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Your Reference: Self-managed Super Fund Deed
Enquiries: Adj Professor, Dr Brett Davies
Direct Telephone: 1800 141 612
Email: brett@legalconsolidated.com

Tuesday, 1 February 2022

David Mike Godfrey
7 Martin Street
Hunters Hill NSW 2110
Australia

James Eigan
23 Wellington Street
St Kilda VIC 3182
Australia

Tommy Mathew Losic
31 Epsom Road
Kensington VIC 3031
Australia

Jenny Tatiana Romanov
5 Dillon Avenue
Flinders Park SA 5025
Australia

Mark William Kelser
8 Tassels Place
Innaloo WA 6018
Australia

Maria Karen Brown
34 Davies Road
Claremont WA 6010
Australia

Dear Trustee,

Self-Managed Superannuation Fund Compliance Certificate

the Veteran Fellows Fund Trust – Legal Opinion

Thank you for instructing us to prepare the attached **Self-Managed Super Fund**.

*Build this legal document at
[https://www.legalconsolidated.com.au/
self-managed-super-fund-intro/](https://www.legalconsolidated.com.au/self-managed-super-fund-intro/) –
telephone us, we can help you complete
the questions.*

Adj Professor, Dr Brett Davies – Partner

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5. Once signed keep this covering letter with the document
(However, do not staple the covering letter to the document.)

Being the Trustee of the Self-Managed Superannuation Fund Deed entitled the Veteran Fellows Fund (**Fund**) in which membership is comprised of:

David Mike Godfrey of 7 Martin Street, Hunters Hill NSW 2110, Australia

James Eigan of 23 Wellington Street, St Kilda VIC 3182, Australia

Tommy Mathew Losic of 31 Epsom Road, Kensington VIC 3031, Australia

Jenny Tatiana Romanov of 5 Dillon Avenue, Flinders Park SA 5025, Australia

Mark William Kelser of 8 Tassels Place, Innaloo WA 6018, Australia

Maria Karen Brown of 34 Davies Road, Claremont WA 6010, Australia

We confirm that:

- (a) Upon execution by the Trustee, the Fund commences under Australian laws. The Trustee establishes an indefinitely continuing Self-Managed Superannuation Fund known as the Veteran Fellows Fund as the SIS Legislation allows to provide Benefits to members, old age pensions and other purposes permitted under the Superannuation law.
- (b) The terms of the Trust Deed empower and authorise the Trustee to enter into and bind the Fund for borrowing arrangements compliant with establishing limited recourse borrowing arrangements under section 67A *Superannuation Industry (Supervision) Act 1993 (SISA)*. The Trust Deed also contains clauses to allow ease of Super Fund borrowing including:
 - (i) charging of assets
 - (ii) appointment of a custodian
 - (iii) creation, maintenance and dissolving bare trusts without triggering adverse Capital Gains Tax consequences
 - (iv) the ability to invest in any permissible assets including property
 - (v) compliance with major banks requirements for the applicable SIS and ATO requirements
 - (vi) authorising the Trustee (and while a company, its directors) to enter into transactions despite any conflict of interest and duty that may arise on the part of the Trustee
- (c) For the implementation of the borrowing arrangement, we confirm that the Trust Deed is drafted so as not to breach:
 - (i) the exception to the prohibition on borrowing
 - (ii) sole purpose test

- (iii) related party acquisition restrictions
- (iv) in-house asset restrictions
- (v) arm's length dealing requirements
- (vi) prohibition on charging fund assets
- (vii) prohibition on providing financial assistance to members
- (viii) investment strategy requirements
- (ix) Trustee covenants (section 52 of SISA)

We can't comment on any papers, correspondence or documents (such as variations to the Trust Deed, if any, from time to time) that are not part of the Trust Deed.

This letter is only to be relied on by the lender that is lending the initial moneys (if any) and on the basis that the lender has actually cited the original and then retained a signed stamped (if dutiable) complete copy of the Trust Deed.

This letter is based on the assumption that the Trust Deed and signatures in the Trust Deed are genuine.

We are instructed by our client that any correspondence from the lender be immediately sent back to the lender without further recourse to our client or the lender.

Reversionary Pensions

The deed allows for Reversionary Pensions, but they are not automatic. They need to be set up as part of the pension establishment. They also need to be set up for each pension. They are not part of the Binding Death Benefit Nomination (BDBN). Rather they are part of a pension establishment. The recipient (assuming they fall under the definition of dependant) can either take the benefit as a pension or a lump sum. This decision is largely dependent upon whether they are already in receipt of a pension and also the liquidity of investments in the Self-Managed Superannuation Fund.

A matter of concern about the use of Reversionary Pensions is the Transfer Balance Cap (TBC) for each pensioner. We believe that modelling is required regarding the impact on the beneficiary potentially receiving a Reversionary Pension.

Your financial advisers and accountants should consider:

- Would this cause the recipient to go over the TBC?
- Is the recipient already receiving a pension?
- Is there the capacity to commute any existing pension to manage the TBC?
- Would a death benefit pension created using a BDBN be more appropriate?

Any death nominations, including non-lapsing binding nominations, are subservient to a Reversionary Pension.

Seek financial planning and accounting advice

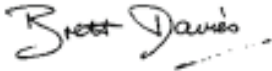
Self-Managed Superannuation Funds need the support and services of a financial planner (including for investments), accountant (including for advice and tax returns) and an auditor.

Lawyer signoff

The lawyer signing this letter is a partner of the law firm Legal Consolidated Barristers & Solicitors, is a Solicitor and Barrister of the High Court of Australia and holds an unrestricted practising certificate from the Legal Practice Board.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,



Adj Professor, Dr Brett Davies, CTA, AIAMA, BJuris, LLB, LLM, MBA, SJD
National Taxation Partner
LEGAL CONSOLIDATED BARRISTERS & SOLICITORS

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*Dr Brett Davies
Partner
Legal Consolidated Barristers & Solicitors*

Minutes to Establish the Trust, Accept Trustee and confirm Membership

Held at

Present:

David Mike Godfrey of 7 Martin Street, Hunters Hill NSW 2110, Australia

James Eigan of 23 Wellington Street, St Kilda VIC 3182, Australia

Tommy Mathew Losic of 31 Epsom Road, Kensington VIC 3031, Australia

Jenny Tatiana Romanov of 5 Dillon Avenue, Flinders Park SA 5025, Australia

Mark William Kelser of 8 Tassels Place, Innaloo WA 6018, Australia

Maria Karen Brown of 34 Davies Road, Claremont WA 6010, Australia

(collectively Trustee)

Quorum: It was noted that a quorum was present at the meeting.

Notice of Meeting: It was confirmed that the Trustee received notice of this meeting and that there is unanimous consent to the meeting being held and waive the requirement for any specified period of the notice of the meeting. It was resolved unanimously that the meeting is validly constituted regardless of any failure to give notice as required under the *Corporations Act*.

The Deed for the establishment of a Self-Managed Superannuation Fund known as the Veteran Fellows Fund was tabled.

