



## COMPLIANCE & ADMINISTRATION AGREEMENT

Tranzact Total Super  
GPO Box 849  
Brisbane Qld 4001

Phone: 1800 644 804  
Fax: 07 3211 1455  
E-mail: [contact@tranzacttotalsuper.com.au](mailto:contact@tranzacttotalsuper.com.au)

Version 2008/2009 TTS

Adviser Name

Phone Number



## **WELCOME**

Thank you for selecting Tranzact Total Super to provide you with the peace of mind of knowing that your Fund is professionally administered. We value your choice and look forward to being of service to you now and into the future.

The number of documents attached may seem a little daunting however we hope that this summary will assist you to complete them more easily and correctly. Please remember that we won't necessarily understand your abbreviations so **full names and full street addresses** (not Box numbers) will be of great assistance. Also a little time spent now in supplying all the information we require will mean we won't have to annoy you later to chase things up. Remember that if you have any questions you can always e-mail us at [contact@tranzacttotalsuper.com.au](mailto:contact@tranzacttotalsuper.com.au) or phone us on 1800 644 804.

## **APPLICATION & AGREEMENT**

This is the agreement between you and ourselves. It outlines our charges and mutual responsibilities.

## **DATA COLLECTION FORM**

You will only have this extension after the signature page if you are starting a brand new Fund. The form allows you to establish a new deed and, if you wish, a new corporate trustee.

## **REGISTRATION AUTHORITY FOR ABN & TFN**

You will only have this form if this is a New Fund. It is to ensure your fund is issued with an Australian Business Number and Tax File Number.

## **MACQUARIE CASH MANAGEMENT TRUST THIRD PARTY AUTHORITY**

This restricted authority only allows us to collect the monthly fees and other expenses you have authorised. It also allows payments to the tax office as needed. Remember this form needs you to set up your Fund's cash account with Macquarie Bank. If you already have a Macquarie CMT then you only need to return the Third Party Authority to us. If not then the latest version of Macquarie's Product Disclosure Statement is available on line.

Only the application form should be completed and returned to us. Please do not complete the Third Party Authority included with the Macquarie PDS as the one we have included for you places more restrictions on us than the one in the PDS. We need you to complete only our version of the Third Party Authority and return it to us.

## **ADVISER AUTHORITY TO RELEASE INFORMATION**

This document is to be signed by your adviser and is to assist us in collecting information from fund managers.

## **BUSINESS ACTIVITY STATEMENT AUTHORITY**

This allows us to lodge your BAS returns within the limited timeframes provided by the Government and so avoid penalties.

## **COMPANY ADMINISTRATION NOTIFICATION**

You will only have this form if you have a corporate trustee. It gives you the opportunity of passing the ongoing administration of the company to us. This will also make our office the registered address for the company so we can receive all the ASIC notices.

## **INVESTMENT MANAGER INSTRUCTIONS**

This is a multi purpose document. It can

- \* Change the financial adviser for a managed investment
- \* Authorise investment houses to provide us with information
- \* Change the postal address to ourselves
- \* Cancel participation in income reinvestment plans
- \* Direct all income to the fund's cash account
- \* Provide the fund's tax file number to investment houses
- \* Cancel or alter the forwarding of Annual Reports

## **TAX AGENT'S UPDATE OF CLIENT DETAILS – CU FORM**

This enables the fund to be registered with our tax agent for tax and BAS lodgement.

## **NOTIFICATION OF APPROVED CONSOLIDATED REPORTING SERVICE**

In order to receive our concessional pricing structure for consolidated reporting structures this form is required. It is not required if such a structure is not being used and can be completed later if such arrangements are made.

## **CHANGE OF ADMINISTRATOR NOTICE**

This will only be included where we are taking over the fund administration from a previous administrator. It is to enable us to collect your records directly from the previous administrator and reduce any inconvenience to you.

## **NOTICE OF CONSENT TO ACT AS TRUSTEE**

There is consent notice for each trustee or director. It is a legal requirement.

## **AUTHORITY TO RELEASE RBL INFORMATION**

This authority is to enable us to gather your RBL information if necessary. There is one for each member.

## **TAX FILE NUMBER NOTIFICATION FORM**

This allows Fund benefits to be paid to you without deduction of withholding tax. There is one for each member.

## **TRUSTEE DECLARATION**

This form is provided by the ATO. It stresses the need for you to have adequate knowledge to own a self managed super fund and requires you to declare that you have that knowledge. It is required for every new trustee.

Once again welcome to Tranzact Total Super and we look forward to being of service to you.

Best Wishes

*David Busoli*

David Busoli  
CEO

# APPLICATION & AGREEMENT

The Agreement is between Total Super Pty Ltd (A.C.N. 080 841 336) trading as Tranzact Total Super ("TS")

and   
(collectively, "Trustee")

with respect to   
(" Fund Name")

TTS and the Trustee agree as follows:

## Part 1 - TERM

This Agreement commences on the 1st day of the month of acceptance by TTS. This Agreement remains in force unless terminated by TTS or the Trustee in accordance with Part 6 below.

## Part 2 - THE TRANZACT TOTAL SUPER SERVICE COMMITMENT

TTS are committed to exercising all reasonable care and skill in providing the required service. TTS and/or its nominee/s will perform the services and duties identified below.

### 2.1 ESTABLISHMENT OF A NEW FUND

The establishment of a new Fund includes the preparation of a Trust Deed (3 copies), Minutes of meetings, obtaining a Tax File Number and an Australian Business Number, filing an Application to register for "Pay as You Go" tax, filing a Regulated Fund Notification, establishing a fund accounting system, stamping of the Trust Deeds and GST registration if applicable. TTS will also set up a Trustee Company if required. The Company package includes copies of the Company's Constitution, all statutory documentation required under the Corporations Law and Certificate of Registration.

### 2.2 TAKEOVER OF EXISTING FUNDS

The takeover of an Existing Fund will involve the following process:

- a) TTS will review the last audited financial statements for the Fund along with other associated documentation. In the event that TTS discovers the fund fails to comply with the Superannuation Industry (Supervision) Act 1993 and Regulations, TTS will advise you, as TTS is unable to accept non-complying funds.
- b) Provided no compliance issues are found, or those found are rectified, TTS will confirm the transfer of the Fund to the TTS compliance bureau and administration service. Please note that acceptance of the Fund does not warrant that the Fund is complying. The speed with which the fund is completely established on the TTS systems will depend on the quality and completeness of the information provided.

