

- (e) any reference to a party includes that party's executors, trustees, administrators, successors in title and assigns;
- (f) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (g) a reference to a Statute includes a reference to or citation of all enactments amending or consolidating the Statute and to an enactment substituted for the Statute;
- (h) monetary references are references to Australian currency;
- (i) the Background does not form part of the document;
- (j) the Schedule and Annexures form part of this document;
- (k) a reference to an Item is a reference to an Item in the Schedule to this document; and
- (l) headings are included for convenience only and do not affect interpretation of this document.

## 6. EMPLOYER'S AND TRUSTEE'S POWERS

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### 6.1 Employer's Power

Nothing in this Deed affects the powers of an Employer with regard to the terms of employment or dismissal of an Employee. The existence or cessation of any actual or prospective Benefit under the Fund will not be grounds for claiming or increasing damages in any action brought against an Employer in respect of any termination of employment or otherwise.

### 6.2 Exercise of Discretions

Despite anything to the contrary in this Deed:

- (a) in exercising its powers the Trustee is not subject to the direction of any other person except where the Relevant Requirements permit. If any provisions of this Deed would permit a person to give a direction to the Trustee in circumstances other than those permitted by the Relevant Requirements, the Trustee may disregard any such direction;
- (b) if a discretion under this Deed may be exercised by a person other than the Trustee, that discretion must not be exercised without the consent of the Trustee except in circumstances permitted under the Relevant Requirements.

## 7. PROPER LAW

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This Deed will be governed and construed in accordance with the laws of the State or Territory of the Commonwealth of Australia in which the Deed is executed.

No application form exists.  
However, a contribution was made on  
17/06/2014 for Don.

## 8. MEMBERSHIP OF FUND

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### 8.1 Application for Membership

- (a) Any person may apply to become a Member by completing an application for membership.
- (b) If an application for membership is not provided, the payment of a Contribution in respect of a person is deemed to constitute the receipt of an application for membership in respect of that person.



## 8.2 Admission to Membership

- (a) Subject to clause 8.2(d), a Member is deemed to have joined the Fund on the date the completed application for membership is received or deemed to have been received or any other date determined by the Trustee.
- (b) The Trustee may impose conditions on a person's admission as a Member and may vary the conditions at any time.
- (c) Upon admission to membership the Member will be bound by this Trust Deed in all respects as if the Member were an original party to the Deed.
- (d) The Trustee has a discretion as to whether an application for membership is accepted. If the Trustee does not accept a person as a Member, the Trustee must notify the person of that decision as soon as possible.
- (e) The Trustee must not admit any person as a Member if it may in the reasonable opinion of the Trustee result in the Fund becoming a public offer superannuation fund for the purposes of the Relevant Requirements, or make the Trustee a Registrable Superannuation Entity.

## 8.3 Cessation of Membership

A person ceases to be a Member upon the earliest to occur of the following:

- (a) the date upon which all the Member's Benefits are paid;
- (b) the date the death Benefit for the Member commences to be payable;
- (c) the commencement of the payment to the Member of a Pension or the purchase of an Annuity for the Member, (in relation to which Pension or Annuity that person is now referred to as a Pensioner) which constitutes the whole of the Member's Benefit; or
- (d) any other date as the Trustee reasonably determines.

For the purposes of clarity, although a person ceases to be a Member when a pension is commenced, they then become a Pensioner with rights that are appropriate for a Pensioner.

## 9. MEMBERSHIP NOTIFICATION REQUIREMENTS

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The Trustee must provide to Members, former Members, Beneficiaries and the Commissioner on an annual basis and all other occasions required by the Relevant Requirements any information which is required by the Relevant Requirements.

## 10. MEETINGS OF MEMBERS

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The following provisions apply in relation to meetings of Members:

### 10.1 Notice

At least one-half of the Members may call a meeting by giving notice in writing to the Trustee.

### 10.2 Meeting Date

The Trustee must convene a meeting of Members within 14 days of receiving the request and must send a notice of the meeting to each Member.

### 10.3 Trustee Convening Meeting

The Trustee may at any time convene a meeting of Members by notice in writing at least 10 days before the meeting.

