



Company Planners Pty Ltd ABN 43 001 845 996

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ORDER FORM

SELF-MANAGED SUPERANNUATION FUND KIT (If insufficient space please attach Annexure)

| | |
|---|--|
| Client Details (Ordering Party): | |
| Company Name: | |
| Contact Name: | |
| Phone No: | |
| Fax No: | |
| Email Address: | |
| Shipping Address: | |

Where Trustee(s) are individual(s) the fund may have more than one but less than five Trustees (minimum of two).
If trustee(s) are individuals, all members must be trustees or, must be related and receiving no remuneration for services.

Where Trustee(s) is a constitutional company
All members of the fund must be directors of that company
and all directors of that company must be members of the fund.

New fund (\$495)
Incl. GST

Upgrade/Variation only (from \$395)
Incl. GST

| | |
|---|--|
| Fund Details | |
| Name of Fund: | |
| Address of Fund: (for APRA/ATO purposes) | |

| | |
|------------------------------|--|
| Trustee Details | |
| Company | |
| Name of Company | |
| A.C.N. | |
| Address of registered Office | |
| Names of Directors | |
| Director 1 | |
| Director 2 | |
| Director 3 | |
| Director 4 | |

| | |
|------------------------|--|
| Trustee Details | |
| Individuals | |
| Trustee 1 | |
| Name in Full | |
| Residential Address | |

| | |
|---------------------|--|
| Trustee 2 | |
| Name in Full | |
| Residential Address | |

| | |
|---------------------|--|
| Trustee 3 | |
| Name in Full | |
| Residential Address | |

| | |
|---------------------|--|
| Trustee 4 | |
| Name in Full | |
| Residential Address | |

| | |
|-----------------|--|
| Members | |
| Member 1 | |
| Name in Full | |
| Address | |
| Date of Birth | |

| | |
|-----------------|--|
| Member 2 | |
| Name in Full | |
| Address | |
| Date of Birth | |

| | |
|-----------------|--|
| Member 3 | |
| Name in Full | |
| Address | |
| Date of Birth | |

| | |
|-----------------|--|
| Member 4 | |
| Name in Full | |
| Address | |
| Date of Birth | |

SIGN HERE

| | |
|------------------------|--|
| Name of ordering party | |
| Signature | |
| Date | |

Company Planners Pty. Ltd. is not a Financial Services Licensee or a representative of a Financial Services Licensee and cannot provide any Financial or Legal advice in regard to superannuation funds.

We do not produce this Superannuation product, No person or employee on behalf of Company Planners Pty Ltd has any authority to provide any professional advice or warranties whatsoever in respect to the Superannuation Fund or documents and clients are advised to obtain independent legal and/or financial advice to ascertain whether this product is suitable for them.

CONDITIONS

INTERPRETATION AND NOTICES

- (a) "Order" means the Order detailed on the front hereof to purchase the Superannuation Fund/Superannuation Fund Upgrade from Company Planners Pty. Ltd. by the Client and includes the Conditions.
- (b) "Company Planners" means Company Planners Pty. Ltd. A.B.N. 43 001 845 996
- (c) "the Client" means the person whose name and address is specified on the last page of the Order.
- (d) "Superannuation Fund/Superannuation Fund Upgrade" means the Superannuation Fund/Superannuation Fund upgrade purchased from Company Planners pursuant to the Order by the Client being one of the type of Superannuation Funds specified on the front of the Order.
- (e) "Fees" means the fee payable by the Client to Company Planners Pty. Ltd. for the purchase of the Superannuation Fund/Superannuation Fund Upgrade pursuant to this Order.
- (f) "Person" includes Company, corporation, firm or other body of persons.
- (g) The singular includes the plural and vice versa.
- (h) The masculine gender shall include the feminine gender and vice versa.
- (i) The headings are for convenience and do not affect the interpretation.
- (j) Any notice given under this Order shall be in writing and, if posted, shall be deemed to have been served on the addressee twenty four (24) hours after posting.

ORDER

- (a) The Client applies for the Superannuation Fund/Superannuation Fund Upgrade specified in this Order on the terms and conditions herein contained and agrees to pay to Company Planners the Fees for the supply of the Superannuation Fund/Superannuation Fund Upgrade.
- (b) The Client warrants the persons/entities named as trustees of the Superannuation Fund/Superannuation Fund Upgrade in this Order have consented to act in the capacity shown in this Order.

CLIENT AS PRINCIPAL

The Client agrees that upon signing this Order they will be doing so as principal with the intention that they be personally bound by the terms and conditions of the Order and the Conditions.

ACCEPTANCE

Company Planners shall have absolute right not to accept from the Client any Order and shall promptly notify the Client of any such decision.