### 2.3 TRANZACT TOTAL SUPER SERVICES

TTS offers two versions of its service:

1. 24/7 - this service involves ongoing information processing during the year with the results posted to the web. It is most suitable for Funds that do not have Wrap investments and where the adviser/trustee is prepared to provide a constant flow of information to TTS. We will request information on a regular basis if it has not been forwarded to us.
2. Yearly - this service involves the processing of Fund information at year end. Results are not posted to the web. It is most suitable for Funds that contain Wrap investments and where the adviser/trustee is not prepared to provide TTS with a constant flow of information.

TTS services will include the following as and when applicable:

Services Provided	24/7	Yearly
Maintenance of Fund records	•	•
Annual Member & Trustee Reporting including Member Statements, Minutes & supporting documentation	•	•
On forwarding of evidence of portfolio activities	•	N/A
Maintenance of changing Member component position & benefit payment documentation	•	In arrears
Maintenance of Capital Gains Tax and Deferred Tax records	•	In arrears
Preparation of drawdown and rollover documentation	•	In arrears
Daily updates to the World Wide Web of Fund details including valuations, transactions and asset allocation	•	N/A
Notification of adjustments required to pensions paid to ensure compliance	•	In arrears
Liaison with Centre Link, DVA, ATO including tax audit at extra cost, ASIC and APRA	•	•
Calculation of allowable pension levels	•	In arrears
Annual Fund Financial Statements preparation & lodgement	•	•
Preparation & lodgement of GST & Tax returns for the Fund including Business Activity Statements	•	Yearly
Facilitation of external Audit	•	•
Facilitation of Actuarial Certificate and Solvency Certificate and surcharge reporting if applicable	•	•
Production of Group Certificates	•	In arrears

**Part 3 -COMMITMENT OF THE TRUSTEE**

The Fund is in the Trustees' name and under the control of the Trustee. TTS has no authority to deal with Fund assets and therefore TTS needs the cooperation of the Trustee so that it can provide the Trustee with the benefits of TTS's services.

Accordingly the Trustee acknowledges and agrees that the Trustee will:

- a) ensure that any activity of the Fund is in compliance with the applicable Trust Deed and the laws then applicable. If in doubt the Trustee should refer the matter in writing to TTS for comment prior to implementation;
- b) open and maintain a Macquarie Cash Management account as the Fund's "Cash Account" or some other cash account as approved by TS. The Cash Account must only be used for transactions relating to the Fund and will not be used for personal banking purposes;
- c) deposit or retain sufficient funds in the Cash Account to pay outgoings including the fees which are debited on a monthly basis;
- d) assist TTS by signing any redemption request, share transfer and/or other documents necessary to maintain the Fund's compliance and attend to any matters required within a reasonable time and without any unnecessary delay;
- e) ensure that each investment pays any income or redemptions relating to that investment to the Cash Account;
- f) advise TTS if funds are removed from the Cash Account or deposited into the Cash Account for any reason;
- g) ensure that TTS is provided with the Fund's current written Investment Strategy and ensure that the Fund's investments are made in accordance with that strategy;
- h) ensure that all investments are made in the Trustee's name but care of TTS's postal address (GPO Box 849, Brisbane QLD 4001) for all correspondence unless otherwise agreed in writing by TTS;
- i) authorise TTS to deduct and pay from the Cash Account fees as agreed including Adviser fees if so authorised;
- j) authorise TTS to deduct payments for miscellaneous expenses relating to the Fund. This will generally include consulting work and Trust Deed variation costs as separately agreed, Audit, Actuarial fees, Pension Establishment, bank dishonour fees and stamp duty charges;
- k) indemnify TTS against all claims made against TTS or suffered by TTS as a direct or indirect result of the Trustee failing to comply, or failing to comply in sufficient time, with any of the Trustee's responsibilities pursuant to this Part 3. The Trustee acknowledges and confirms that, for the purposes of this Agreement, any reference to the obligations of the Trustee includes the obligations of the member.

**Part 4 - DAY TO DAY MATTERS**

TTS and the Trustee agree that, unless notified in writing to the contrary, communication between TTS shall be conducted via the adviser as notified to TTS from time to time. TTS and the Trustee agree that, within the terms of this agreement, the adviser role is one of facilitation and does not authorise the adviser to instruct TTS on behalf of the Trustee. For the purposes of this agreement Adviser means the Trustee's Financial Planner, Investment Adviser, Accountant, or other nominated person. If TTS is authorised to contact the Trustee direct the contact details are:

Name:		Postal:	
E-mail:			
Phone:			

**Part 5 - VARIATION OF CONDITIONS**

If at any time TTS determines that there needs to be a change either to the fee structure or any other term or condition of this Agreement, TTS can vary them after providing thirty (30) days notice in writing ("Notice of Variation"). The Trustee has the right to reject the Notice of Variation in which case this Agreement will terminate from the date on which the fees or conditions would have altered.

**Part 6 - TERMINATION**

This Agreement may be terminated by either party giving the other 30 days notice in writing or by the rejection of a Notice of Variation in accordance with the provisions of Part 5. TTS may terminate this Agreement immediately if the Trustee has failed to pay any fees or otherwise breaches its duties under and in accordance with the provisions of this Agreement. Provided that all fees have been paid to the date of termination TTS will make the file available for collection within 30 days after termination of this Agreement unless it has been mutually agreed that additional work is to be completed first. It is the Trustee's responsibility to ensure that all of the individual investment managers and other parties to the Fund are advised of the Fund's change of address. Where the Trustee is an individual, in the event of the Trustee's death, this Agreement will continue to be enforceable against the Trustee's estate until the Trustee's legal personal representative terminates this Agreement in accordance with Part 6. The Trustee will be provided with a Fund report ("Report") as at the end of the last full month of the term of this Agreement. The Trustee is not entitled to any other report, including any reports required by the authorities in relation to superannuation funds, unless at all times during the preparation of the Report (which may take up to or exceed 90 days after the end of the date of the Report for all necessary information to be obtained) the Trustee remains a client of TTS, has paid all its fees and performed all its obligations under and in accordance with the provisions of this Agreement and the Agreement remains in full force and effect. Hard copy information will be provided to the new fund administrator sufficient to enable the takeover of the fund but electronic files will not be made available. In the event that the termination includes a wind up of the fund then the fees nominated in Part 8 will apply.

