



# CAPITAL PROTECTED TRUST ORDER FORM

NAME: .....  
 FIRM: .....  
 PHONE: .....  
 E-MAIL: .....

FREECALL 1800 773 477

**IMPORTANT: PLEASE REFER TO THE ATTACHED PAGE FOR CRITICAL INFORMATION REGARDING THE EXECUTION OF TRUST DOCUMENTS**

NAME OF TRUST \_\_\_\_\_

Trust is to be settled *(please tick)*  DIRECT OR  POWER OF ATTORNEY *(see over)*  
 If no nomination is made, the trust will be signed under Power of Attorney.

Street Address for 1<sup>st</sup> Meeting \_\_\_\_\_

Settlor: ACIS SETTLEMENTS or \_\_\_\_\_

Settlement Sum: \$10.00 or \_\_\_\_\_

## TRUSTEE/S

CORPORATE TRUSTEE/S \_\_\_\_\_  
*(if applicable)*  
 ACN \_\_\_\_\_

Names of ALL Directors \_\_\_\_\_  
*(1<sup>st</sup> listed to be Chairman & signatory/s)*

INDIVIDUAL TRUSTEE/S \_\_\_\_\_  
*(1<sup>st</sup> listed to be Chairman & signatory/s)*

Address of Trustee/s \_\_\_\_\_

## PRINCIPAL/S & BENEFICIARIES

Principal/s of Trust\* \_\_\_\_\_

Alternative Principal/s (if any)\* \_\_\_\_\_  
 \* Party/s who will have the power to appoint and/or remove a Trustee/Beneficiary (see notes over)

### PRIMARY BENEFICIARIES (Please provide full names)

#1 \_\_\_\_\_ #4 \_\_\_\_\_  
 #2 \_\_\_\_\_ #5 \_\_\_\_\_

**SECONDARY BENEFICIARIES** Relatives of Primary Beneficiaries are included (i.e. spouses, parents, brothers, sisters, all children, grandchildren, nieces and nephews).

### CAPITAL BENEFICIARIES (Please provide full names)

#1 \_\_\_\_\_ #4 \_\_\_\_\_  
 #2 \_\_\_\_\_ #5 \_\_\_\_\_

### DEFAULT BENEFICIARIES

If no nomination is made, the Primary Beneficiaries will be the Default Beneficiaries (i.e. be the takers in default). If no Default Beneficiaries are required insert "NIL".

#1 \_\_\_\_\_ #4 \_\_\_\_\_  
 #2 \_\_\_\_\_ #5 \_\_\_\_\_

**PAYMENT DETAILS:** Please debit the following card details by the amount of \$ \_\_\_\_\_

TYPE OF CARD: Visa  Mastercard  \*Diners Club  \*Amex  \* 3% surcharge applies.

CARD NUMBER: \_\_\_\_\_ EXPIRY DATE: ( / )

NAME ON CARD: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Please return this Form on FREEFAX 1800 655 556 or call with any queries.

## ACIS CAPITAL PROTECTED TRUST

An ACIS Capital Protected trust (a "CP Trust") is designed to protect the capital of the trust fund and to preserve Trust assets for the benefit of later generations. The CP Trust is designed to protect the capital and assets of the trust from Secondary Beneficiaries or their spouses or other family members who may seek to make a claim against the trust on the basis that it is a financial resource or asset of the secondary beneficiary.

There are 4 categories of beneficiaries:

**Primary Beneficiaries** (entitled to income only) have all the rights of a beneficiary of a normal discretionary trust except that they have no entitlement to the capital of the trust fund. A Primary Beneficiary may be a Trustee and/or Principal of a CP trust.