It was resolved that:

1. The Trustee acknowledges capacity at law and consents to act as Trustee of the Veteran Fellows Fund.
2. No Trustee is a disqualified person under the SIS Regulations.
3. The Trustee agrees to be bound by the Deed.
4. Each Trustee and directors of a corporate trustee have read, understood and signed the ATO's Trustee Declaration (Download at <https://www.ato.gov.au/Forms/Trustee-declaration/>)
5. The Deed to establish the Veteran Fellows Fund was tabled and is adopted to govern the superannuation fund and has been duly executed.
6. To accept applications for membership, from time to time.
7. To accept the attached fully completed Application for Membership for the following members:

David Mike Godfrey of 7 Martin Street, Hunters Hill NSW 2110, Australia

James Eigan of 23 Wellington Street, St Kilda VIC 3182, Australia

Tommy Mathew Losic of 31 Epsom Road, Kensington VIC 3031, Australia

Jenny Tatiana Romanov of 5 Dillon Avenue, Flinders Park SA 5025, Australia

Mark William Kelsner of 8 Tassels Place, Innaloo WA 6018, Australia

Maria Karen Brown of 34 Davies Road, Claremont WA 6010, Australia

There being no further business the meeting was declared closed.

Signed as a true and correct record of the meeting immediately after the meeting by:

..... Date: 20

Minutes accepting New Trustee and Resignation of Outgoing Trustee of the Veteran Fellows Fund

Held at on day of20 (Date of Meeting)

Present:

Outgoing Trustee:

Incoming Trustee:

and during those time where the Trustee is a company then as directors of the Trustee.

Quorum: It was noted that a quorum was present at the meeting.

Notice of Meeting: It was noted that all persons have received notice of this meeting and that all persons consent to the meeting being held and waive the requirement for any specified period of the notice of the meeting. It was resolved unanimously that the meeting is validly constituted regardless of any failure to give notice as required under the *Corporations Act*.

It was resolved that and, unless any other date is mentioned, effective on the Date of Meeting:

1. The Incoming Trustee acknowledges capacity at law to act as Trustee and consents to acts as trustee of the Veteran Fellows Fund and be bound for the Veteran Fellows Fund Deed.
2. The Incoming Trustee is not a disqualified person under the SIS Regulations.
3. Each Incoming Trustee and directors of a corporate trustee have read, understood and signed the ATO's Trustee Declaration (Downloaded at <https://www.ato.gov.au/Forms/Trustee-declaration/>)
4. The Outgoing Trustee ceases to act as Trustee and the cessation is accepted by the Incoming Trustee.

There being no further business the meeting was declared closed.

Signed as a true and correct record of the meeting immediately after the meeting by:

.....
Outgoing Trustee or a representative of the Outgoing Trustee

.....
Incoming Trustee or a representative of the Incoming Trustee

Build the legal document at <https://www.legalconsolidated.com.au/self-managed-super-fund-intro/> – telephone us. We can help you answer the questions.

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Adj Professor, Dr Brett Davies – Partner



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Self-Managed Superannuation Fund Deed to establish the Veteran Fellows Fund

This Deed establishes the **Veteran Fellows Fund** as a Self-Managed Superannuation Fund, as established by:

David Mike Godfrey
7 Martin Street
Hunters Hill NSW 2110
Australia

James Eigan
23 Wellington Street
St Kilda VIC 3182
Australia

Tommy Mathew Losic
31 Epsom Road
Kensington VIC 3031
Australia

Jenny Tatiana Romanov
5 Dillon Avenue
Flinders Park SA 5025
Australia

Mark William Kelser
8 Tassels Place
Innaloo WA 6018
Australia

Maria Karen Brown
34 Davies Road
Claremont WA 6010
Australia

(collectively Trustee)

1. Trust Establishment

- 1.1 The Trustee establishes this indefinitely continuing Self-Managed Superannuation Fund known as the Veteran Fellows Fund. The Superannuation Legislation allows. This is to provide Benefits to members and provide reversionary pensions and other purposes permitted under the Superannuation law.
- 1.2 The Trustee (acting jointly and unanimously at all times) as a private company all the directors acting jointly and unanimously at the time of appointment, declares the trust, agrees to manage the Fund and hereby acknowledges that the Fund is vested in the Trustee under the terms of this Deed.
- 1.3 The Deed is interpreted so that it has the maximum effect under any other type of fund under the Superannuation law.

A Self Managed Super Fund Deed holds your retirement money. This is called superannuation. The SMSF gives you greater control.

2. Dictionary

Unless a contrary intention appears:

Asset-test Exempt Pension includes a benefit exempt from the assets test under any law including under the *Social Security Act 1991* and the *Veterans Entitlement Act 1986*

Beneficiary a person immediately and absolutely entitled to a Benefit under this Deed for a member and it only includes a member where that member is immediately and absolutely entitled to a Benefit for another member

Benefit an amount payable out of the Fund to or for a member or Beneficiary

Contributions gross contributions made to the Fund before tax under this Deed and other contributions, after-tax, as the context requires

Dependant for a current or former member or Beneficiary, as the Trustee decides, and includes:

- i. spouse
- ii. child of any age (including a child born any time before or after the marriage, nuptial, legally adopted, legally adopted out, or a child of a member related by DNA offspring, cloned, from (or part of) a member's estate or a (frozen or otherwise) child
- iii. interdependency relationships
- iv. any other person who, in the Trustee's opinion, is wholly or partly maintained, educated or dependent including a dependent child under SIS Legislation (including regulation 6.21(2A) SIS Act 2015)
- v. Nominated dependant
- vi. any person who can be paid a concessional tax payment under SIS Legislation on their death

Our Self Managed Super Fund deed complies with the 15 main changes to SMSF Deeds. This is under the Budget:

1. Internally 'rollback' pensions to accumulation
2. Segregate assets between accumulation and pension phases

Deed this document which establishes the Fund known as the Veteran Fellows Fund and is amended from time to time

Expenses whether payable, likely to become payable, current, future, contingent or actual all liabilities, costs and expenses in maintaining the Fund including, reimbursements, tax (including on contributions, shortfall components, surcharge and income, on unrealised gains, advanced tax instalments and notional surcharge amounts), tax credits, levies, charges, fees adjustment credits, roll-over payments, payment from a pension account, insurance and annuity policies, forfeited amounts, negative earnings, contributions splits, valuation deficiency, disposal losses and an equalisation account

Fund the Superannuation Fund established by the Deed known as the Veteran Fellows Fund

Member a person admitted as a member under the terms of the Deed, duly recorded as a member and has not ceased to be a member and the first being:

David Mike Godfrey of 7 Martin Street, Hunters Hill NSW 2110, Australia

James Eigan of 23 Wellington Street, St Kilda VIC 3182, Australia

Tommy Mathew Losic of 31 Epsom Road, Kensington VIC 3031, Australia

Jenny Tatiana Romanov of 5 Dillon Avenue, Flinders Park SA 5025, Australia

Mark William Kelser of 8 Tassels Place, Innaloo WA 6018, Australia

Maria Karen Brown of 34 Davies Road, Claremont WA 6010, Australia

Nominated dependant a person nominated (except in a death benefit notice) by a member as their 'nominated dependant'