**Part 7 - LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement, TTS will not be responsible or liable for any claims that arise, whether directly or indirectly as a result or consequence of:

- a) a Trustee breaching the provisions of the Trust Deed or any applicable laws which result in the Fund being deemed non compliant with the Superannuation Laws;
- b) the Trustee failing to comply, or failing to comply in sufficient time, with any of the Trustee's responsibilities pursuant to the provisions of this Agreement;
- c) any act, omission, deceit, neglect, mistake or default of any person except to the extent that any such loss is attributable to the wilful negligence, wilful deceit or wilful default of TTS;
- d) the use by the Trustees of a Trust Deed which is deficient and
- e) any particular investment or investment performance or rate of return.

**Part 8 - FEES AND CHARGES**

GST is included in all cases but the Fund is entitled to a 75% refund of most GST if the Fund is registered for GST.

**8.1 INITIAL FEES (once only) - (All fees include GST)**

Establishment Fee (mandatory) \$465   
New Deed (mandatory) \$520

NOTE: All the above fees must accompany this application either by way of a cheque or by credit card authority.

Payment Method	Cheque	Master Card	Visa Card
Fund Name:	<input type="text"/>		
Card Holder Name:	<input type="text"/>		
Credit Card No:	<input type="text"/>	Expiry Date:	<input type="text"/>
Signature:	<input type="text"/>		

NB: A payment other than from the Fund will be regarded as a non-concessional contribution to the member with the largest account balance.

**8.1.1 ADDITIONAL FEES FOR EXISTING FUNDS ONLY**

The cost of bringing existing funds onto the system is not covered by the Establishment Fee as it involves significant retrospective work. This cost is justifiable only if the fund remains on the system for at least 4 years so, for existing funds only, there is a deferred establishment fee of \$990 if the fund leaves the system in less than 4 years. This fee is NOT prorated but is payable in full if the fund leaves the system at any time under 4 full years of billed administration services. This fee DOES NOT apply to funds that have commenced with the TTS service in their first financial year of operation or are wound up.

**8.2 ONGOING FEES (All fees include GST)**

**Compliance & Administration Service**

The fee is a set minimum monthly amount determined by the number of investments held by the fund at the beginning of the month. An investment is defined as any asset with other than a zero balance. The value of the fund is irrelevant. The minimum monthly fee will vary upwards or downwards as the number of investments in the fund changes. Where the cash account is not a Macquarie CMT the fund cash account will be counted as 2 for billing purposes. Where multiple investments are retained on a consolidated platform capable of providing usable tax, dividend and transaction data without the need for TTS to input individual investment details then the platform will be counted as 2 for billing purposes. Where such arrangements are utilised fund records will not be updated on a daily basis.

In order to qualify for this concessional pricing a separate "Notification of Consolidated Reporting Account" form MUST be completed

The ongoing fee is calculated each month in advance as \$132 plus \$7.50 per investment (counted at the end of the previous month) unless there are unusual fund features which require extra work. Fees are the same irrespective of the service choice selected below. The only difference being that an estimated monthly fee is charged for the yearly service and adjusted after the records have been processed.

Please nominate your service choice 24/7  OR Yearly

NB: Where no adviser is nominated for this account such that trustee queries will be directed to TS then the Compliance and Administration fees above will be increased to \$145 plus \$8.50 per investment.

Lump sum payment documentation (when a payment is taken as a withdrawal rather than a pension) will incur a fee of \$110 if the member is over age 60 or \$195 if under age 60 when the withdrawal occurs.

There are no extra fees for BAS (see # below), pension administration (excluding set up) or reasonable queries. An additional charge may be levied where the fund requires an unusually high level of attention. Please note that the monthly fee is in payment of the compliance and administration duties actually performed within that month. It is not payment in advance for requirements yet to fall due. In the event this agreement is terminated work will continue only in accordance with Part 6.

# Most administrators do not complete annual BAS without charging extra fees. BAS registration entitles the fund to a 75% refund of certain GSTs paid. To calculate the minimum benefit to which you are entitled add ongoing TTS and adviser fees together and multiply by .068. For example TTS fees of \$1,800 and adviser fees of \$3,000 (total=\$4,800) will result in a refund of \$326 thus the net administration fee is \$1,800 - \$326 = \$1,474.

Please note that

all ongoing fees will be deducted from the Fund's cash account  
all fees will be indexed by the greater of 5% or CPI in July of each year

**8.3 RETROSPECTIVE ADMINISTRATION FEES (All fees include GST)**

To bring Existing Fund Records Up To Date for the current financial year the charges are as per 8.2 above and are levied for each month work is required. The fees will be debited as soon as practicable after the commencement of the administration process and may be the minimum fee for a single investment fund of \$153.50 per month until such time as the records have been sufficiently completed to enable the fees to be calculated correctly based on the number of investments each month.

**8.4 ADDITIONAL FEES (All fees include GST and are regularly updated on the TTS website at [www.tranzacttotalsuper.com.au](http://www.tranzacttotalsuper.com.au))**

These fees are generally paid by way of deduction from the Fund's cash account as incurred.

Audit Fee – (Minimum of \$440) The Audit fee may increase depending on the size and difficulty of the Fund.

Actuarial Fees - Actuarial Fees will be incurred if applicable.

Corporate Trustee Maintenance - If the Fund has a trustee company for which TTS is acting as the Registered Office a maintenance fee of \$315 including GST will be charged in addition to the yearly ASIC fee (currently \$40).

ATO Levy - The annual ATO Levy is \$150 for 2007/2008 and will be required when the fund financials are lodged with the ATO. Pension Establishment - A fee will be charged to establish a new pension or to rectify an existing pension that has not been properly established previously. The current fee schedule is on the TTS website at [www.tranzacttotalsuper.com.au](http://www.tranzacttotalsuper.com.au).

Wind Up of the Fund - A minimum fee of \$625 will apply where the fund is to be wound up in addition to the cost of Audit, Actuarial services, ATO levy, ASIC lodgement fee and deferred establishment fee as applicable.

Change of Administrator - \$230 unless end of year accounting is required prior to transfer then an additional minimum fee of \$1,040 will apply. File Transport, Audit, Actuaries, ATO levy, ASIC lodgement and deferred establishment fees will be additional as applicable.

Extra Work - If a member or the Trustee enters into a transaction or performs a task that may cause a breach of the Superannuation Industry (Supervision) Act 1993 ('the SIS Act') then the Fund may incur additional fees for remedial action. Any work outside the scope of this agreement such as an ATO audit on the Fund will be similarly charged.

**8.5 ADVISER FEES (Can ONLY be collected if a Macquarie CMT is the Fund's cash account)**

Only Adviser Fees that are to be collected by TTS are to be indicated below. Note that all fees will be levied on a monthly basis.

Commencement Date for Adviser Fees:  \$ Amount of Adviser Initial Fees:

Adviser Ongoing Fee (including GST):  Indicate amount, percentage or scale:

**ACKNOWLEDGEMENT AND AGREEMENT**

Trustee:

Signature of Trustee/Director 1 :  Signature of Trustee/Director 2:

Name 1:  Name 2:

Signature of Trustee/Director 3:  Signature of Trustee/Director 4:

Name 3:  Name 4:

Tranzact Total Super:

Signature:

SECTION B (i): NEW FUND APPLICATION

B.1 Fund Name

If this is a new fund order please make the name unique e.g. "J & B Brown S/F" rather than "Brown S/F". Also DO NOT place "The" at the beginning of the name as in "The J & B Brown S/F".

Specific Commencement Date if required

If no date is inserted we will leave the documents undated.

SECTION B (ii): MEMBER DETAILS

Member 1:

Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name

First Name/s

Street Address

Date of Birth

Place of Birth including Country

Tax File Number

Occupation

Is the Member a Trustee of the Fund or a Director of the Corporate Trustee if applicable?

Yes  No

Member 2:

Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name

First Name/s

Street Address

Date of Birth

Place of Birth including Country

Tax File Number

Occupation

Is the Member a Trustee of the Fund or a Director of the Corporate Trustee if applicable?

Yes  No

Member 3:

Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name

First Name/s

Street Address

Date of Birth

Place of Birth including Country

Tax File Number

Occupation

Is the Member a Trustee of the Fund or a Director of the Corporate Trustee if applicable?

Yes  No

Member 4:  Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name  First Name/s

Street Address

Date of Birth  Place of Birth including Country

Tax File Number  Occupation

Is the Member a Trustee of the Fund or a Director of the Corporate Trustee if applicable?  Yes  No

**SECTION C (i): STREET ADDRESS WHERE TRUSTEE MEETINGS ARE HELD**

Street Address

**SECTION C (ii): RELATED EMPLOYERS**

If there are no Related Employer contributes to this fund then GO TO D

Related Employer

ACN  ABN

Date of Incorporation  Street Address of Registered Office

Please tick the box if the company's Articles of Association/Constitution **DOES NOT AUTHORISE** a written resolution instead of holding a Director's meeting.

**SECTION D: TRUSTEE DETAILS**

If the Trustees are Individuals complete D (i)

If the Trustee is an existing Company complete D (ii)

If the Trustee is a new Corporation to be established complete E

**SECTION D (i) : TRUSTEE INFORMATION WHERE EXISTING TRUSTEES ARE INDIVIDUALS**

Name 1

Name 2

Name 3

Name 4

Note: Each Individual must be a member unless they satisfy an exception under Section 17A of the SIS Act.

**SECTION D (i) (a) LEGAL PERSONAL REPRESENTATIVES**

Is there an individual trustee who is a LPR (or Parent/Guardian) acting on behalf of a Member?  No  Yes

Details

**SECTION D (ii): TRUSTEE INFORMATION WHERE TRUSTEE IS AN EXISTING COMPANY**

Company Name	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>
Date of Incorporation	<input type="text"/>	Street Address of Registered Office	<input type="text"/>
Full Names of ALL directors of the Trustee Company			
<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>	

Note: Each Director must be a member unless they satisfy an exception under Section 17A of the SIS Act.

**SECTION D (ii) (a) LEGAL PERSONAL REPRESENTATIVES**

Is there a corporate trustee who has a Director who is a LPR (or Parent/Guardian) acting on behalf of a Member?  No  Yes

**SECTION D (ii) (b) REGISTERED OFFICE**

Is Tranzact Total Super to maintain the Corporate records and be the Registered Office?   Yes  No

We will act as the Registered Office and ensure that all routine regulatory actions are attended to for a fee of \$315 per annum. Yearly ASIC fees are additional. This service is limited to Special Purpose Superannuation Trustees only.

Please tick the box if the company's Articles of Association/Constitution DOES NOT AUTHORISE a written resolution instead of holding a Director's meeting.

**SECTION E: NEW COMPANY DETAILS**

TC No:

**SECTION E (i) COMPANY NAME**

Company Name 1st Preference	<input type="text"/>
Company Name 2nd Preference	<input type="text"/>

If this Company is to act as Trustee for a Super Fund it is advisable to make it similar to the Super Fund name e.g. "J & B Brown Pty Ltd" for the "J & B Brown S//F". Please note that we cannot guarantee the availability of any particular name as this is controlled by ASIC.

**SECTION E (ii) COMPANY TYPE**

**IMPORTANT NOTE: COMPANY TYPE (CHOOSE ONE)**

The first Type has been specially designed to operate in accordance with the Superannuation Deed and Upgrade we provide. This Deed is known as the Strategist Deed. It provides the Directors with voting power which is in proportion to the size of their member accounts in the Super Fund. This Company should be selected if it is to act as the Corporate Trustee of a Fund that has our Deed or for which we have provided a Deed upgrade. It is important that this type of Company be used **ONLY AS A SUPERANNUATION FUND TRUSTEE**.

The second type of company provides Directors with conventional voting powers and should be used for other Deeds or where the Company will also be used for purposes other than, or in addition to, acting as a Trustee.

The type of Company I require is:

- Type 1 where Director's voting power depends on their S/F Member balance (see above)
- Type 2 where Director's have equal voting power

**IMPORTANT NOTE: SPECIAL PURPOSE COMPANIES**

A company that acts solely as a Super Fund Trustee pays a much lower yearly ASIC fee - \$40 instead of \$212. To be eligible for this lower fee ASIC must receive formal notification via the lodgement of a Form 484. ASIC will not issue a Special Purpose Company from inception so this form requires lodgement after the Company has been issued. Where we act as the Registered Office for the company we will ensure this occurs on return of signed documents. Where the Registered Office is elsewhere we will include the relevant form with the Company documentation but **it is the Directors' responsibility** to ensure it is lodged within the timeframe allowed.

**SECTION E (iii): REGISTERED OFFICE**

Is Tranzact Total Super to maintain the Corporate records and be the Registered Office?  Yes  No

We will act as the Registered Office and ensure that all routine regulatory actions are attended to for a fee of \$315 per annum. Yearly ASIC fees are additional. This service is limited to Special Purpose Superannuation Trustees only.

If Tranzact Total Super is not to be the registered office and is not to have responsibility for the Corporate records:

Registered Office

Name of Associated Super Fund

**SECTION F (i): SHAREHOLDER DETAILS**

Note that it is not mandatory that Directors be Shareholders

Shareholder 1:  Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name  First Name/s

Street Address

Date of Birth  Place of Birth including Country

Tax File Number  Position/s Held  Director  Secretary  Public Officer

Number of Shares  Class is Ordinary or  Paid up \$1 per Share or

Are these Shares Beneficially Held?  Yes  No

Shareholder 2:  Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name  First Name/s

Street Address

Date of Birth  Place of Birth including Country

Tax File Number  Position/s Held  Director  Secretary  Public Officer

Number of Shares  Class is Ordinary or  Paid up \$1 per Share or

Are these Shares Beneficially Held?  Yes  No

Shareholder 3:  Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name  First Name/s

Street Address

Date of Birth  Place of Birth including Country

Tax File Number  Position/s Held  Director  Secretary  Public Officer

Number of Shares  Class is Ordinary or  Paid up \$1 per Share or

Are these Shares Beneficially Held?  Yes  No

Shareholder 4:  Dr  Mr  Mrs  Miss  Ms  Master  Captain

Last Name  First Name/s

Street Address

Date of Birth  Place of Birth including Country

Tax File Number  Position/s Held  Director  Secretary  Public Officer

Number of Shares  Class is Ordinary or  Paid up \$1 per Share or

Are these Shares Beneficially Held?  Yes  No

**SECTION F (ii): DIRECTOR DETAILS**

Full Names of ALL directors of the Trustee Company

Note: Each Director must be a member unless they satisfy an exception under Section 17A of the SIS Act.

Does the Corporate Trustee have a Director who is a LPR (or Parent/Guardian) acting on behalf of a Member in accordance with the SIS Act?  Yes  No

Details

# Macquarie Cash Management Trust Third Party Authority

**ONLY Complete Sections 1 and 7**



Macquarie Investment Management Limited ABN 66 002 867 AFSL No. 237492

Complete this form using BLACK INK and print well within the boxes in CAPITAL LETTERS.

Mark appropriate answer boxes with a cross (X).

Start at the left of each answer space and leave a one box gap between words

## 1. YOUR DETAILS

Account number

Account name in full

## 2. INDIVIDUAL AUTHORITIES

### 1. APPOINTMENT OF AN INDIVIDUAL AS AN AUTHORISED SIGNATORY AND/OR APPOINTMENT OF AN INDIVIDUAL WITH ENQUIRY AUTHORITY

#### 1.1 APPOINTMENT OF FIRST INDIVIDUAL

I/We authorise the individual whose signature appears below to operate my/our account in accordance with the terms and conditions set out below and to receive the following access level to my/our account:

Enquiry authority **OR**  Authorised Signatory

*If you are appointing an individual as an authorised signatory please complete the question below*

Does the account have a Cheque Book?

No

Yes – please provide the identification requirements for a signatory to an account (e.g. 100 point check) if not already provided previously. *Forms to do this are available in the CMT PDS, on our website or by calling our Client Contact Centre.*

Title

Mr  Mrs  Miss  Ms  Other (please specify)

Name of first individual

Address

Suburb

State

Postcode

Contact Number

Signature of first individual

X

Date (DD/MM/YYYY)

Corporate Title (if applicable)

Date of birth (DD/MM/YYYY)

Macquarie Access Code\* (if known)

\* If the authorised signatory does not have a Macquarie Access Code, we will generate one and send it to the address provided above. If you do not want a Macquarie Access Code to be issued, please check this box.

#### 1.2 APPOINTMENT OF SECOND INDIVIDUAL

I/We authorise the individual whose signature appears below to operate my/our account in accordance with the terms and conditions set out below and to receive the following access level to my/our account:

Enquiry authority **OR**  Authorised Signatory

*If you are appointing an individual as an authorised signatory please complete the question below*

Does the account have a Cheque Book?

No

Yes – please provide the identification requirements for a signatory to an account (e.g. 100 point check) if not already provided previously. *Forms to do this are available in the CMT PDS, on our website or by calling our Client Contact Centre.*

Title

Mr  Mrs  Miss  Ms  Other (please specify)

Name of second individual

Address

Suburb

State

Postcode

Contact Number

Signature of second individual

X

Date (DD/MM/YYYY)

Corporate Title (if applicable)

Date of birth (DD/MM/YYYY)

Macquarie Access Code\* (if known)

\* If the authorised signatory does not have a Macquarie Access Code, we will generate one and send it to the address provided above. If you do not want a Macquarie Access Code to be issued, please check this box.

## 3. AUTHORISED SIGNATORY SIGNING INSTRUCTIONS

**■** If you wish to amend the account signing instructions only, please complete section 5

Please indicate your instructions for the appointed authorised signatory(ies) to operate the account. *Please tick the appropriate box.*

Any authorised signatory to sign  Both authorised signatories to sign

Other, please specify

**Please note:** If you do not cross a box we will assume "both authorised signatories to sign"

Continued on next page

FRM3140 03/06

**4. COMPANY AND OTHER THIRD PARTY AUTHORITIES**

You can use this section to appoint a company or other third party (for example adviser, broker, accountant, advisory firm, stockbroking firm, accounting firm, administrator) to have access to your account.

**WHO IS THE THIRD PARTY YOU ARE PROVIDING AUTHORITY TO:**

I/We authorise (name of the company/firm)

Company/Dealer Name

Tranzact Total Super (6999-TSG)

Dealer code (if known)

□ □ □ □

Adviser Name

NOT APPLICABLE

Adviser Code (if known)

- - - - -

Fast Code (if applicable)

- - - -

Signature Listing Code (if known)

NOT APPLICABLE

to have:

Tax Payment Authority  Fee authority  Enquiry authority

If you are unsure of the type of authority please refer to the Terms and Conditions.

