION FUND DETAILS

**Self Managed Superannuation Fund Name:** Belinda Hill Super Fund  
**Australian Business Number:** 72800277998  
**Address:** C/ - Ferizis Group  
Suite 15/ 432 Chapel Road  
BANKSTOWN NSW 2200  
**Year of Income Being Audited:** 2022

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To the SMSF trustees of the Belinda Hill Super Fund

#### **Part A: Financial Audit**

##### **Opinion**

I have audited the special purpose financial report of the Belinda Hill Super Fund comprising the statement of financial position as at 30 June 2022, and the operating statement, a summary of significant accounting policies and other explanatory notes.

In my opinion, the financial report presents fairly, in all material respects, in accordance with the accounting policies described in the notes to the financial report: the financial position of the fund at 30 June 2022 and the results of its operations for the year then ended.

##### **Basis for Opinion**

My audit has been conducted in accordance with Australian Auditing Standards (issued by the auditing and assurance standards board) <sup>1</sup>. My responsibilities under those standards are further described in the Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report section of this report. I am independent of the self-managed superannuation fund in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including independence standards) (the Code) that is relevant to this audit as required by the Superannuation Industry (Supervision) Regulations 1994 (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. My firm or network firm did not prepare the financial statements for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

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<sup>1</sup> The Australian Auditing Standards issued by the Auditing and Assurance Standards Board.

## **Emphasis of Matter - Basis of Accounting**

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist Belinda Hill Super Fund meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

## **Responsibility of SMSF trustee for the financial report**

Each SMSF trustee (individual trustee or director of corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund or have no realistic alternative but to do so.

Each trustee is responsible for overseeing the fund's financial reporting process.

## **Approved SMSF auditor's responsibilities for the audit of the financial report**

My objective is to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may

cause the fund to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that I may identify during the audit.

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## **Part B: Compliance Engagement**

### **Opinion**

I have undertaken a reasonable assurance engagement on the Belinda Hill Super Fund to provide an opinion in relation to its compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below ("the listed provisions") for the year ended 30 June 2022.

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K  
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of Belinda Hill Super Fund has complied, in all material respects, with the listed provisions for the year ended 30 June 2022.

### **Basis for Opinion**

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### **Independence and quality control**

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement/ ASQM 1 *Quality Management for firms that Perform Audits or Reviews of Financial Reports and Other Financial Information, or Other Assurance or Related Services Engagements* in undertaking this assurance engagement. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

### **SMSF trustees' responsibilities**

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the listed provisions, controls which will mitigate those risks and monitoring ongoing compliance.

### **Approved SMSF auditor's responsibilities**

My responsibility is to express an opinion on the trustees' compliance, in all material aspects, with the listed provisions, for the year ended 30 June 2022. ASAE 3100 Compliance Engagements require that I plan and perform my procedures to obtain reasonable assurance about whether the trustee have complied, in all material aspects, with the listed provisions for the year ended 30 June 2022.

An assurance engagement to report on the trustees' compliance with the listed provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the SISA and the SISR for the year ended 30 June 2022.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

### **Inherent limitations**

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected. A reasonable assurance engagement for the year ended 30 June 2022 does not provide assurance on whether compliance with the listed provisions will continue in the future.

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**Signature:**



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Signature of approved SMSF auditor  
**CHRIS TOSCAS**

**Date: 27 March 2023**

## Appendix 1 – Explanation of listed sections and regulations in compliance report

This appendix is included to assist trustees with the meaning of the legislation and regulations listed above

Section or Regulation	Explanation
S17A	The fund must meet the definition of SMSF.
S35AE	The trustees must keep and maintain accounting records for a minimum of 5 years
S35B	The trustees must prepare sign and retain accounts and statements
S35C(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: <ul style="list-style-type: none"> <li>• fund members upon their retirement</li> <li>• fund members upon reaching a prescribed age</li> <li>• the dependants of a fund member in the case of the member’s death before retirement</li> </ul>
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets ( not listed as an exception to the borrowing rules)
S82-85	The trustees must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
S104	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
S104A	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration
S105	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms- length – that is, purchase, sale price and income from an asset reflects a true market value/rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06 (9A)	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor

Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited
Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules