



# SETTLED HYBRID FAMILY UNIT 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 Trustees/ \_\_\_\_\_

## ORDINARY UNIT HOLDER/S

If a Unit Holder is a superannuation fund or trust, please provide full details of Trustee/s eg. ABC Pty Ltd ACN 000 000 000 ATF The ABC Super Fund OR John Citizen & Mary Jane Citizen ATF The ABC Trust.

#1 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#2 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#3 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#4 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

## SPECIAL UNIT HOLDER/S

(Do not have to be issued initially, as they may be issued by the Trustee at any time)

#1 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#2 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#3 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

#4 Unit Holder Name \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
No. of Units \_\_\_\_\_

## DISCRETIONARY BENEFICIARIES

Any past or present Ordinary Unit Holder; Any past or present Special Unit Holder; A director or a shareholder of any company which is or has been a trustee of the Trust, an Ordinary Unit Holder or a Special Unit Holder; The spouse, former spouse, de facto partner, former de facto partner, widow, widower, children, grandchildren, great grandchildren and parents of an Ordinary Unit Holder or a Special Unit Holder or of a Director or Shareholder or of a Discretionary Beneficiary; Brothers and sisters of an Ordinary Unit Holder or a Special Unit Holder or a Director or Shareholder or of a spouse or widow or widower of such person and the children, grandchildren and great grandchildren of those brothers and sisters; The spouses, former spouse, de facto partner, former de facto partner, widow or widower of any Discretionary Beneficiaries described above; Subject to the laws against perpetuities any Eligible Trust or any Eligible Company; Any past, present or future employee of the Trustee or any former Trustee; Any past or present partner, joint venturer, proprietor or employee of any business from time to time conducted (including previously conducted) by the Trustee.

## SPECIAL CONDITIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

## **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 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.

### **FIXED TRUSTS**

The ATO only recognises certain trusts as "fixed trusts". Whether a trust is "fixed" or not for the ATO's purposes can have significant effects (e.g. the trust loss provisions may or may not apply). If you require any further explanation of the trust loss provisions or any other issues relevant to fixed trusts, you should seek professional advice from your accountant or other professional advisor.

In order for a trust to be "fixed" for the ATO's purposes, the unit holders must have a vested and indefeasible interest in the trust. They must have a fixed entitlement to a share of the income and capital of the trust. In order to satisfy the ATO's requirements:

- (a) Any issue or redemption of units must occur at a price based on the net asset value of all units determined in accordance with Australian accounting principles;
- (b) The income and the capital of the trust must be payable to unit holders in strict proportion to the number of units held without any discretionary element allowing those sums to be diverted elsewhere; and
- (c) It is recommended that these provisions cannot be amended using a power in the trust deed.

**IMPORTANT NOTE:** *We believe that the non-fixed version of the Unit Trust is more commercially in demand for the benefits available with it (e.g. income streaming). Accordingly, in the absence of an election on the preceding page, your Unit Trust will be a non-fixed trust.*

### **UNIT CLASSES**

For convenience, our non-fixed unit trust deed includes a number of standard unit classes. A link to a summary of the rights attaching to each unit class is situated adjacent to the relevant order form at

[http://www.acis.net.au/order\\_forms.acis](http://www.acis.net.au/order_forms.acis)