**Secondary Beneficiaries** (entitled to income only and have limited rights) would normally include children and other parties related to a Primary Beneficiary. They are entitled to receive income only (at the complete discretion of the trustee) and have absolutely no entitlement whatsoever to the capital of the Trust. Trust property is not to be loaned to the Secondary Beneficiaries and they have no control over the Trust. A Secondary Beneficiary should not be appointed as a Trustee or Principal, or have any other capacity within the Trust. If the Trustee is a company they should not be a shareholder or an officeholder of that corporate Trustee.

**Capital Beneficiaries** (entitled to capital and may receive income) receive the capital of the Trust. Provision is made for the capital to be distributed to the Capital Beneficiaries either before or on the vesting date at the discretion of the Trustee. The Trustee may elect to distribute income to the Capital Beneficiaries. The Capital Beneficiaries would commonly be grandchildren or great grandchildren of the Primary Beneficiary. The Trust assets are not protected from the spouses of the Capital Beneficiaries.

**Default Beneficiaries** (entitled to income only as the takers in default) we will list the named Primary Beneficiaries as the Default Beneficiaries unless you specify otherwise. You may choose to have no Default Beneficiaries, however, in default of the exercise of the Trustee's discretion to distribute income, the income will be retained and taxed at the highest marginal rate of tax.

**Principal / Alternative Principal** is the person who has the right to nominate additional beneficiaries and to appoint and remove trustees. We have introduced the Alternative Principal to address the situation where a Principal has died or is otherwise unable to act for any reason and it becomes difficult to exercise those powers of appointment. We have found it to be a common occurrence that this problem arises. Conversely, the deed has been prepared so that an Alternative Principal does not have to be nominated if the client does not wish to use the mechanism.

## **IMPORTANT: PLEASE READ PRIOR TO COMPLETING THE ORDER FORM**

### **ESTABLISHMENT OF YOUR TRUST**

ACIS provides trust establishments in 3 ways:

1. **Settled direct – we provide Settlor** - ACIS Settlements Pty Ltd acts as the Settlor and the Trust Deed is prepared and delivered to you for execution by the Trustee. The Trust's jurisdiction will be that in which the Trustee/s execute the Trust Deed and settlement stamp duty may (or may not) apply in that jurisdiction.
2. **Settled direct – you provide Settlor** - the Trust Deed is prepared and delivered to you for execution by the Settlor and Trustee. The Trust's jurisdiction will be that in which the Trustee/s execute the Trust and settlement stamp duty may (or may not) apply in that jurisdiction.
3. **Power of Attorney** – ACIS Settlements Pty Ltd acts as the Settlor and our representative will sign the Trust Deed on behalf of the Trustee under Power of Attorney. As all documents are signed in our office, the Trust's settlement jurisdiction will be Queensland and as such no settlement stamp duty will be payable on the Trust Deed in Queensland. The power of attorney is restricted to the act of signing the deed only and does not constitute a general power of attorney i.e. once the deed is signed, the power of attorney effectively ends. If not accompanying your order, the executed power of attorney **MUST** be returned to us for the trust to be properly established.

For convenience, a blank power of attorney is attached. You should note that a trustee company cannot execute a Power of Attorney prior to its registration.

### **DATING YOUR TRUST**

When establishing your Trust, the following procedures will apply:

1. If the Trust Deed is to be settled direct using ACIS Settlements Pty Ltd as the Settlor (and your instructions do not specify a subsequent date), the Trust Deed will be dated when it is executed by the Settlor.
2. If you provide the Settlor (and your instructions do not specify a subsequent date), the Trust Deed will be supplied undated.
3. If the Trust Deed is executed under Power of Attorney, the Trust will be dated on the day we receive the properly executed Power of Attorney from you (regardless of the date appearing on the Power of Attorney).

### **NOTES**

It is vital that your Trust Deed is properly executed and the settlement sum received and deposited to a trust bank account **BEFORE** the trust undertakes any activity or acquires any assets. If the trust deed is not properly executed:

1. The trust may be improperly established, not established at all or invalid;
2. Adverse taxation (particularly CGT) and stamp duties issues may arise.

