PatriciaHoldings

ORDER FORM – STAMP DUTY (Change in Trustee in NSW)

Revenue NSW requires a variation trust – a stamped change of trustee application to be submitted when there is a change to trustees which relates to a 'trust property' in New South Wales.

Firm / Person Placing Order	
Firm Name:	Contact Name:
Delivery Address: Deeds will be returned via express post.	
Suburb: S	tate: Postcode:
Phone:	Email:
Total Due: A + B = \$435 A Stamping Service Fee: \$385. \$100	B Stamping Details: NSW (OSR) Duty payable:
How Will Payment Be Made	
 Account number: Direct Deposit: BSB: 062 210 Acct. 1036 0658 (Please use name of Trust Deed as reference) Cheque (Must be cleared before processing and made payable to Patricia Holdings) Credit Card Number	
Signature:	
Trust Details	
Name of Trust	
Execution Date	
Please post the <u>original signed Deeds</u> and this form to PO Box 1714, Neutral Bay NSW 2089.	
If the Trustees are individuals , we will require certified copies of their identification sent in with the Deed(s) to be Stamped.	
Pursuant to Section 58 of the Duties Act 1997 (NSW) I declare that the Trust Document was executed in New South Wales.	

In addition, you need to also provide the following documents to us at PO Box 1714, Neutral Bay NSW 2089.

- Cover Letter we will prepare that on your behalf and send through for you to review before submitting it to Revenue NSW
- Copy of executed transfer
- Full copy of the stamped trust deed
- Full copy of any variations to the trust including previous deeds of change in trustee or evidence in writing such as minutes of a meeting (optional)
- Copy of the current executed deed of appointment / retirement of trustee or equivalent
- Completed ODA 076 I or ODA 076 NI purchaser / transferee declaration for individuals and non-individuals respectively
- Certificate or search confirming superannuation fund is a complying fund
- Copy of the stamped contract when the property was purchased
- Other information (optional)

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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). 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.

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