Responsible Authority as the case requires, the relevant body for superannuation including the Australian Taxation Office, the Australian Prudential Regulation Authority and the Australian Securities & Investments Commission

Roll-over includes a transitional employment termination payment to the Trustee and a payment rolled-out of or in to a superannuation fund

Securities include fully paid and partly paid shares, fully paid debentures, notes, bonds, mortgages, options and other similar instruments. No security nor registration is required

SIS Act the *Superannuation Industry (Supervision) Act 1993*

SIS Legislation all superannuation acts, including, together with administrative guidelines, including, by way of example:

- (a) SIS Act and SIS Regulations
- (b) *Superannuation Legislation (Consequential Amendments and Transitional Provisions) Act 2011*
- (c) *Superannuation (Financial Assistance funding) Levy Act 1993*, *Superannuation (Resolution of Complaints) Act 1993*, *Superannuation (Rolled-Over Benefits) Levy Act 1993*
- (d) *Superannuation Industry (Supervision) Consequential Amendments Act 1993*, *Superannuation Supervisory Levy Amendment Act 1993*
- (e) *Occupational Superannuation Standards Amendment Act 1993*
- (f) *Superannuation Act 2005*, *Superannuation Act 1990*, *Superannuation Act 1976*
- (g) *Superannuation (Productivity Benefit) Act 1998*
- (h) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- (i) *Superannuation (Family Law - Superannuation Act 1922) Orders 2004* and *Superannuation (Family Law - Superannuation Act 1976) Orders 2004*
- (j) *Superannuation Guarantee (Administration) Act 1992*

3. *Reject contributions*
4. *Refund contributions*
5. *Deal with excess transfer balance tax and excess non-concessional contributions*

SIS Regulations *Superannuation Industry (Supervision) Regulations 1994*

Spouse includes spouse, widow, widower and defacto spouse, widow or widower of any sex including a non-member spouse also including within the meaning of that term under Part VIII B *Family Law Act 1975* or as defined under the SIS Legislation and a person involved with on a genuine domestic basis

Superannuation law includes:

- (a) SIS Legislation
- (b) any common law or law including the *Corporations Act 2001* and the *Social Security Act 1991*, relating to superannuation or the taxation of superannuation
- (c) any lawful requirement to the Fund by a Responsible Authority
- (d) any other body that has responsibility for the regulation of superannuation including an Asset-test Exempt Pension
- (e) changes to any superannuation law after the date of this Deed

- (f) any proposed law or lawful requirement that the Trustee believes may have retrospective effect

Tax Act Income Tax Assessment Act 1936 and Income Tax Assessment Act 1997 as appropriate

Unless the Trustee, from time to time, states otherwise, and subject to a contrary intention, these terms have the same meaning, as per the SIS Legislation, as the case requires:

actuary, annuity, approved auditor, approved deposit fund, binding death benefit notice, cash, civil penalty order, eligible roll-over fund, gainful employment, growth pensions, interdependency relationship, mandated employer contributions, non-binding nomination form, pension age, pension dependent, preservation age, regulated superannuation fund, self-managed superannuation fund, shortfall component, superannuation fund, transition to retirement pension, unrestricted non-preserved benefit

and also under the Tax Act:

approved deposit fund, excess contributions, member release authority, transitional employment termination payment

3. Deed subservient & augmented by legislation

3.1 At all times, this Deed is interpreted so that:

- (a) it complies with the Superannuation law
- (b) is construed as a qualifying self-managed
- (c) qualifies for concessional tax treatment in
- (d) members and Beneficiaries retain entitlement
- (e) an income stream qualifies as an Asset-Tested
- (f) nothing gives rise to a fringe benefit which is
- (g) a penalty is not imposed on the Trustee or

3.2 (collectively Requirements)

3.3 To achieve the Requirements, from time to time

- (a) this Deed is read down and parts severed
- (b) this Deed is deemed to contain any provisions of the Superannuation law
- (c) this Deed is deemed not to contain any provisions excluded by Superannuation law
- (d) Trustee and member rights, privileges, powers, permissions and the allowance of omissions under Superannuation law, are read into this Deed
- (e) Trustee and member mandatory requirements, actions, restrictions and omissions, in the Superannuation law are read into this Deed
- (f) any covenant or other requirement made necessary by the Superannuation law to be included in this Deed is deemed to be included

- 6. Allow income streams and Account Based Pension (grandfathered)
- 7. Specify guardians for incapacity and death
- 8. Identify the Power of Attorney when living overseas for more than 2 years

- (g) if the Superannuation law no longer requires any such covenant or requirement to be so included then the covenant or requirement ceases to be included
 - (h) if any such covenant or requirement or its operation is pursuant to the provisions of the Superannuation law modified then the Trustee is only required to comply with the covenant or requirement as it may be so modified
 - (i) where there is a non-mandatory change which in the Trustee's view is beneficial taken to be so amended so as to take into account mandatory changes
- 3.4 The Superannuation law is to prevail over to the extent of any inconsistency.
- 3.5 The Deed is interpreted to avoid any illegality. If illegal, it is severed from the Deed to the extent of the illegality.
- 3.6 The Deed is read down so that no mandatory direction (both State and federal) or Responsible Authority is contravened that would lead to an unfavourable outcome.
- 3.7 Irrespective of the Deed, the Trustee complies with (and act on) any mandatory directions of any Responsible Authority.
- 3.8 Every part of this Deed, every clause and term is subservient to the above clauses.

- 9. Resettle pensions with flexible timing without mingling with accumulation account
- 10. Allow reversionary beneficiary nominations
- 11. Provide for CGT relief

4. Date Fund starts

- 4.1 Unless the Trustee decides otherwise, the Fund starts when the notice of election to become a Superannuation Fund is lodged with a Responsible Authority, when the first contribution is made or the Deed is signed, whichever is the earlier.

