

# Patricia Holdings

## ORDER FORM – STAMP DUTY (Bare Trust Stamping in NSW)

Bare Trust (SMSF Borrowing). Also known as Asset Acquisition Trust, Debt Instalment Trust, Custodian Trust used for Limited Recourse Borrowing Arrangements)

Firm / Person Placing Order	
Firm Name: .....	Contact Name: .....
Delivery Address: ..... <i>Deeds will be returned via express post.</i>	
Suburb: .....	State: ..... Postcode:.....
Phone: .....	Email:.....
<b>Total Due: A + B = \$995</b>	
A Stamping Service Fee: \$495. B Stamping Details: NSW (OSR) Duty payable: \$500	
How Will Payment Be Made	
<input type="checkbox"/> Account number: .....	
<input type="checkbox"/> Direct Deposit: BSB: 062 210 Acct. 1036 0658 (Please use name of Trust Deed as reference)	
<input type="checkbox"/> Cheque (Must be cleared before processing and made payable to Patricia Holdings)	
<input type="checkbox"/> Credit Card Number ..... Expiry Date .....	
Card Holder Name .....	
Type of Card: MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> (NB: Amex will incur 1.93% incl. GST fee)	
Signature:.....	
Trust Details	
Name of Trust .....	
Execution Date.....	
<b>Please post the original signed Deeds and this form to PO Box 1714, Neutral Bay NSW 2089.</b>	
If the Trustees are individuals, we will require certified copies of their identification sent in with the Deed(s) to be Stamped.	
<input type="checkbox"/> Pursuant to Section 58 of the Duties Act 1997 (NSW) I declare that the Trust Document was executed in New South Wales.	
<b>Exceptions:</b> We <u>cannot</u> process the following complex assessments. Please contact Revenue NSW directly.	
<ul style="list-style-type: none"><li>o The declaration of trust is dated prior to 23 October 2014.</li><li>o The purchaser on the contract is the trustee of the SMSF not the custodian.</li><li>o The declaration of trust is not over dutiable property being purchased by a SMSF.</li><li>o Finance has yet to be approved, for example: the property being purchased is off the plan.</li><li>o The SMSF was not established before the contract date.</li></ul>	
<b>In addition</b> , you need to also provide the following documents to us at PO Box 1714, Neutral Bay NSW 2089.	
<ul style="list-style-type: none"><li>• Copy of any related deeds of amendment or variations</li><li>• Signed full copy of the related Self-Managed Super Fund (SMSF) trust deed</li><li>• Copy of the Contract of Sale that has been stamped with ad valorem duty, if not stamped evidence of stamp duty paid on the contract of sale</li><li>• Bank statements with full account holders' names and copy of loan agreements</li><li>• Purchaser declaration form (ODA 076 I or ODA 076 NI)</li></ul>	

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## THINGS TO KNOW

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### 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). For clients with accounts, deeds will not be stamped until the OSR or SRO fees have been paid. Credit will only be extended for our service fees. 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 also 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 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. 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.

### 7. 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.

Level 1, 9-11 Grosvenor Street, Neutral Bay NSW 2089, P.O. Box 1714, Neutral Bay NSW 2089

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