FEES AND OTHER ADJUSTMENTS

- (a) The Client acknowledges that prior to submitting the Order to Company Planners they has:
 - (i) been informed by Company Planners of the amount of Fees payable by them for the purchase of the Superannuation Fund/Superannuation Fund Upgrade Ordered by them pursuant to this Order; and
 - (ii) agreed to pay the Fees
- (b) The Fees may be adjusted by Company Planners to include the amount of any taxes, gst, duties, imposts, levies, fees or other charges levied or imposed on or after the date of the Order upon or with respect to the transaction contemplated by this Order and which are required to be collected from the Client by Company Planners for or on behalf of the relevant authority.

PAYMENT AND DELIVERY

- (a) If the Client does not have an account with Company Planners then the Fees will be paid upon placement of the Order and subject to cleared funds.
- (b) If the Client has an account, then they will pay the Fees within fourteen (14) days of collection by them of the Superannuation Fund/Superannuation Fund Upgrade or of delivery to them of the Superannuation Fund/Superannuation Fund Upgrade as the case may be;
- (c) If the Client requires urgent delivery of the Superannuation Fund/Superannuation Fund Upgrade then the Client may be required by Company Planners to pay the additional cost thereof on delivery;
- (d) If payment is not made by the Client in accordance with this Order, the Client shall pay interest on the balance of Fees outstanding at the rate of one point eight five percent (1.85%) per month calculated from the date when payment is due up to and including the date of actual payment.

ERRORS ETC

- (a) Any claims by the Client relating to errors in the Superannuation Fund/Superannuation Fund Upgrade supplied by Company Planners pursuant to this Order must be made in writing and delivered to Company Planners within forty eight (48) hours of delivery of or collection of the Superannuation Fund/Superannuation Fund Upgrade to the Client. Such claims should refer to the invoice number and date of invoice for the Superannuation Fund/Superannuation Fund Upgrade and give reasonable particulars of the errors the subject of the complaint.
- (b) Company Planners accepts no responsibility whatsoever for any errors in documents as a consequence of incorrect information supplied by the Client;
- (c) In the event that the Client requests changes to any documents for the Superannuation Fund/Superannuation Fund Upgrade because of an error on his part, then Company Planners shall be entitled to charge an amount in addition to the Fees to cover the cost of alteration to documents at the discretion of Company Planners.

WARRANTIES AND REPRESENTATIONS

- (a) Other than those warranties or conditions which cannot be excluded by this Order, Company Planners shall not be bound by any representation, warranty, condition or statement except insofar as may be set out herein, and, all warranties and conditions which might, but for this clause, be implied by any law into this contract are hereby expressly negated and excluded from this Order.
- (b) Subject to the provisions of any State or Federal legislation to the contrary which cannot be excluded by this Order in case of any breach by Company Planners of its obligations pursuant to this Order is limited to any one of the following as determined by Company Planners in its absolute discretion:
 - (i) the replacement of all documents of the Superannuation Fund/Superannuation Fund Upgrade;
 - (ii) the payment of the cost of replacing all documents of the Superannuation Fund/Superannuation Fund Upgrade or acquiring equivalent Superannuation Fund/Superannuation Fund Upgrade; or
 - (iii) the rectification of errors in the Superannuation Fund/Superannuation Fund Upgrade documentation; or
 - (iv) the rectification of errors in the Superannuation Fund/Superannuation Fund Upgrade documentation rectified.
- (c) Company Planners shall not be liable in any way whatsoever to the Client for consequential loss or damage sustained by the Client attributable to any defect of the Superannuation Fund/Superannuation Fund Upgrade.

9 RETURNS

Since the Superannuation Fund/Superannuation Fund Upgrade sold pursuant to this Order is sold on the basis that the Superannuation Fund/Superannuation Fund Upgrade has not traded, Company Planners shall not accept the return of the Superannuation Fund/Superannuation Fund Upgrade under any circumstances.

10 FORCE MAJEURE

Company Planners shall not be responsible for non-performance to the extent that same is caused by fire, act of God, explosion, enemy action, inability to secure necessary supplies, or restricted operations by reason of any laws or regulations or any other cause of whatsoever kind which could not be foreseen or prevented by any reasonable amount of foresight or care. On the happening of any event contemplated by this clause, Company Planners shall forthwith make and at all material times thereafter continue to make disclosure to the Client of the event referred to and of the measures (if any) taken by Company Planners to prevent the occurrence of the event and to minimise the consequences thereof.

11 PROPER LAW

Any contract entered into pursuant to this Order shall be construed in accordance with the law of the State of New South Wales, Australia and any and all action taken in relation to or arising from such Order shall proceed in accordance with the laws of that State and all parties hereto hereby submit to the jurisdiction of the Courts of the said State.

12 ENTIRE AGREEMENT

This Order once the Client signs it, represents the entire understanding between the Client and Company Planners and there are no other terms, conditions or obligations. No variation shall have any validity unless accepted in writing by Company Planners.