

PATRICIA HOLDINGS (QLD)

ABN 43 264 414 938

*SHELF COMPANY FORMATIONS
COMPANY FORMATION SERVICES*

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Contact name & phone number: _____

Electronic version required: YES / NO

If yes, email address: _____

DISCRETIONARY TRUST ORDER FORM - \$484

Name of Discretionary Trust: _____

Date of Discretionary Trust: _____

Name of Settlor: _____

State of Applicable Law: (please circle) QLD NSW ACT WA SA NT VIC TAS

If the Trustee is a company:

Name and ACN: _____

If the Trustee(s) are individuals:

Full Name of First Trustee: _____

Full Name of Second Trustee: _____

Full Name of Third Trustee: _____

Full Name of Fourth Trustee: _____

Full Name(s) of **Principal Beneficiaries:** _____

If succession is to be controlled: Can a First Principal retain the power to change the Successor Principal? YES/NO

Full Name of First Principal: _____

Full Name of Successor Principal: _____

If succession is not controlled:

Full Name of Principal: _____

DEFINITIONS

TRUSTEE - A person (or corporation) to whom property is conveyed or bequeathed in trust for the benefit of the beneficiaries. The trustee has a duty to ensure that the terms of the trust are carried out, this includes prudently dealing with trust property and making proper distributions to the right amount to those beneficiaries who are entitled.

BENEFICIARY - A person (or corporation) who, by being in a particular kind of legal or equitable relationship (such as a child of a family group, receives a benefit e.g. a distribution of profits for the financial year.

SETTLOR - A person who creates a trust by manifesting a sufficiently certain intention that a trust was intended in favour of one or more beneficiaries.

PRINCIPAL - A person who has the power/capacity to control the trust e.g. can appoint the trustee or who can terminate the trusteeship.

SUCCESSOR PRINCIPAL - is someone to take over as Principal if the appointed Principal dies - so that they can control who takes over the trust if they pass on.

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, financial advisor or accountant before placing an order with us.

2. **NAME ON TAX INVOICE (for Clients with Accounts)**

Please note that you are our client and tax invoices are in your name and 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* your order has been 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 your order as we do not extend credit to clients of our clients.* **The name on the tax invoice determines the debtor.**

3. **TERMS OF TRADE (for Clients with Accounts)**

We extend thirty days terms of trade to practising solicitors, financial planners and accountants but not to their clients. We require cleared funds from private clients before we process the order. See 2 above re name on Tax Invoice. 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.

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.

4. **TERMS OF TRADE (for Private Clients)**

We require cleared funds from private clients before we process the order. American Express (subject to surcharge of 1.93% incl. GST), MasterCard and Visa (not subject to surcharges) accepted. Non-bank cheques are accepted but need to be cleared before your order is processed which may take four business days.

5. **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.

6. **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.

7. **STAMP DUTY REFUNDS****

If you pay to have your trust deed stamped with the State Revenue Office (VIC) or the Office of State Revenue (NSW), and if you do not return the executed deed (with a completed statutory declaration) to us for stamping within 9 months from the date of invoice, we may refund the SRO/OSR fee to your nominated account. Please note that we will not refund our stamping service fee in these circumstances.