5. Trustee Powers

- 5.1 The Trustee (acting unanimously when more than one and, when a company, the directors acting unanimously) has all the powers of a natural person, company and as available under the Superannuation law. This is as though the Trustee had both legal and beneficial ownership of the Fund. In addition, the Trustee has the power to do all things necessary to manage the Fund in an efficient and economically manner. Such power includes, as the Trustee sees fit (not subject to direction of any other person in exercising any power), liberty and absolute discretion to exercise the power or not exercise the power. Such power also includes ratifying, recalling, revoking, repairing, correcting, changing and rectifying a previous action, non-action or decision. All Trustee decisions are final and binding. The Trustee's interpretation of the Deed is final. To exclude any possible doubt, the Trustee has the power to do also any of the following:

Membership

- 5.2 accepting or rejecting any person (including minors) as a member on any terms and subject to any requirements, information and completion of an application form set by the Trustee
- 5.3 deciding the date when a person becomes or ceases as a member, including backdating (if no date is decided then when the application for membership is accepted by the Trustee)
- 5.4 adding, removing, redefining, excluding and changing members and classes of members

Member Accounts

- 5.5 dealing with a member's entitlements and obligations in any way, including the setting up, crediting and debiting of accumulation, pension, reversionary pensions, income, forfeiture, equalisation and other accounts and trusts (including bare and holding trusts) for any purpose including other accounts and trusts as mentioned in any Superannuation Trust Deed and Sub-trusts
- 5.6 establish a sub-account of any account (including sub-trusts)

Equalisation Account

- 5.7 setting up, crediting and debiting such equalisation accounts for any purpose, including:
 - (a) reserving strategies, including to smooth earning rate
 - (b) expenses
 - (c) services and professional services planning, accounting and legal fees
 - (d) insurance premiums including life, trauma and health
- 5.8 allocating, at any time, any equalisation amount

Dealings

- 5.9 dealing with, crediting, allotting to and debiting from a member's account (or rejecting) and making provision for, in any amount, in any time frame, from time to time, in proportion as the Trustee thinks fit, including:
 - (a) any amount standing to the Fund's credit on or after the date when this Deed starts and contributions (including cash, in specie, chose in action, other assets, classes of assets, investments, other Fund property held by the Trustee, nominee or custodian) made, including when they have a negative value, including contributions by:
 - i. a member
 - ii. a member's employer (without affecting the employment contract or termination of employment) including an employer subject to the requirements of the *Superannuation Guarantee (Administration) Act 1992* (and for payments other than cash the Trustee may require the employer to pay any fringe benefit tax)

- 12. Deal with segregated and unsegregated assets
- 13. Cease or keep Transition to Retirement Income Streams
- 14. Calculate member balances, across different funds
- 15. Calculate internal pension rollbacks to accumulation

- iii. spouse
 - iv. another member
 - v. another fund
 - vi. government body
 - vii. other persons including by gift or by will
- (b) earnings (including positive and negative) transferred from any account
 - (c) to underwrite and sub-underwrite risks, contingencies and liabilities, including under a superannuation arrangement conducted by an employer, or any person, under an agreement for the transfer of employees to the Fund
 - (d) a forfeited amount allocated to the member
 - (e) an amount transferred from any account in a self-managed superannuation fund and reversionary pension account
 - (f) commutation of a pension
 - (g) insurance (group and individual) policy proceeds
 - (h) contribution split requests including, either to a different fund or establishing an entitlement to a spouse or partner within the Fund and also where a spouse or partner is not a member
 - (i) allotting contributions or transfers to a member
 - (j) income, profits, adjustment credits, vesting and financial assistance (including Part 23 SIS Act)
 - (k) allocating the Fund's positive or negative contributions to a reserve for future contingencies (and the Trustee may take into account the reserve for future contingencies)
 - (l) interest, dividends, distributions, profits and other income arising from investments and accumulation of income
 - (m) money, investments and other property received by the Trustee as a roll-over payment
 - (n) shortfall components and financial assistance
 - (o) dealing with or paying expenses including recovering, making provision for or adjustments from the Fund from any account the expenses

The Australian government provides generous tax concessions from operating a 'compliant' self-managed superannuation fund.

You comply if:

- *Your fund has a maximum of 6 members. You can have 1, 2, 3, 4, 5 or 6 members.*

Transfers from another fund

- 5.10 taking over or acquiring by transfer any part of the assets of another fund (the Trustee may decide that the person is treated as having been a member of the Fund from the time they became a member of the other fund) irrespective of whether the person has become a member of the Fund and dealing with the assets in any way

Transfer to another fund

- 5.11 transferring or rolling-over (including Part 24 SIS Act) to any fund or trust (including a successor fund to the Fund) any part of the Fund (cash or other investments) even where the member is not a member of that fund

- 5.12 a receipt from the secretary or any person of that fund discharges the Trustee from all liability and is a sufficient discharge

Payments, pensions and automatic updating

- 5.13 paying any Benefit, in kind, in cash or any form of property, in any way, by any means, including, as a lump sum, death benefit, pension (including an account based, transition to retirement, non-commutable, complying lifetime, non-commutable income stream, non-commutable pension, reversionary pension, complying, market-linked income stream and growth) to a member and purchasing annuities for a member or, if applicable, a member's Dependant, including:

- (a) making payments in stages, such as, an initial payment and then subsequent payments or instalments
- (b) being wholly determined by reference to policies of life assurance
- (c) financial assistance under part 23 SIS Act
- (d) passing on to the recipient of that payment any benefit that would accrue to the Fund if a deduction were allowed including under sections 295-485 of the *Income Tax Assessment Act 1997*
- (e) paying interest on the Benefit

at any age, whether working full time or not, a

- (f) after the member's retirement
- (g) death
- (h) paying a death benefit or any Benefit under a binding death benefit agreement, binding death benefit notice (under 6.17A SIS Regulations), a non-binding death benefit notice under Part 2 of Schedule 2 SIS Act or a nomination form to any person, including a representative or any other person a binding on the Trustee then the Trustee

- 5.14 allowing a member to use any lump sum benefit or pensions referred to in this Deed

- 5.15 allowing a member to seek a withdrawal from a pension and retention and deferral of the payment of the Benefit

- 5.16 allowing a member roll-back or initiate an inter-branch transfer

- 5.17 allowing a member to stop a pension or income stream for any purpose, including financial planning

- 5.18 adjusting the Benefit where new or more correct information comes to hand

- 5.19 stop an income stream, commute and then restart the income stream or Benefit, allow for a commutation of a Benefit, income stream, any commutations of any nature, roll overs and transfers of income stream and lump sum between accounts

- 5.20 augmentation of all powers to allow for the Fund to deal with any new or amended rules or laws as required, mandatory or that may benefit the Fund

- Each member is a trustee. Each trustee is a member.
- Instead of having all the members, as trustees, you can have a company. This is called a corporate trustee. Each member must be a director of the company. Only members can be directors.

- under the Superannuation law, any other laws and any Australian Taxation Office publication, ruling or direction
- 5.21 allow for the commencement, subrogation, renunciation, roll over, transfer, acceleration, proportionation of any income including an income stream in the form of an account-based pension, reversionary pension including a transition to retirement income stream
- 5.22 being bound to follow a binding death benefit agreement and reversionary pension
- 5.23 allowing a member to use any lump sum benefits and pensions referred to in this Deed
- 5.24 allowing a member to seek a withdrawal from the Fund and retention and deferral of the payment of the Benefit
- 5.25 allowing a member roll-back or initiate an inter-branch transfer
- 5.26 allowing a member to stop a pension and to vary the pension purpose, including cash flow and estate planning
- 5.27 adjusting the Benefit where new or more correct information is provided
- 5.28 power to convert a pension, of any nature (including a reversionary pension income), into a lump sum, whether or not the member is otherwise. This is for income tax purposes (including under Regulation 995-1.03. This is for income tax purposes (including compliance with section 295-390 *Income Tax Assessment Act 1997*). This is irrespective of whether the proportionation methods are used or applied
- 5.29 to allow elections of any nature
- 5.30 being bound to follow any binding death benefit agreement

- You can not have someone you employ as a member with you. This is unless they are related to you.
- The trustee is a volunteer. You can't take fees for performing the job of trustee.
- All members and trustees should be Australian residents, otherwise, you face complexity.