**5. ACCOUNT SIGNING INSTRUCTIONS**

Complete this part if you wish to amend the existing account signing instructions. This will apply to all unitholders, current individual authorised signatories and any additional authorised signatories appointed above (if applicable) and will replace all previous instructions. Please tick the appropriate box:

Any one of us to sign  All to sign

Other, please specify

NOT APPLICABLE

**6. TERMS AND CONDITIONS**

**GENERAL TERMS WHICH APPLY TO ALL LEVELS OF AUTHORITY**

- 1.1 Only you may appoint a third party to access or withdraw from your account.
- 1.2 If you appoint a third party to withdraw from your account they will automatically be able to enquire on your account also.
- 1.3 Withdrawals may be for any amount and may be made at varying intervals of time.
- 1.4 You:
  - a. indemnify us against all loss, liabilities and costs incurred directly or indirectly as a result of the appointment of a third party;
  - b. indemnify us against all loss, liabilities and costs incurred directly or indirectly in connection with any action by a third party under their appointment or any payment made from your account on their instruction; and
  - c. release us from claims and liabilities in connection with any act or omission relating to the appointment of a third party to your account.
- 1.5 However, we remain liable for any loss or liability which, by operation of law we cannot exclude.
- 1.6 This authority takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change.
- 1.7 We may cancel the appointment of a third party as an authority on your account by telling you in writing.
- 1.8 In the event of the death of the account holder, the authority given under this form will automatically terminate.
- 1.9 Third parties may not set up Regular Investment Plans on your account or give other third parties access or authority on your account.
- 1.10 Where you give authority to a company or firm such as your Stockbroking or Financial Advisory firm:
  - a. The company or firm will give us details of people who can transact on its behalf;
  - b. You acknowledge and agree that the company or firm may do this and that the people nominated by the company or firm can withdraw from your account in accordance with the authority you have given it;
  - c. We will only act on requests from the company or firm if the person requesting the withdrawal has been nominated by it in accordance with our procedures;
  - d. The company or firm must tell us in writing if any nominated person no longer has authority. If we have not been advised in writing that the person no longer has authority, then that

person may still operate your account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.

1.11 You agree to the terms and conditions for Macquarie Online as set out in the Cash Management Trust product disclosure statement available from www.macquarie.com.au, or by calling us on 1800 806 310.

**TERMS RELATING TO EACH OF THE LEVELS OF AUTHORITY**

- 1.12 Enquiry authority
  - a. You authorise the third party to have access to information about your account;
  - b. You do not authorise the third party to make withdrawals from your account, make any changes to your account details, close your account or enable use of your cheque book.
- 1.13 Fee authority
 

You can authorise your stockbroker or adviser should you have one, to withdraw their fees from your account using online, electronic and telephone withdrawal services or any other method agreed in writing by us.
- 1.14 Tax payment authority
 

You can authorise a third party to make withdrawals from your CMT account to make tax payments on your behalf using online and electronic services or any other method agreed to in writing by us.
- 1.15 General withdrawal authority
  - a. You authorise the third party to withdraw fees in accordance with the Fee authority above;
  - b. In addition, you authorise the third party to make payments and withdrawals for any purpose including settlements of investments using online, electronic and telephone withdrawal services or any other method agreed in writing by us;
  - c. You do not authorise the third party to make any changes to your account details, close your account or enable use of your cheque book, should you have one;
  - d. Your stockbroker or adviser reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.
- 1.16 Authorised Signatory:
  - a. You authorise the third party to make payments and withdrawals in accordance with the terms set out under 'General withdrawal authority' above;
  - b. In addition, this authority allows the third party to use your cheque book, should you have one, change details on your account (subject to clause 1.9) and close your account.

**7. DECLARATION AND SIGNATURE OF ACCOUNT HOLDERS**

**YOU MUST COMPLETE THIS PART.** For personal accounts, all account holders must sign; for company accounts, two directors, a director and a secretary or a sole director must sign. Please note that the directors/secretary who sign the form must be existing account signatories.

Signature (in black):

X

Date (DD/MM/YYYY) / /

Print Name

Title  Mr  Mrs  Ms  Miss  Other

If a company officer, you must specify your corporate title

Director  Sole Director or Sole Secretary  Trustee  Other (please specify):

Signature (in black):

X

Date (DD/MM/YYYY) / /

Print Name

Title  Mr  Mrs  Ms  Miss  Other

If a company officer, you must specify your corporate title

Director  Sole Director or Sole Secretary  Trustee  Other (please specify):

Office use only

# ADVISER AUTHORITY TO RELEASE INFORMATION

To:

Date:

Dear Sir/Madam,

Re:

Adviser Name:

Adviser Number (if applicable):

This authority expressly approves and authorises the release by you to Tranzact Total Super of all information relating to my clients' investments (including initial investments, any subsequent bonus issues, purchases, sales and distributions - including re-investment of distributions) and any other information requested. You are also authorised to note your records to provide this information on an ongoing basis including the provision of copies of notices etc if requested by Tranzact Total Super.

Please regard a photocopy or facsimile of this Authority as if it were an original.

Thank you for your assistance.

Yours faithfully

Adviser Signature

**REGISTRATION AUTHORITY  
FOR AUSTRALIAN BUSINESS NUMBER AND  
TAX FILE NUMBER**

Fund Name:

As trustees of the above named fund we hereby authorise Tranzact Total Super, as our fund's administrator, to apply on our behalf for an Australian Business Number and/or Tax File Number as required.

In doing so Tranzact Total Super is to utilise the information provided by us in the Tranzact Total Super Compliance and Administration Service Agreement or as otherwise advised. We warrant that the information we have supplied is true and correct.

Please regard a photocopy or facsimile of this Authority as if it were an original.

Thank you for your assistance.

Yours faithfully

Trustee/s Signatures

## **BUSINESS ACTIVITY STATEMENT AUTHORITY**

As Trustee of

Fund I/we authorise Tranzact Total Super, as the Administrator of the Fund, to sign the Business Activity Statement (BAS) on my/our behalf.

Trustee Signature

Date

# INVESTMENT MANAGER INSTRUCTIONS

To:  Date:

Fund Manager/Registrar

Investment Name:

Account Name:

As Trustee For:

Account Number:

1) Change of Financial Adviser (If Applicable):

Please be advised that servicing rights for my investment/s are to be transferred to:

2) Authority to Release Information:

This authority expressly approves and authorises the release by you to  
Tranzact Total Super of all information relating to my/our account/shares/units referred to above.

3) Please change my/our address in your records to:

Tranzact Total Super  
GPO Box 849,  
Brisbane QLD 4001

4) Please cancel my/our participation in the income reinvestment plan (if applicable).

5) Please direct all income to:

Account Name:

Bank Name:

BSB:

Account Number:

6) My Investor Tax File Number is:

7) Please note I/we do not wish to receive copies of Annual Reports

OR I/we do wish to receive Annual Reports

e-mailed to:

posted to:

if possible, which is different from the address in 2 above

Please Note that a fax/copy of this authority is as valid as the original.

