



**ORDER FORM: DISCRETIONARY (FAMILY) TRUST**

**1. Trust Details:**

Name:	
Foreign Beneficiary Exclusion	YES <input type="checkbox"/> NO <input type="checkbox"/>

**2. State of Jurisdiction:**

NSW <input type="checkbox"/> VIC <input type="checkbox"/> QLD <input type="checkbox"/> WA <input type="checkbox"/> SA <input type="checkbox"/> TAS <input type="checkbox"/> ACT <input type="checkbox"/>
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**3. Appointer Details (Generally a representative of "Specified Beneficiaries"):**

Name:	
Address:	

Name:	
Address:	

**4. Succession Appointer Details (Upon the Death, Resignation or Inability to Act. Not Mandatory – Refer to Your Legal Adviser):**

Name:	
Address:	

Name:	
Address:	

**5A. Trustee Details (If Individual)**

Name:	
Address:	

Name:	
Address:	

**5B. Trustee Details (If Company)**

Name:	
A.C.N.:	
Address:	

**6. Primary Beneficiaries (If a Company or Charity, Please Supply Legal Elements Such As A.C.N. and Registered Office Address. If A Trust, Include Trustee Details):**

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

**7. Additional General Beneficiaries: (Other Than Lineal Relations and Companies Or Trusts Of Primary Beneficiaries. If a Company or Charity, Please Supply Legal Elements Such As A.C.N. and Registered Office Address. If A Trust, Include Trustee Details)**

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

**8. Settlor Details (Must be an Independent Person):**

Name:

Address:

Settled Sum (Usually \$10):

**9. Preferred Document Delivery:**

Hard Copy

PDF Only

**10. Payment:**

14 Day Account Holder	<input type="checkbox"/>
Direct Deposit (Subject to Clearance) Account Name: Company Planners Pty Ltd BSB: 062 238 Account Number: 1000 5151	<input type="checkbox"/>
Credit Card (1.2% Surcharge) Type: Name: Number: Expiry: Amount: Signature/Name to Authorize Payment:	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/>
Cheque (Subject to Clearance)	<input type="checkbox"/>

<b>11. Client Details (Ordering Party):</b>	
Company Name:	
Contact Name:	
Phone No:	
Email Address:	
Shipping Address:	
Special Instructions:	

I understand that I will be supplied with:

- Trust Deed
- Cover Letter
- Minutes
- Declaration
- Stamping Service Providers

I/we, the client, acknowledge and agree that prior to signing this Order, I/we have read, understood and shall be bound by the same in the Terms and Conditions of Trade which appear on the back hereof:

Name:

Signature:

Date: .....

**ROLES IN A FAMILY TRUST:**

**Appointer:** The person who represents the Primary Beneficiaries and may cease or appoint the Trustee. The Appointer can't be the same person as the Trustee.

**Beneficiaries:** Primary Beneficiaries are the people for which the Trust is created (usually lineal family); General Class of Beneficiaries may be anyone related to the Primary Beneficiaries, non-lineal family, and any company/trust in which a primary beneficiary of the trust has an interest.

**Settlor:** The person who establishes the trust. Once the Trust has been created the Settlor no longer has any rights or benefits from the Trust. The settlor must be an independent person and can't be any other role in the Trust.

**Succession Appointer:** Appointor's personal representative to take over the role upon the death, resignation or inability to act of the Appointor. This is an important consideration when setting up the Trust as Assets held in a trust do not form part of your estate and do not pass in accordance with the terms of your will.

**Trustee:** Person or Company who has legal title/control over property/assets on behalf of another. A Trustee may be a Company to place assets at arm's length from your business and personal assets. Property and assets are purchased and held by the Trustee (e.g. "Trustee" as trustee for the "Family Trust").

## CONDITIONS

### INTERPRETATION AND NOTICES

- (a) "Order" means the Order detailed on the front hereof to purchase the Shelf Company 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 front of the Order.
- (d) "Shelf Company" means the Company purchased from Company Planners pursuant to the Order by the Client being one of the type of companies specified on the front of the Order.
- (e) "Delivery Date" means, subject to the Client accurately completing the particulars of the Order on the front hereof and the availability of the name selected by the Client (if applicable), dispatched no later than 48 hours of receipt of Order.
- (f) "Fees" means the fee payable by the Client to Company Planners Pty. Ltd. for the purchase of the Shelf Company pursuant to this Order.
- (g) "Person" includes Company, corporation, firm or other body of persons.
- (h) The singular includes the plural and vice versa.
- (i) The masculine gender shall include the feminine gender and vice versa.
- (j) The headings are for convenience and do not affect the interpretation.
- (k) 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 Shelf Company 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 Shelf Company.
- (b) The Client warrants the persons named as officers of the Shelf Company in this Order have consented to act in the capacity shown in this Order.
- (c) The Client warrants that the occupiers of the registered office has consented in writing to the use of the specified address and has not withdrawn this consent.

### 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 Shelf Company 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 Shelf Company or of delivery to them of the Shelf Company as the case may be;
- (c) If the Client requires urgent delivery of the Shelf Company then the Client may be required by Company Planners to pay the additional cost thereof on delivery;
- (d) Delivery shall be made on Delivery Date.
- (e) 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

- 7.1 Any claims by the Client relating to errors in the Shelf Company 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 Shelf Company to the Client. Such claims should refer to the invoice number and date of invoice for the Shelf Company and give reasonable particulars of the errors the subject of the complaint.
- 7.2 Company Planners accepts no responsibility whatsoever:
  - (a) For any errors in documents as a consequence of incorrect information supplied by the Client;
  - (b) If name(s) selected by the Client is similar to and/or may be confused with or mistaken for another Company or Registered Business Name such as to make the Client liable to any action pursuant to any State or Federal legislation or the common law in relation to the name(s) selected by the Client for the Shelf Company.
- 7.3 In the event that the Client requests changes to any documents for the Shelf Company 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

- 8.1 (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.
- (d) 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 Shelf Company;
  - (ii) the payment of the cost of replacing all documents of the Shelf Company or acquiring equivalent Shelf Company; or
  - (iii) the rectification of errors in the Shelf Company documentation; or
  - (iv) the rectification of errors in the Shelf Company documentation rectified.
- 8.2 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 Shelf Company.

### 9 RETURNS

Since the Shelf Company sold pursuant to this Order is sold on the basis that the Shelf Company has not traded, Company Planners shall not accept the return of the Shelf Company 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.