Payment to legally disabled

- 5.31 if the Trustee forms the opinion that a member or other person to whom a Benefit may otherwise be payable is:
- (a) under a legal disability (including bankruptcy, threat of bankruptcy, being a minor, mental illness, drug addiction etc...); or
- (b) is unable for any reason to satisfactorily deal with the Benefit
- then the Trustees may retain or apply the Benefit, in any way, to any person, including:
- (c) to any Dependant of the member or other person
- (d) for or towards that member's maintenance, education, advancement, accommodation, general wellbeing or otherwise in any form, on any conditions
- (e) to any of the member's family, including spouse, parents, brother, sister, grandparents, lineal descent, any person who appears to be a trustee or guardian of the member, any person who appears to have the care or custody of the member or any person who appears to be paying the member's financial expenses

Payment to a Bankrupt

5.32 irrespective of the above clause, while a member or Beneficiary is or, in the Trustee's view, at risk of entering into bankruptcy then, without reference to that member or Beneficiary, the Trustee must for that member:

- (a) not increase that pension
- (b) reduce any pension payments to the minimum amount
- (c) not commute any pension
- (d) not distribute any of the Fund that may come under the control of the trustee in bankruptcy

Family Law matters

5.33 complying with a payment splitting agreement (including deferred payment split), payment flagging agreement and court orders including a court order under Part VIII B of the *Family Law Act 1975*

Authorised investments & activities

5.34 investing any Fund assets anywhere in Australia, in anything, anywhere in the world and outer space, whether linked to the Fund or not, irrespective of whether the Trustee or a member has a direct or indirect interest and may benefit directly or indirectly, whether or not authorised by the law, in any form on any terms, and otherwise deal with the Fund in any way including:

- (a) life, life endowment, term, trauma or other insurance policies, superannuation funds, deposits and loans (with or without security), real property (whether income earning or otherwise), shares (unlisted or listed on any stock exchange), options, debentures and other securities, derivatives, futures, currency call, hedging contracts, derivatives, futures, currency exchanges, warrants and other financial instruments
- (b) enter into, manage and vary any arrangements for foreign exchange, interest rates, interest rate caps, floors, and any currency forward rate agreement and any other financial management agreement
- (c) both permissible and non-permissible investments in any Australian or overseas jurisdiction
- (d) real, personal, chattels and choses in action (including securities and Securities) and improvements
- (e) open and operate bank accounts (including friendly society, building society, or other body) to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities
- (f) deposit securities, Securities, documents of title to any real property and chattels with a bank, trust, company, investment broker or like institution in any part of the world
- (g) exercise all rights and perform all duties of holding shares, stock or debentures in any company

Legal Consolidated's Self Managed Super Fund complies with the latest Auditing Standards. Self-Managed Super Funds are audited every financial year. The auditor relies on Auditing and Assurance Standards Board's (AUASB) Standards.

- (h) purchase, acquire, sell, transfer, hire, lease, dispose of, manage, divide, encumber or otherwise deal with any chose in action, real or personal property and any other fund asset
- (i) enter into any contract, arrangement or agreement with any person (including a member or Trustee) for the sale, letting or other dealing with the Fund, or to provide any goods or services by or from that person or Beneficiary
- (j) establish, purchase, acquire, promote or conduct any company, business, undertaking or scheme and either solely or with any person and to sell, transfer, dispose of or wind-up any such company, business, undertaking or scheme
- (k) employ any person (including a Beneficiary) in any business or to do anything (whether in connection with this deed, or otherwise), for remuneration or otherwise
- (l) appropriate, wholly or partly, any Fund asset or interest that any person may have in the assets of the trust or fund, or to be paid to or apply for the benefit of, a Beneficiary
- (m) units (including sub-units) in a unit trust or fund (including joint subscription or purchase) or to issue units, irrespective of whether their issue involves or may involve liability
- (n) futures, options, synthetic investments, hedging, insurance policies, annuities, instalment warranties, deposits and loans (secured or not) with a building society, credit co-operative, trust or registered or unregistered financial institution
- (p) digital currency, blockchain currency, Cryptocurrency CFD trading, contracts for difference using any storage, exchange or custody service
 - i. encryption
 - ii. a hardware wallet, software wallet or wallet
- (q) synthetic financial products including those that allow access to the movement in price of shares and other financial instruments such as stock indices, commodities, currencies, cryptocurrency and futures contracts without owning the underlying product
- (r) mortgage, lien, pledge, charge, guarantee (including the member, Trustee and other persons providing personal guarantees and other covenants) any of the Fund assets, or future Fund assets, or otherwise including for the security for any borrowing, raising, facility, gearing, guarantee, indemnity, lease, underwriting and contractual obligations including for the performance of any person's contractual obligations, plus borrowing and raising money from any person (including the Trustee or member), with or without security on any basis, based on the lending bank requirements, irrespective of whether the Fund is in accumulation or pension phase, including:

The 106-page standard is called the Guidance Statement GS 009 Auditing Self-Managed Superannuation Funds (GS 009). The appendices to GS 009 includes an example engagement and representation letter, illustrative trust deed checklists and financial audit procedures, and illustrative examples of threats to the auditor's independence.

- i. via an overdraft
- ii. on a full, part or limited recourse or instalment warrant; and
- iii. via a limited recourse borrowing arrangement, with or without:
 - (a) a bare trust, holding trust or custodian; and
 - (b) borrowings under Part 7 and sections 67A–67B SIS Actfor any reason or purpose including:
 - (c) to enable the Trustee to pay a surcharge or advance instalment, including under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997*
 - (d) enable the Trustee to settle a transaction including to acquire any of the securities listed in section 67(3)(a) SIS Act
 - (e) to purchase or gear any current or future Fund asset
- iv. provide financial assistance in any form, including a loan, to a member, relative of a member, Beneficiary, Dependant or Trustee
- v. allowing members to choose between investment strategies
- vi. investing in anything set out in the investment strategy, including in assets that allow:
 - (a) investing in a way to maximise Member returns taking into account the risk associated with the investment
 - (b) diversification and the benefits of investing across a number of asset classes in a short, medium or long-term investment strategy

No conflict of interest

- 5.35 to ignore the fact that the Trustee may have a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise including where the Trustee obtains or may obtain an interest or benefit as a director, officer, shareholder, partner, unitholder or beneficiary of a third party with whom the Trustee enters into a transaction, arrangement or becomes involved

Death Benefit Agreement

- 5.36 to set up rules and forms for death benefit agreements including to deal with a notice given by a member or Beneficiary to the Trustee under Regulation 6.17A SIS Regulations

