

# ORDER FORM – DISCRETIONARY TRUST DEED

Firm / Person Placing Order		
Firm Name:	Contact Name:	
Delivery Address (no PO boxes):		
Suburb:	State: Postcode:	
Phone:	Email:	
The Trust		
Desired Name of Trust		
State of Jurisdiction		
Can foreign persons benefit from the Trust?		
Please complete "Trust Details" section on page 2 of this document before submitting.		
How Will Payment Be Made		
<ul><li>☐ Account number:</li><li>☐ Direct Deposit: BSB: 062 210 Acct. 1036 0658</li></ul>	3 (Please use desired Trust Name as reference)	
Cheque (Must be cleared before processing and	made payable to Patricia Holdinas)	
<del></del>	Expiry Date	
Card Holder Name		
Type of Card: MasterCard Visa Amex (NB: Amex will incur 1.93% incl. GST fee)		
,,		
Signature:		
Trust Deliver, Time		
Trust - Delivery Type		
A S324.50 Please choose either Grey or White		
A quality bound Trust Register delivered to you via courier.		
B  \$280.50		
A PDF version of the Trust Register delivered	to you via email.	
Package Deals (leave blank if not in a package)		
NB: Our stamping fee does not include cost of OSR (N	ISW) or SRO (VIC) Stamp Duty	
Company + Deed	Company + Deed	
Couriered \$1089.50	Emailed \$924.50	
☐ Company + Deed + our stamping fee*	Company + Deed + our stamping fee*	
Couriered \$1166.50	Emailed \$1001.50	
*If selecting Deed Stamping in addition to your Trust or Package, please select		
Trust /Package fee +OSR fee for Original \$500.00	☐ Trust/ Package fee + SRO fee \$200 (Fixed Trust price for VIC)	
☐ Plus 1 Duplicate \$510.00	☐ Trust/Package fee + Your own cheque for the	

☐ Or 2 Duplicates \$520.00 OSR or SRO Fee ☐ Or 3 Duplicates \$530.00 Please provide your bank account details below, in the event that we need to refund stamp duty payments. See clause 7 of our "Things to Know" page 3 of this document.		
Bank:		
BSB:	Account Number:	
Trust Details		
First Trustee	Name: Address:  A.C.N. (if company):	
Second Trustee	Name: Address:  A.C.N. (if company):	
Settlor (non-related*)	Name: Settled Sum  Address:	
Specific Exclusions (*must be the settlor if related)		
Appointor	Name:	
Guardian	Namo:	
(Optional)  Specified Beneficiaries (Include A.C.N. if company)	Name:         Name:         Name:         Name:         Name:	
Additional Beneficiaries (Include A.C.N.	Name:	

if company)



# THINGS TO KNOW

# 1. NO LEGAL, FINANCIAL OR TAX ADVICE

We do not provide legal, financial or taxation advice and therefore take no responsibility for these matters. You should consult your lawyer, accountant or financial advisor before placing an order with us.

# 2. TERMS OF TRADE (FOR CLIENTS WITH ACCOUNTS)

We extend thirty days terms of trade to approved practising solicitors, financial planners and accountants, but not to their clients. We require cleared funds from private clients before we process the order (see clauses 3 and 4 below regarding name on Tax Invoice). Whilst most of our clients observe the 30 days terms of trade we extend, please be aware it is company policy to suspend further credit at 45 days. You will be liable for any debt recovery expenses relating to the payment of your account.

### 3. TERMS OF TRADE (FOR PRIVATE CLIENTS)

We require cleared funds from private clients before we process the order. We accept payment via credit card (see clause 5 below for surcharge information), bank transfer and cheque. Funds sent by bank transfer or cheque will need to be cleared before orders are processed which may take up to four business days.

#### 4. NAME ON TAX INVOICE

Please note that if you are our client and tax invoices are in your name, it is you we extend credit to, not your client. We cannot and will not alter the tax invoice from you to your client after the order is processed. Should you want the tax invoice in the name of your client please advise us beforehand so it is not on your account. We shall require cleared funds in payment prior to processing as we do not extend credit to clients of our clients. The name on the tax invoice determines the debtor.

#### 5. CREDIT CARD SURCHARGE

Where accounts are paid after the time of order using credit card, we charge an admin fee of 0.87% (incl. GST) on Visa and MasterCard, and 1.93% (incl. GST) on Amex. For accounts paid at the time of ordering, we charge an admin fee of 1.93% on Amex only. Visa and MasterCard will not be subject to fees.

#### 6. STAMP DUTY

Stamp Duty is payable on various Trust instruments executed in NSW or Victoria (see our <u>Deed Stamping</u> page). We are an agent of Revenue NSW (previously OSR) and Victorian SRO. If you pay to have your trust deed stamped through us with the Victorian SRO or Revenue NSW and fail to return the executed deed (with a completed <u>declaration of execution</u>) to our office for stamping within 9 months from the date of invoice, we reserve the right to refund the Stamping fee to your nominated account (nominated at the time of ordering). Please note that we will not refund our stamping service fee in these circumstances.

#### 7. REFUNDS

Products and services supplied by us are created to meet the specific requirements of each purchaser and/or client. We provide products and services that cannot be re-sold to another purchaser or client. As a result of this, we do not provide refunds for products or services supplied in good faith according to the request of the purchaser or client.

# 8. RETURNS

If the product or service is returned/referred back to us due to an error on the part of the purchaser or client, and we have complied with the original instructions and directions of the purchaser/client, we reserve the right to levy an additional charge that fairly reflects the time and expertise required to amend the error. We are not responsible for any error or loss due to a purchaser/client's mistake or misunderstanding of the Law.