## AUTHORISATION OF TRUSTEE / DIRECTOR / SOLE DIRECTOR

Signature:

Signature:



# Client Update

**NOT FOR PAPER  
LODGEMENT**

### INCOME TAX

- A Adding a client for Income Tax purposes? (Complete: 1, 2 & 3) Print Y for yes or N for no
- B Deleting a client for Income Tax purposes? (Complete: 1, 2 & 3) Print Y for yes or N for no
- C Change of name for Income Tax purposes? (Complete: 1, 2 & 5) Print Y for yes or N for no
- D Change of address for Income Tax purposes? (Complete: 1, 2 & 3) Print Y for yes or N for no

### ACTIVITY STATEMENTS

- E Adding a client for Activity Statement purposes? (Please complete: 1, 2 & 4) Print Y for yes or N for no
- F Deleting a client for Activity Statement purposes? (Please complete: 1, 2 & 4) Print Y for yes or N for no
- G Are you modifying an existing clients details for Activity Statement purposes? (Please complete: 1, 2 & 4) Print Y for yes or N for no
- H Request to receive Activity Statement for this client via ELS? (Please complete: 1, 2 & 4) Print Y for yes or N for no
- I Request to cease receiving Activity Statement for this client via ELS? (Please complete: 1, 2 & 4) Print Y for yes or N for no

### Income Tax ONLY

- J Taxpayer deceased? (Please complete: 1 & 2) Print Y for yes or N for no
- K Advise further returns not necessary? (Please complete: 1, 2, 5, M & N) Print Y for yes or N for no
- L Advise return not necessary for year? (Please complete: 1, 2, 5, M & N) Print Y for yes or N for no
- M Further returns not necessary / Return not necessary year
- N Reason

- 1 Is the client an Individual? Print Y for yes or N for no

- 2a Individual name
- 2b Sex code
- 2c Date of birth
- 2d Non-individual name
- 2e ABN
- 2f TFN

**3 Income Tax**

Postal address for notices

C/- Tranzact Total Super

GPO Box 849

Brisbane Old 4001

**4 Activity Statement**

Postal address for notices

C/- Tranzact Total Super

GPO Box 849

Brisbane Old 4001

**5a Previous Individual Surname**

Not Applicable

**5b Previous Non-Individual Name**

Not Applicable

Agent's phone

07 3854 4444

Client's reference

Contact name

Ian Crilley

Agent's reference no

67906007

Agent's  
signature

Date

Taxpayer's  
signature

Date

# NOTIFICATION OF APPROVED CONSOLIDATED REPORTING SERVICE

To: The Administrator  
Tranzact Total Super  
GPO Box 849  
Brisbane Qld 4001

By Facsimile to (07) 3211 1455

Dear Sir/Madam,

Re Fund Name:

Please be advised that this superannuation fund has an approved consolidated reporting facility with the following provider

Provider Name:

Address:

Contact Name:

We understand that eligibility for Tranzact Total Super's concessional charge structure requires that:

- (i) updates to client data by you will be dependant on the frequency of the reporting supplied.
- (ii) it is the responsibility of the adviser or trustee to ensure that you receive the relevant data which, as a minimum, will be in the form of:-
  - a transaction report for the new period including a running cash account balance
  - a report showing transactions from a previous period which have been altered in the current period
  - a valuation report noting the units held in each investment as at the end of the current period
- (iii) you will not check the data supplied by the provider but will assume it to be correct
- (iv) the auditor will assume it to be correct also and will qualify the accounts to that effect

Trustee Signature:

Adviser Signature:



Australian Government

Australian Taxation Office

# Self managed super funds – key messages for trustees

Read this fact sheet in conjunction with the *Trustee declaration* (NAT 71089). Keep a copy of this fact sheet with you and refer to it when making important decisions on behalf of your fund.

From 1 July 2007, if you are a new trustee (or director of a corporate trustee) of a self managed super fund (SMSF), you must complete a *Trustee declaration* (NAT 71089).

The trustee declaration is not the same as your fund's trust deed. It is a separate document you must complete and sign to show you understand your duties and responsibilities under the super laws.

## YOU'RE RESPONSIBLE FOR MANAGING THE FUND

Becoming a trustee of a SMSF is an important decision that carries certain duties and responsibilities. That is, you must manage the fund for the benefit of members into their retirement. You must also ensure the SMSF assets are held in trust and invested on behalf of the members.

You are responsible for ensuring your fund is properly managed and complies with all governing rules (including the trust deed and super laws). These rules apply to you in your capacity as a trustee of the fund. You will also need to make important decisions that may affect the retirement savings of the fund's members.

All trustees are equally responsible for managing the fund and making sure it complies with the law. This is the case even if one trustee is more actively involved in the day-to-day running of the fund than the others, or you use a professional to do certain tasks on your behalf (for example, an accountant, lawyer, investment advisor, super fund administrator or tax agent). All trustees are responsible and accountable for running the fund and making decisions.

If you use a professional to help you manage your fund, it's important you get good advice and choose one that's right for you and your circumstances. It's essential to make sure any financial, investment and legal advice you receive comes from a qualified professional. Good advice is important as your decisions will have an impact on the retirement income of the fund's members, including you.

You must manage the fund separate to your own affairs. This means you must keep the fund's assets, including money, separate from your personal and business assets and ensure they are used solely for fund purposes.

You must not allow money to be withdrawn from the fund earlier than is legally permitted as it is meant for retirement. You must preserve members' benefits in the fund until they retire or reach their preservation age (currently not before age 55, and then rising to age 60 for those born after 30 June 1964). Early access is only allowed in very limited circumstances, for example, in cases of severe financial hardship, on tightly restricted compassionate grounds, or in the event of permanent incapacity.

## YOU MUST UNDERSTAND YOUR DUTIES AND RESPONSIBILITIES

Your trustee duties and responsibilities include:

- making sure the purpose of the fund is to pay retirement benefits to members
- organising an investment strategy and making investment decisions
- accepting contributions and paying benefits (pension and lumps sums) in accordance with the rules
- ensuring an approved auditor is appointed for each income year, and
- undertaking administrative tasks such as lodging annual returns and record-keeping.

You must also ensure the fund's trust deed and investment strategy are regularly reviewed and updated in accordance with the law and the needs of the members.

ⓘ To avoid penalties, make sure you understand and comply with your duties and responsibilities under the super laws.

➤ MORE INFORMATION

For more information about your role and responsibilities as a trustee, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (NAT 11032).

To keep up to date with the latest information on SMSFs, subscribe to our on-line newsletter – *SMSF News*. To subscribe, visit our website at [www.ato.gov.au](http://www.ato.gov.au) and search for 'SMSF News'.

To obtain a copy of our publications or for more information:

- visit our website at [www.ato.gov.au](http://www.ato.gov.au)
- phone **13 10 20**
- phone our publication ordering service on **1300 720 092**, or
- write to us at  
**Australian Taxation Office**  
**PO Box 3100**  
**PENRITH NSW 2740**

If you do not speak English well and want to talk to a tax officer, phone the Translating and Interpreting Service on **13 14 50** for help with your call.