Varying the Trust

- 5.37 vary this Deed orally, by oral declaration, written resolution, minute or deed, prospectively or retrospectively, except a variation cannot reduce or adversely affect the rights or amount of a member to accrued entitlements or Benefits that have already arisen
- 5.38 unless otherwise express stated, any variation of the Deed does not vary any death benefit agreement or payment of pension

Insurance against Fund losses

- 5.39 take out insurance for a potential liability of the Trustee, member or Fund for any reason including as a result of any act or omission

Winding up the Fund

- 5.40 to wind up the Fund at any time and for any reason (including if there is no members) pursuant to any rules set out by the Trustee

Applicable law

- 5.41 from time to time, stating the law that governs this Deed, and if there is no statement then the Deed is governed by the law of the location as evidenced by the Trustee's address in this Deed and the parties consent to the exercise of that jurisdiction by the courts of that place

Appointing and Delegating

- 5.42 appointing and replacing (without the need to appoint a person including a valuer, auditor, administrator, investment manager and custodian (including a trustee of a lending trust, bare trust, limited recourse borrowing trust, warrants and instalment warrant)
- 5.43 valuing, obtaining actuarial and adequacy certificates
- 5.44 delegating to another person, including one or more persons, on any terms the Trustee thinks fit, including under a power of attorney and altering or revoking any power of attorney
- 5.45 the Trustee is not bound to follow the advice of any expert or other person the Trustee has appointed as an expert or otherwise

Legal Consolidated's Self-Managed Superannuation Deed is updated to fully comply with the Standard. Because you are building your SMSF at our website you also receive a signed letter on our law firm's letterhead to confirm compliance with the Standard.

General Powers

- 5.46 stating business days and times it is available and unless otherwise stated 9am – 5pm Monday to Friday excluding public holidays in all States or Territories of Australia
- 5.47 establishing a final and interim fund-earning rate
- 5.48 allowing an employer or any person to become a participating employer
- 5.49 where excess contributions (including excess contributions under sections 292-20 and 292-85 Tax Act) were accepted then releasing such funds to the member or any government authority, agency or Responsible Authority
- 5.50 initiating, conducting and settling legal proceedings

6. Forfeiting Benefits

- 6.1 A member forfeits a contingent, prospective or current entitlement Benefit if the Trustee determines that the member is declared or likely to be declared mentally ill or the member has no Dependants upon or after death. The Trustee applies the forfeited Benefits as the Trustee sees fit including to members, Forfeited Benefits Account or other account

- 6.2 The Trustee may apply the amounts in a Forfeited Benefits Account in any way including to supplement member's Benefits

7. Death Benefits

The Trustee must pay the full Benefit for the member standing to the credit of the accumulation account, and any pension account residue either as a lump sum, or as one or more pensions or annuities, or both. Any Reversionary Pension takes precedence over any direction, nomination, death benefit agreement and non-lapsing nomination. The Trustee pays the death benefit on the death of a member under:

Death benefit agreement (binds Trustee don't expire)

- 7.1 On the death of a member or beneficiary who has a death benefit agreement:
- (a) the death benefit agreement prevails over any binding death benefit notice or non-binding nomination form
 - (b) the Trustee must pay, or apply, the relevant benefit according to the death benefit agreement
- 7.2 A death benefit agreement need only be signed by the Trustee and the relevant member or beneficiary, and replaces any previous death benefit agreement. On signing, the terms of any death benefit agreement form part of this Deed
- 7.3 If there is any inconsistency between the death benefit agreement and the remaining provisions of the Deed, then the terms of the death benefit agreement prevails to the extent of that inconsistency
- 7.4 If part of the death benefit agreement is invalid because it directs the Trustee to pay Benefits to a person to whom those death benefits may not be paid under Superannuation law then such disallowed benefits are not so paid but applied as per the remainder of the death benefit agreement which remains valid or under the Superannuation law

Binding death benefit notices (binds Trustee but expires after 3 years)

- 7.5 After the death of a member or Beneficiary who has given the Trustee a binding death benefit notice (binding nomination forms) the Trustee must comply with that notice

Non-binding nomination forms (not binding on Trustee)

- 7.6 If after the death of a member or Beneficiary, not all death benefits have been paid or applied under a death benefit agreement or binding death benefit notice, then the Trustee must pay or apply the relevant benefit in the way the trustee thinks fit in under the SIS Legislation

Discharge of Trustee

- 7.7 If a Dependant, Beneficiary, legal personal representative, relative or other person receives any part of a Benefit then that discharges the Trustee from liability for that Benefit. The Trustee is not responsible for seeing how the Benefit is applied

- 7.8 The Trustee is at liberty to require any person who may receive a Benefit to provide a guarantee and indemnity on any terms for the benefit of the Trustee or any other person

8. Trustee

- 8.1 The Trustee may appoint any person as an additional or a replacement Trustee at any time, including the following:
- (a) a deceased member's legal personal representative including from the date of the member's death
 - (b) a member's legal personal representative, including while they hold an enduring power of attorney for the member or while the member is under a legal disability
 - (c) a member's legal personal representative, parent or guardian including where the member is a minor
 - (d) a corporation, natural person or other entity
- 8.2 No Person dealing with the Trustee need be concerned with the adequacy of the powers of the Trustee for any dealing with the Trustee of any of the Trustee's powers, authorities or discretions
- 8.3 No security or security given is invalid because of any defect, whether of law or fact on the part of the Trustee or otherwise or breach of duty or trust whatsoever
- 8.4 The Trustee is discharged from all liability for a Benefit if the Trustee pays the Benefit in good faith to a person or another person, or to that person, they believe is entitled to it
- 8.5 The Trustee is at liberty to require any person to provide a guarantee and indemnity and complete statutory declarations on a deed for the benefit of the Trustee or any other person
- 8.6 Neither the Trustee nor its employees are liable for anything done or not done in connection with acting as Trustee, and are indemnified from the Fund with a lien on the Fund, unless:
- (a) the Trustee failed to act honestly
 - (b) the Trustee intentionally or recklessly failed to exercise a reasonable degree of care
 - (c) the Trustee incurred a monetary penalty under a civil penalty order under the Superannuation law
- 8.7 The Trustee is not taken to be in contravention of the Deed or in breach of trust if the Trustee does or omits to do anything that is in contravention of covenant or requirement if the contravention is waived by the Responsible Authority
- 8.8 The Trustee may exercise any power or action (and also record it) orally, by oral declaration, written resolution, minute or deed, prospectively or retrospectively

How do I register a Self-Managed Superannuation Fund? Firstly, build the [SMSF Deed](#) on our website, print out and the trustee signs. Secondly, within 60 days register the SMSF with the ATO.

9. Members & Beneficiaries

- 9.1 A person becoming or seeking to become a member is bound by this Deed
- 9.2 No Beneficiary has any interest, claim, right, estate or title in any part of the Fund, Fund income or any other income
- 9.3 No Beneficiary is under any obligation to personally or through a creditor of the Fund or any sub-trust established by the Fund to pay any liability, loss, damage or expense either incurred or suffered by the Fund with the Fund. The Trustee is unable to exercise any right by way of subrogation or indemnity
- 9.4 The member, Beneficiary, Dependant, employee or agent provides information that it has or can obtain, and completes such forms, does such acts and executes such documents as is, in the Trustee's opinion, necessary or desirable for the managing and administering of the Fund. The Trustee is not required to verify the information but is not required to verify the information

How do I register a Self-Managed Superannuation Fund? Firstly, build the [SMSF Deed](#) on our website, print out and the trustee signs. Secondly, within 60 days register the SMSF with the ATO.

10. Notices

- 10.1 Any notice or other written communication is given to a person if it is handed to the person or delivered to the person's last known address via Australia Post or by any other means

11. No Partnership

- 11.1 The Deed does not create the relationship of partners, or of principal and agent, between the Trustee and the members nor as between each other

12. Signing the Deed in different locations

- 12.1 The Deed may be executed by executing identical documents (counterpart)

13. Interpreting the Deed

In the Deed unless the context indicates a contrary intention:

- 13.1 headings are for convenience only and do not affect interpretation
- 13.2 a reference to a person includes a reference to: an individual; body corporate (wherever incorporated); body politic; association of persons (whether incorporated or unincorporated) partnership; trust; superannuation fund, person in the capacity as a trustee, custodian or personal representative of a deceased estate
- 13.3 the plural includes the singular and vice versa and a reference to any gender includes every other gender or no gender
- 13.4 a reference to the Deed includes a reference to any amendment, novation, variation, supplemental deed or replacement from time to time
- 13.5 references to any party to this Deed include its successors or permitted assigns
- 13.6 references to laws in the Deed refer to those laws as amended as consistent with the overall purpose of the Deed and does not lead to an anomaly

- 13.7 reference to any statute, subordinate legislation, statutes, subordinate legislation and instruments consolidating, re-writing, re-enacting or replacing statute includes all subordinate legislation and instruments
- 13.8 if any part of the Deed is invalid, that does not affect the remainder of the Deed

Executed as a Deed on20.....

SIGNED, SEALED AND DELIVERED by
David Mike Godfrey

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
James Eigan

James Eigan

(Signature of witness)

(Name of witness)

Currently, about half of the Self-Managed Super Fund deeds built on our website are for pension phase. These funds may have just passive investments. And there may only be investments via platforms. Nevertheless, all Australian compliant SMSF Deeds must have an ABN, at all times.

SIGNED, SEALED AND DELIVERED by
Tommy Mathew Losic

Tommy Mathew Losic

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
Jenny Tatiana Romanov

Jenny Tatiana Romanov

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
Mark William Kelser

Mark William Kelser

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
Maria Karen Brown

Maria Karen Brown

(Signature of witness)

(Name of witness)

Bind with the SMSF Deed and print out as required, from time to time

Beneficiary Nomination - What happens to my Superannuation when I die?

'Death Benefit Table'

Person (full name) or, to leave it to your estate (Will) tick 'Legal Personal Representative'	Date of Birth	Relationship to me (eg Spouse, child, financially dependent, interdependency relationship)	Percentage of my Death Benefit
			%
			%
			%
			%
			%
<input type="checkbox"/> Legal Personal Representative	N/A	Not applicable	%
		The total must equal	100%

ONLY COMPLETE AND SIGN ONE OF THE THREE OPTIONS BELOW:

Non-Binding Nomination Form (this direction is not binding on the Trustee) Option One

I of DOB: being a member of the Veteran Fellows Fund direct the Trustee of the Veteran Fellows Fund that, on my death, the persons named in the above Death Benefit Table are to receive the proportion stated of the benefit payable upon my death. I acknowledge that this direction to the Trustee is a non-binding death benefit notice and that the Trustee retains the discretion as to how to apply any benefit payable on my death.

Signed on 20.... Member signature:

Witness Name: Witness signature:

Binding Death Benefit Notice (Binding on Trustee, expires after 3 years) Option Two

I of
member of the Veteran Fellows Fund direct the Trustee of the Veteran Fellows
persons named in the above Death Benefit Table (being one or more of my de
representative) are to receive the percentage stated of the benefit payable up
that this direction to the Trustee is a binding death benefit notice and the direc

Member Signature

We, the two witnesses below, declare that we are over 18 years of age, we are
under the Death Benefit Table and witnessed the Member signing this Notice
were together during the entire signing.

Name of 1st Witness Signature of 1st Witness
.....

Address of 1st Witness

Name of 2nd Witness Signature of 2nd Witness

Address of 2nd Witness

Most SMSF have a company as the trustee. If your company is only doing that one job – acting as trustee of the SMSF – then the company has neither an ABN or TFN. The trust needs the ABN and TFN, not the corporate trustee.

Death Benefit Agreement (this direction binds the Trustee and never expires) Option Three

1. This deed is between (Member) ofDOB: as member of the Veteran Fellows Fund and the Fund's Trustee as named below.
2. This deed is an addition to the deed known as the self-managed superannuation deed called the Veteran Fellows Fund
3. This deed is not a binding death benefit notice given (including how to amend or terminate a binding death benefit notice under section 6.17A Superannuation Industry (Supervision) Regulations). Therefore, it can be amended or terminated and it does not end after 3 years as binding death benefit notices do.
4. On signing this deed, this deed forms part of the Veteran Fellows Fund
5. The Member directs the Trustee that, on the Member's death, the persons named in the Benefit Table (which is incorporated into this deed) receive the proportion of any benefit that is payable.
6. The Trustee consents to act on the direction and confirms that the member has provided the information required to understand their right to require the trustee to provide the benefit to the persons nominated. The Trustee that the persons nominated must be a dependant or the legal member and that the proportion of the benefit is certain or readily ascertainable.
7. If compliance with Superannuation law prevents any part of the benefit being paid to the persons named then that part of the benefit is dealt with under the Superannuation law.
8. The Member may terminate this deed by serving a notice terminating this deed. The deed may be replaced by the Trustee and the Member signing a later deed. At the time this deed terminates.

Must all members be trustee/directors?
1. all members must also be the only trustees; or
2. if there is a company as trustee then all the members must be the only directors

Signed sealed and delivered as a deed on20.....

Member Signature

We, the two witnesses below, declare that we are over 18 years of age, we are not mentioned or benefit under the Death Benefit Table and witnessed the Member signing this Notice in both our presence. All 3 of us were together during the entire signing.

Name of 1st Witness Signature of 1st Witness

Address of 1st Witness

Name of 2nd Witness Signature of 2nd Witness

Address of 2nd Witness

Signed by the Trustee:
[When Trustees are individuals]

Trustee one name: Trustee one signature

Witness name: Witness Signature

Trustee two name: Trustee two signature

Witness name: Witness Signature



Trustee three name (if any): Trustee three signature

Witness name: Witness Signature

Trustee four name (if any): Trustee four signature

Witness name: Witness Signature

[When the Trustee is a company]

The common seal of ACN

in its capacity as trustee, under s127(2) *Corporations Act 2001* in the presence of:

.....

Director/Secretary

.....

Director (if any)

Witness Declaration - 1st Witness

I, Date of Birth
of in the State of state:

1. that on20..... I witnessed (Member) signing the attached Death Benefit Agreement between the Member and the Fund as the 1st Witness.
2. that I also, at the same time, witnessed the signature of the other witness (2nd Witness) who witnessed the Member's signature.
3. I confirm that all three of us, being myself, the Member and the 2nd Witness, were present at the same time during the entire signing process.
4. The Member stated that the Member understood the nature of the Death Benefit Agreement to both myself and the 2nd Witness.
5. I confirm that I am not related to the Member, not mentioned in the Death Benefit Agreement and have no pecuniary interest in the Member's Estate or superannuation benefits either directly or indirectly.

What if a member loses capacity or gone overseas? Or the person cannot be bothered running the SMSF? The member can give someone an Enduring POA.

Signed, Sealed and Delivered as a deed on

1st Witness Name: 1st Witness Signature

Name of person witnessing the 1st Witness signature in this declaration:
and signature:.....

Witness Declaration - 2nd Witness

I, Date of Birth
of in the State of state:

1. that on20..... I witnessed (Member) signing the attached Death Benefit Agreement between the Member and the Trustee of the Veteran Fellows Fund as the 2nd Witness.
2. that I also, at the same time, witnessed the signature of the other witness (1st Witness) who witnessed the Member's signature.
3. I confirm that all three of us, being myself, the Member and the 1st Witness, were present at the same time during the entire signing process.
4. The Member stated that the Member understood the nature of the Death Benefit Agreement to both myself and the 1st Witness.
5. I confirm that I am not related to the Member, not mentioned in the Death Benefit Agreement and have no pecuniary interest in the Member's Estate or superannuation benefits either directly or indirectly.

Signed, Sealed and Delivered as a deed on20...

2nd Witness Name: 2nd Witness Signature

Name of person witnessing the 2nd Witness signature in this declaration:
and signature:.....

Information on who gets your Superannuation when you die

Under the Superannuation laws, you can only nominate

Individual

1. Your husband, wife, spouse, defacto spouse and same-sex partners (suffice to say you can have more than one)
2. Children including adopted, step, from your spouse and ...
Family Law Act 1975
3. Individuals that are 'financially dependent' on you – calculated at the moment of your death (this can be a good friend's child who receives schools fees and giving other financial supports). Superannuation term more widely than under the taxation system.
4. Someone in an 'interdependency relationship' with you (e.g. sisters who live together, often with financial and domestic support, two of them) – calculated at the moment of your death

Legal Personal Representative

5. If you write in the exact expression 'Legal Personal Representative' a percentage you select, of your superannuation goes, at the moment of your death, to your Will to be distributed under your Will. If you have no Will, your administrator to be distributed according to a governing law.

Can I nominate my friends?

Sorry, but the Superannuation law only allows direct nomination to a spouse, dependent and interdependency relationship. To get around this, you can nominate Superannuation at death to your 'Legal Personal Representative' and such friends in your Will to receive your Superannuation.

The ATO sets out the POAs rules in SMSFR 2010/2.

In SMSFR 2010/2 an example is given where two members are replaced by their friend who is not a member of the fund as trustee.

However, a POA does not work when you have a corporate trustee. And, these days, 94% of all SMSFs built on our website have a company as trustee.

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: David Mike Godfrey

Date of Birth: 16 February 1954

Address of new Member: 7 Martin Street, Hunters Hill NSW 2110, Australia

Employer (if any): _____ **Trustee's Tax File No. (TFN):** _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Foms/TFN-declaration/>).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - a. **death benefit agreement** which binds the Trustee and does not expire
 - b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant David Mike Godfrey

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: James Eigan

Date of Birth: 19 May 1955

Address of new Member: 23 Wellington Street, St Kilda VIC 3182, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Forms/TFN-declaration/>).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - a. **death benefit agreement** which binds the Trustee and does not expire
 - b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant James Eigan

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: Tommy Mathew Losic

Date of Birth: 22 September 1958

Address of new Member: 31 Epsom Road, Kensington VIC 3031, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Forms/TFN-declaration/>).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - a. **death benefit agreement** which binds the Trustee and does not expire
 - b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant Tommy Mathew Losic

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: Jenny Tatiana Romanov

Date of Birth: 17 February 1960

Address of new Member: 5 Dillon Avenue, Flinders Park SA 5025, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Foms/TFN-declaration/>).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - a. **death benefit agreement** which binds the Trustee and does not expire
 - b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant Jenny Tatiana Romanov

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: Mark William Kelser

Date of Birth: 22 December 1949

Address of new Member: 8 Tassels Place, Innaloo WA 6018, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed

2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Forms/TFN-declaration/>).

3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.

4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)

5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:

- a. **death benefit agreement** which binds the Trustee and does not expire
- b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
- c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant Mark William Kelser

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: Maria Karen Brown

Date of Birth: 16 September 1956

Address of new Member: 34 Davies Road, Claremont WA 6010, Australia

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed
2. I consent to my tax file number being made available to the Trustee, government authorities and professional advisers. I **enclose** a signed Tax File Number Declaration (available from the ATO in hard copy only ordering at <https://www.ato.gov.au/Forms/TFN-declaration/>).
3. I am aware of the other members of the fund and their relationships to me including, any employee and employer relationship and family relationship and acknowledge that I am not a disqualified person under the SIS Regulations.
4. I have read, understood and signed the attached ATO's Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)
5. Below I have ticked (and **enclose** the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:
 - a. **death benefit agreement** which binds the Trustee and does not expire
 - b. **binding death benefit notices** (binding nomination forms) which bind the trustee but which expire after 3 years unless renewed
 - c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant Maria Karen Brown

..... Date:

Bind this Membership Application form with your SMSF Deed and copy as required

Membership Application to the Veteran Fellows Fund

Member Applicant Full Name: _____

Date of Birth: _____

Address of new Member: _____

Employer (if any): _____ Trustee's Tax File No. (TFN): _____

1. After reading, keeping a copy of and understanding the Veteran Fellows Fund (Deed) and Product Disclosure Statement, I agree to be bound by the Deed and the Superannuation law as defined in the Deed

2. I consent to my tax file number being made available to the relevant authorities and professional advisers. I enclose a copy of my tax file number (available from the ATO in hard copy only or my tax file number declaration/).

3. I am aware of the other members of the fund and I am not an employee of any employee and employer relationship and I am not a disqualified person under the SIS R

4. I have read, understood and signed the attached Trustee Declaration (Download Trustee Declaration from https://www.ato.gov.au/uploadedFiles/Content/SPR/Forms/Trustee%20declaration_SPR_n71089_19272.pdf)

5. Below I have ticked (and enclose the completed document) on how I choose to deal with any Superannuation (death benefit) that I may have left when I die:

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- c. **non-binding nomination forms** which do not bind the Trustee and don't expire

Signed by the applicant

..... Date:

You can build this document here:
<https://www.legalconsolidated.com.au/self-managed-super-fund-intro/>