If you have a hearing or speech impairment and have access to appropriate TTY or modem equipment, phone **13 36 77**. If you do not have access to TTY or modem equipment, phone the Speech to Speech Relay Service on **1300 555 727**.

**OUR COMMITMENT TO YOU**

We are committed to providing you with advice and information you can rely on.

We make every effort to ensure that our advice and information is correct. If you follow advice in this publication and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we must still apply the law correctly. If that means you owe us money, we must ask you to pay it. However, we will not charge you a penalty or interest if you acted reasonably and in good faith.

If you make an honest mistake when you try to follow our advice and you owe us money as a result, we will not charge you a penalty. However, we will ask you to pay the money, and we may also charge you interest.

If correcting the mistake means we owe you money, we will pay it to you. We will also pay you any interest you are entitled to.

You are protected under GST law if you have acted on any GST advice in this publication. If you have relied on GST advice in this publication and that advice later changes, you will not have to pay any extra GST for the period up to the date of the change. Similarly, you will not have to pay any penalty or interest.

If you feel this publication does not fully cover your circumstances, please seek help from the Tax Office or a professional adviser.

**The information in this publication is current at June 2007.**

We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for a more recent version on our website at [www.ato.gov.au](http://www.ato.gov.au) or contact us.

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**PUBLISHED BY**

Australian Taxation Office  
Canberra  
June 2007  
JS 8390

**INDIVIDUALS**

SMSF TRUSTEES

INSTRUCTIONS AND FORM

NAT 71089-06.2007

SEGMENT

AUDIENCE

FORMAT

PRODUCT ID



**Australian Government**

**Australian Taxation Office**

# Trustee declaration

To be completed by 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 became, on or after 1 July 2007, a **new** trustee (or director of a corporate trustee) of:

- a **new** self managed super fund (SMSF), or
- an **existing** SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of a SMSF.

 You do not have to complete this declaration if you were appointed as a trustee or director before 1 July 2007.


## 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 of it, and
- 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 our website at [www.ato.gov.au](http://www.ato.gov.au), or
- phone us on **13 10 20**.

If you're not familiar with some of the terms used in this declaration or you need more information, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (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, and
- ensure it is signed and dated by a witness (anyone over the age of 18 years).

## WHAT SHOULD I 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 *Self managed super funds – Key messages for trustees* (NAT 71128) and refer to them when making important decisions, such as those relating to investments, making contributions and paying a pension or lump sum.

 Do not send your completed declaration to us.



# Self managed super fund trustee declaration

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

Fund name


I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status resulting in a significant tax penalty on the fund, and
- prosecute me under the law, resulting in fines or imprisonment.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

## SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

## TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
  - the risks associated with the fund's investments
  - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
  - investment diversity and the fund's exposure to risk due to inadequate diversification, and
  - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- 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, and
  - the members' benefit entitlements.

## Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from the following:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly including the provision of credit)
- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

### Accepting contributions and paying a benefit

I understand that I can only accept contributions and pay benefits (pensions or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund's governing rules (including its 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, and
  - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
  - a statement of financial position
  - an operating statement, and
  - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
  - trustees, directors of the corporate trustee or members of the fund
  - fund name
  - details of the contact person, contact phone and facsimile numbers, and
  - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

### DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee's or director's name

Trustee's or director's signature

Date

Day / Month / Year  
□□ / □□ / □□□□

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

Witness' signature

Date

Day / Month / Year  
□□ / □□ / □□□□

## NOTICE OF CONSENT TO ACT AS TRUSTEE

I,  consent to act as Trustee

of

I further confirm that I understand the strict eligibility requirements for individuals who act as Trustees of superannuation entities under the Superannuation Industry (Supervision) Legislation ("SIS") and in that regard I am not a "disqualified person" under SIS as:

- (i) I have not at any time been convicted of an offence in respect of dishonest conduct;
- (ii) I have not at any time been the subject of a civil penalty order under SIS;
- (iii) I am not an undischarged bankrupt;
- (iv) My property is not subject to control in a bankruptcy context by any person;
- (v) During the last 3 years I have not entered into any assignment, arrangement or composition with my creditors under any law.

I will immediately notify my fellow Trustee (s) if at any time during which I am a responsible officer of that body any of the above statements cease to apply to me.

Signature

Date

## NOTICE OF CONSENT TO ACT AS TRUSTEE

I,  consent to act as Trustee

of

I further confirm that I understand the strict eligibility requirements for individuals who act as Trustees of superannuation entities under the Superannuation Industry (Supervision) Legislation ("SIS") and in that regard I am not a "disqualified person" under SIS as:

- (i) I have not at any time been convicted of an offence in respect of dishonest conduct;
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- (iii) I am not an undischarged bankrupt;
- (iv) My property is not subject to control in a bankruptcy context by any person;
- (v) During the last 3 years I have not entered into any assignment, arrangement or composition with my creditors under any law.

I will immediately notify my fellow Trustee (s) if at any time during which I am a responsible officer of that body any of the above statements cease to apply to me.

Signature

Date

# TAX FILE NUMBER NOTIFICATION FORM

Your Tax File Number is confidential. Before you complete this form we are required to tell you the following things:

Tax File Numbers are collected under the Superannuation Industry (Supervision) Act 1993, Retirement Savings Accounts Act 1997, the Privacy Act 1988 and taxation acts (including the Income Tax and Superannuation surcharge tax acts.)

The Administrator will only use your Tax File Number for legal purposes, including:

- Finding or joining together your superannuation benefits
- Calculating the correct tax on eligible termination payments
- Passing it to the Trustee of another Superannuation Fund when transferring any of your benefits. **You may give us written instruction not to pass it on before any transfer:**
- Passing it to the Australian Taxation Office:
- if you have been paid a benefit;
- to determine if a non concessional contribution can be made; or
- if you have unclaimed superannuation money after reaching aged pension age.

These purposes may change in the future as a result of changes in the law.

You are not required to provide your Tax File Number. Declining to quote your Tax File Number is not an offence. However, if you do not give your Superannuation Fund your Tax File Number, either now or later:

- you may pay more tax on your Superannuation benefits than you have to
- you will not be able to make a nonconcessional contribution to the Fund

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

Surname:

Given Names:

Date of Birth:

Personal Tax File Number:

I have read the information above and agree to provide my Personal Tax File Number to Tranzact Total Super.

Signature:

Date: