



Chat Legal Pty Ltd
ABN 64 621 391 553
letschat@chatlegal.com.au
GPO Box 989, Brisbane, QLD 4001
Level 16, 97 Creek Street, Brisbane, QLD 4000
<https://chatlegal.com.au>

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Discretionary trust deed health check – May 2023

With:

Darius Hii – Tax and estate planning lawyer; Chartered Tax Advisor; and Director at Chat Legal

Information provided is general in nature; precise application depends on specific circumstances



Benefits of a discretionary trust

- Tax planning flexibility
- Succession planning flexibility
- 'Asset protection' benefits



Importance to keep up to date

- Dispute cases:
 - *Vanta Pty Ltd v Mantovani* [2023] VSCA 53 – lost trust deed
 - *Fischer v Nemeske Pty Ltd* [2016] HCA 11 – utilising power to ‘advance’ or ‘apply’ trust capital without paying to beneficiary following an asset revaluation reserve
 - *FTC v Carter* [2022] HCA 10 – failed disclaimers and questions as to ‘takers in default’
 - Various family succession dispute cases (*Mercanti*; *Cihan*) – considering the succession provisions of the trust deed
 - *Benaroon Pty Ltd v Larmar* [2018] QSC 274 – key controller, first spouse and second spouse were not beneficiaries of a trust but received distributions over a 40 year period; rectification case opposed by second spouse so that she does not have a tax liability of ~\$8m
 - *FCT v Bamford* (2010) 240 CLR 481 – case considered meaning of ‘income of the trust’ and lead to consideration as to valid trustee power to stream



Importance to keep up to date

- Never an issue until it becomes an issue
- In addition to rise of trustee discretion cases and laws relating to broad range of discretionary beneficiaries (e.g. FIRB, payroll tax, duty surcharges), use of trusts entail more understanding and active management
- See trust deed health check document
- Consider following examples of what's in a trust deed in addition to prior presentations:
 - Warning the 'foreign person' exclusion provision for beneficiaries, trustee, principal and attorney positions
 - Including prior written consents clauses before a trustee may make an income/capital distributions



Illogical definition of Child

3. Beneficiaries

3.1 The beneficiaries of The Trust, who cannot be Foreign Persons, shall comprise:

- a) The Primary Beneficiary and their spouse;
- b) any lineal descendent Child, Grandchild or Great-Grandchild of the Primary Beneficiaries;
- c) any other Bloodline relative of the Primary Beneficiaries born before the Termination Date, if any;
- d) Corporations: any company, whether now existing or hereinafter incorporated in which a director, or a Person who beneficially owns a share

'**Child**' means any Child of the Appointor.

'**Grandchild**' means any Child (whether adopted or ex-nuptial) of a Child.

'**Bloodline**' includes a Person's children or other lineal descendants such as Grandchildren and great-Grandchildren and may include any Child deemed to be Bloodline by the Appointor.



Contradictory clause

8.2 Restrictions on receipt of Income

Notwithstanding anything to the contrary in this deed, Income, or capital of The Trust, other than remuneration permitted under clauses 8(2) and (3), shall not in any circumstances be paid or transferred beneficially to, or applied for the benefit of, The Trustee or any Persons who at any time has been a trustee unless they are a Beneficiary. No discretion or power conferred by this deed shall be exercised or capable of being exercised and no provision of this deed shall operate so as to confer or be capable of conferring a direct or indirect benefit in or out of The Trust on The Trustee or any Person who at any time has been a trustee other than remuneration properly payable to The Trustee.



Default income accumulates

- d) To the extent to which The Trustee fails to exercise his discretion pursuant to clause 4(1) above to trustee shall be deemed to have resolved to accumulate the remainder of the Income of The Trust of that Financial Year.

Primary Beneficiaries linked to Trustee



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2.2.1 The Primary Beneficiaries shall be all the child/children born to the body of the Trustee.

AND:

[REDACTED] Brisbane, in the said State (hereinafter called "the Trustee" which expression shall wherever herein used mean and include the Trustee or Trustees for the time being hereof whether original additional or substituted) of the Other Part

Extension: Trustee cannot benefit



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- 2.2.2 The Secondary Beneficiaries shall be:
- (a) any child, grandchild or remoter issue or step child or foster child of the said Primary Beneficiaries;
 - (b) any person including any body corporate which has any one of the Primary Beneficiaries as a Director or Shareholder (not being the Settlor) nominated in writing by the Trustee or by resolution of the Trustee to be a beneficiary for the purposes of this Deed;
- 2.2.3 The Tertiary Beneficiaries shall be:
- (a) any person corporation trust or charity as the Appointor shall by notice in writing to the Trustee before the vesting day appoint to be a beneficiary for the purpose of this Deed PROVIDED THAT the following shall **NOT** be appointed beneficiaries for the purpose of this sub-clause:
 - (i) the Settlor; or
 - (ii) any trustee or former trustee hereof (unless the trustee is a primary beneficiary); or
 - (iii) any trust which would if appointed result in the infringement of the law against perpetuities;
 - (b) any assignee of rights of a beneficiary including any assignee of a part of those rights or of the right to receive income in whole or in part indefinitely for a fixed or limited period.



Trustee cannot benefit

Provisions relating to the Trustee

8.1 *No distribution to the Settlor or the Trustee*

- (a) Notwithstanding anything to the contrary in this deed, income or capital, other than remuneration permitted under cl 8.2, may not be distributed to:
 - (i) the Settlor; or
 - (ii) the Trustee.

Trustee & sole director/ shareholder cannot benefit



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5.7 No capital Distribution to a beneficiary who is sole director/shareholder of the Trustee

During the time the Trustee is a company having a sole director who is also the sole shareholder and a beneficiary, no determination of the Trustee may be made distributing any capital to the sole director/shareholder beneficiary during the period the beneficiary is the sole director and shareholder of the Trustee. Nothing in this clause 5.7 restricts the Distribution of Income to that Person.

8.1 No Distribution to the Settlor or the Trustee

- (a) Regardless anything to the contrary in this Deed, Income or capital, other than remuneration permitted under clause 8.2, may not be distributed to:
 - (i) the Settlor; or
 - (ii) the Trustee.



Definition of Income

3. INCOME

3.1 For the purposes of this Deed, the following words have the following meanings:

"Income" means, in respect of any Accounting Period, at the election of the Trustee, either :

- (a) the Taxable Income of the Trust Fund for that Accounting Period; or
- (b) the sum of the net income of the Trust Fund determined for that Accounting Period according to generally accepted accounting standards and any Capital Gains;

"Capital Gains" means those capital receipts of the Trust Fund which are liable to be treated as assessable income for the purposes of the Tax Act;

"Taxable Income" means taxable income for the purposes of the Tax Act.

3.2 The Trustee may at any time during an Accounting Period with respect to each part of the Income of the Trust Fund for that Accounting Period determine whether:

- 3.2.1 to pay or apply it or set it aside to or for any one or more of the Beneficiaries living or in existence at the time of the determination in such proportion and in such manner as the Trustee thinks fit;
- 3.2.2 to pay or apply it or set it aside for such charitable purposes as the Trustee thinks fit; or
- 3.2.3 to accumulate it,

but if the Trustee does not make an effective determination under this clause in respect of the whole or any part of the Income ("**Undistributed Income**") before the end of the relevant Accounting Period the Trustee must pay or apply the Undistributed Income or set it aside according to the provisions of clause 3.8

4. ACCOUNTING POLICY

- 4.1 The Trustee must record and account for all the income from the investments of and other accretions to the Trust Fund according to the accounting method adopted by the Trustee under clause 3.1(a) or (b) as the case may be or such other accounting method as adopted by the Trustee from time to time.
 - 4.2 The Trustee must pay out of the income of the Trust Fund all costs, expenses, fees, commissions, taxes, management charges and other proper outgoings in respect of the investments and the administration of the Trust Fund.
 - 4.3 The Trustee may from time to time and must at the end of each Accounting Period prepare accounts for the Trust Fund which properly reflect the trading and other activities of the Trust according to the policy referred to in clause 4.1.
- 10.13 To determine whether any sum received or disbursed is on account of capital or income or partly on account of capital and partly on account of income and in what proportions and the decision of the Trustee whether made in writing or implied from the acts of the Trustee are conclusive and binding.



Extension: the Distributor

- 3.8 The following rules apply to any income which the Trustee determines to pay, apply or set aside under clause 3.2 (“**Relevant Distributable Income**”) if at the time of the Trustee’s determination there is a Distributor in office:
- 3.8.1 The Trustee must:
- (a) divide the Relevant Distributable Income into shares in accordance with the latest direction of the Appointor; and
 - (b) pay or apply each share or set it aside for any one or more of the Beneficiaries living or in existence at the time of the determination in such proportions as the relevant Distributor thinks fit.
- 3.9 For the purpose of clause 3.8, the relevant Distributor for each share of the Distributable Income is the Distributor nominated by the Appointor under clause 23.1 to give directions to the Trustee about the share.
- 3.10 A Distributor may expressly give a direction to the Trustee that continues to have effect for successive Accounting Periods until it is revoked or a new direction is given, but otherwise a direction will relate only to the Accounting Period for which it is given.
- 3.11 If at the end of an Accounting Period a Distributor has not made a direction to the Trustee under which the Trustee can divide any share of the Relevant Distributable Income under clause 3.8.1(a) then:
- (a) if that Distributor has made a then current nomination of the Distributor’s Takers in Default in respect of that share, that Distributor will be deemed to have given a direction to the Trustee to distribute the share of the income equally among those Distributor’s Takers in Default then living or in existence; and

23. DISTRIBUTORS

- 23.1 Subject to clause 23.2, the Appointor may from time to time at any time:
- 23.1.1 direct the Trustee to divide any Relevant Distributable Income or Relevant Distributable Capital (as each of those terms is described in clauses 3 and 6 respectively) (“**Distributable Amount**”) into two or more shares (which need not be equal);
 - 23.1.2 appoint a person to be the Distributor in respect of each of those shares for the purpose of giving the Trustee directions under clause 3.8.1 and clause 6.2.1; and
 - 23.1.3 remove a Distributor from office without having necessarily to replace that Distributor, but if the Appointor does not appoint a replacement Distributor, and if there is still at least one Distributor then in office, the Appointor must redirect the Trustee under clause 23.1.1 as to the division of each Distributable Amount so that there can be no share of any Distributable Amount in respect of which there is no Distributor.
- 23.2 No Trustee will, under any circumstances, have the power to remove a Distributor unless that Trustee is also an Appointor.
- 23.3 Subject to the overriding power of the Appointor to remove a Distributor from office under clause 23.1, a Distributor may appoint his or her successor who will have the same powers to remove and appoint a successor as are vested in his or her appointor.



Former trustee not beneficiary

5.1. Exclusion from Benefits

It is declared that the Settlor and the Settlor's estate, and any Corporation or trust in which the Settlor or the Settlor's estate has any actual or contingent beneficial interest, and any person, Corporation, trust, partnership, or other entity that is an Excluded Person are specifically excluded from all or any benefits whatsoever under this Trust and in the event of the removal or retirement of the Trustee (or where there is more than one, any one of them), any continuing or subsequent Trustee, is/are specifically excluded from all or any benefits whatsoever under this Trust. Provided, however that the Trustee is entitled to receive fees, charges and remuneration in accordance with Clause 3.6 of this Deed. This Clause only applies during the existence of any Applicable Law which imposes the requirement for the payment of duty on the value of the assets of the Trust on the change of a trustee and it may not be varied or revoked unless such Applicable Law is repealed.

24 Prohibition on Distributions to Excluded Persons

- 24.1 Despite anything to the contrary in this deed, the Trustee must not make a Distribution of Net Income or capital of the Fund to a Beneficiary who is an Excluded Person at the date of the Distribution.
- 24.2 The Settlor, any children of the Settlor, and the personal representative of the Settlor are Excluded Persons.
- 24.3 Unless they are specifically included as a Beneficiary in Schedule 2 Item 2, the Trustee and any former Trustees are Excluded Persons.
- 24.4 If a Tax Election is in force, an Excluded Person at the time a Distribution is made will include any person who, at that date:
- (a) is not a member of the Family Group of the relevant Test Individual; and
 - (b) could not have elected to become members of that Family Group.
- 24.5 Any purported Distribution to an Excluded Person in breach of clause 24.1 will be of no effect.

Restriction of beneficiary where FTE in place



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- (c) A person is an Excluded Person if:
- (1) an election made by the Trustee for the Trust to be treated as a family trust for the purposes of Schedule 2F of the Tax Act is in force;
 - (2) the person is not a member of the relevant family group for the purposes of the election; and
 - (3) a distribution of income or capital from the Trust to the person would give rise to a liability to pay family trust distribution tax for the purposes of the Tax Act.

24 Prohibition on Distributions to Excluded Persons

- 24.1 Despite anything to the contrary in this deed, the Trustee must not make a Distribution of Net Income or capital of the Fund to a Beneficiary who is an Excluded Person at the date of the Distribution.
- 24.2 The Settlor, any children of the Settlor, and the personal representative of the Settlor are Excluded Persons.
- 24.3 Unless they are specifically included as a Beneficiary in Schedule 2 Item 2, the Trustee and any former Trustees are Excluded Persons.
- 24.4 If a Tax Election is in force, an Excluded Person at the time a Distribution is made will include any person who, at that date:
- (a) is not a member of the Family Group of the relevant Test Individual; and
 - (b) could not have elected to become members of that Family Group.
- 24.5 Any purported Distribution to an Excluded Person in breach of clause 24.1 will be of no effect.

Ambiguity as to who Appointor on loss of capacity



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19. EXERCISE OF POWER BY APPOINTOR

- 19.1 Any power, discretion or authority exercisable by the Appointor must, where more than one person is Appointor, be exercised by those persons jointly and by the survivor or survivors on the death of any of them.
- 19.2 Upon the death of the survivor of all persons appointed as Appointors pursuant to the terms of this document, any power, discretion or authority exercisable by the Appointor will vest in the legal personal representatives of the last to die.
- 19.3 An Appointor may resign as Appointor. The Appointor may appoint an additional or replacement Appointor either while they are alive or in their Will on such terms as the Appointor thinks fit, provided the Appointor cannot appoint the Settlor or the legal personal representatives of the Settlor.
- 19.4 The Appointor is deemed to be removed if the Appointor:
- (a) dies
 - (b) is found to be of unsound mind;
 - (c) is a person whose estate is liable to be dealt with under the laws relating to mental health; or
 - (d) becomes Insolvent.

18 Exercise of power by Appointor

- 18.1 Any power, discretion or authority exercisable by the Appointor must, where more than one person is Appointor, be exercised by those persons jointly and by the survivor or survivors on the death of any of them.
- 18.2 An Appointor may resign as Appointor.
- 18.3 The last surviving Appointor may appoint an additional or replacement Appointor in writing either while they are alive or in their Will on such terms as the Appointor thinks fit, provided the Appointor cannot appoint the Settlor or the legal personal representatives of the Settlor.
- 18.4 Upon the death of the survivor of all persons appointed as Appointors pursuant to the terms of this deed, where no replacement is nominated under clause 18.3, any power, discretion or authority exercisable by the Appointor will vest in the legal personal representatives of the last to die.
- 18.5 An Appointor is deemed to be removed if the Appointor:
- (a) dies;
 - (b) is found to be of unsound mind;
 - (c) is a person whose estate is liable to be dealt with under the laws relating to mental health; or
 - (d) becomes Insolvent.

Certainty as to who Appointor on loss of capacity



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20.4 Definition of 'Appointor'

- (a) The term 'Appointor' means the person/s named in clause 20.1 and such other person or persons (or the survivors or survivor of them) so appointed by such named person/s under clause 20.3 either in substitution for or in addition to themselves or itself.
- (b) The powers of the Appointor (or each Appointor if there is more than one) cease on:
 - (i) death;
 - (ii) the loss of lawful capacity through age, accident, or illness (evidence of which is by certificate of a registered medical practitioner);
 - (iii) a sequestration order being made against the Appointor in accordance with section 43 of the *Bankruptcy Act (C'th) 1966*;
 - (iv) the Appointor presenting a declaration of the Appointor's intention to present a debtor's petition, in accordance with section 54A of the *Bankruptcy Act (C'th) 1966*;
 - (v) the Appointor presenting a petition against himself or herself in accordance with section 55 of the *Bankruptcy Act (C'th) 1966*;
 - (vi) the Appointor entering into a Part X arrangement in accordance with the *Bankruptcy Act (C'th) 1966*; or
 - (vii) the Appointor entering into a Part IX debt agreement in accordance with the *Bankruptcy Act (C'th) 1966*.
- (c) Unless otherwise provided for in accordance with this clause 20, if all of the Appointors have ceased to act prior to the vesting day, then:
 - (i) in the case of clause 20.4(b)(i) the Appointor shall be the legal personal representative of the last surviving Appointor's estate; and
 - (ii) in the case of clauses 20.4(b)(ii) to 20.4(b)(vii) (inclusive) the Appointor shall be the financial attorney of the last surviving Appointor pursuant to an enduring power of attorney or, if there is none, then the powers of the Appointor shall lapse.

Certainty as to who Appointor on loss of capacity



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12. APPOINTOR

12.1 Office of Appointor

An Appointor holds office until he or she resigns under clause 12.4, dies, or becomes bankrupt or mentally incapable.

12.2 Succession to Appointor

The Appointor (or where there is more than one person jointly acting as Appointor, the last of them) is, subject to clause 12.5, succeeded when the person ceases to hold office by:

- (a) the nominee (if any) of the existing Appointor specified by written notice of the existing Appointor to the Trustee or nominated by the existing Appointor in his or her will;
- (b) if there is no nominee of the existing Appointor - the legal personal representative of the existing Appointor.

Certainty as to who Appointor on loss of capacity



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4.4 Failure to appoint successor

- 4.4.1 If an Appointor who is not a natural person ceases to exist without appointing a successor, that Appointor will be deemed to have resigned on the date that the Appointor ceased to exist.
- 4.4.2 Subject to **clause 4**, if at any time there is no Appointor and the Trustee determines that there is no reasonable prospect of there being an Appointor within a reasonable period of time, the Appointor shall be:
- (a) the Successor Appointor;
 - (b) if there is no Successor Appointor or if that nomination fails owing to the prior death or mental incapacity (as determined by a suitably qualified medical professional) of the Successor Appointor, the Trustee.

5.3 Failure to appoint successor

- 5.3.1 If at any time there is no Trustee and no person permitted by this Deed to exercise the power to appoint a Trustee (except as provided by this clause) then the following persons may request the Nominator to appoint a new or replacement Trustee:-
- (a) the legal personal representative of the last surviving or continuing individual Trustee; and
 - (b) if there is no such legal personal representative, then the legal personal representative of the last surviving or continuing individual Appointor.

1.21 'Nominator' means the President for the time being of the Law Society of the Governing State or their duly authorised delegate;



Notional settlor reference

- (v) **"Notional Settlor"** shall mean any person other than a General Beneficiary by whom any disposition of property of any nature to or in favour of the Trustees shall be made at any time otherwise than for fully adequate consideration in money or money's worth;

8.27 Power as to Payment of Taxes

In the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the Trust fund or any part thereof on the death of the Settlor or of any **notional** Settlor or of any Beneficiary or of any other person at their absolute discretion to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trustees or from the Trust Fund by legal process in the place where the same becomes payable;

8.12 Power to Employ Personnel

To employ any person (including any Trustee hereof and any director of a Company being the Trustee but not the Settlor or any **notional** Settlor) in connection with any trade or

Notional settlor cannot be Trustee



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38. Who cannot be Trustee? The power to appoint a new Trustee contained in clauses 36, 37 and 83

must not be exercised in favour of:

- (1) the Settlor or the Settlor's spouse or domestic partner or statutory next-of-kin;
- (2) any **notional settlor** or the **notional settlor's** spouse or domestic partner or statutory next-of-kin;
- (3) anyone claiming under or in right of the Settlor or any **notional settlor**, their spouses or domestic partners;
- (4) a beneficiary if a change of trustee is assessable for ad valorem duty under the Duties Act 1997 (NSW) s 54(3) or the Duties Act 1999 (ACT) s 54(2).

7.5 Restrictions of power of appointment

The power to appoint a new trustee contained in this clause 7 must not be exercised in favour of:

- (a) the Settlor;
- (b) a Person who is solely entitled to exercise the power of appointment for the time being; or
- (c) a Person who settles property or moneys on the Trust by gifting moneys or property to the Trustee to be held as an accretion to the trust fund.

Where the new trustee is a corporation having a sole director, sole shareholder or both who is a Person described in clause 7.5(a), 7.5(b) or 7.5(c), this clause 7.5 does not operate to restrict the appointment of the company as the new trustee but clause 5.7 may apply.

Notional settlor cannot be Beneficiary*



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(12) **Excluded Class** shall mean and include each of the following persons and entities, namely:

- (a) the Settlor;
- (b) any person or entity who is deemed (where that is mandatory) to be a Settlor because they may at any time have made a gift to the Trustee of any property other than by Will, deed or for valuable consideration;
- (c) every person or entity claiming under or in right of the Settlor or of any person or entity deemed to be a Settlor;
- (d) every corporation and the trustee of every trust or settlement in or under which any other person who is a member of the Excluded Class has any interest so long as such interest continues;
- (e) such other persons corporations, trusts or other entities (if any) as may be described or defined in the Trust Details as a member of the Excluded Class;
- (f) such other persons, corporations, trusts or other entities (if any) that have become a member of the Excluded Class pursuant to [clause 3.3](#)

provided however that a person or entity shall not automatically be a member of the Excluded Class if their name is expressly included in the Trust Details as a beneficiary.

Notional settlor cannot be Beneficiary



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- 1.8 "the excluded class" shall mean and include each of the following persons, namely:
 - 1.8.1 the Settlor;
 - 1.8.2 every person claiming under or in right of the Settlor or of any notional Settlor;
 - 1.8.3 every corporation and the trustee of every trust or settlement in or under which any other person in which any other member of the excluded class has any interest so long as such interest continues;
 - 1.8.4 such other persons corporations and trusts (if any) as may be described or defined in the Schedule as a member of the excluded class;

PROVIDED HOWEVER that a person shall not be a member of the excluded class if his or her name is expressly included in the Schedule as an additional member of the class of General Beneficiaries **AND PROVIDED FURTHER** that subject to clause 11 hereof



Capped distributions

Provided that, in respect of any distribution of Income or Capital except one on default under sub-clause 4(3) or paragraph 13(2)(d), and in spite of any other provision in this deed, no Beneficiary other than the Primary Beneficiary, a Child of a Primary Beneficiary, a Grandchild of a Primary Beneficiary or the Spouses of any of those Beneficiaries shall be entitled to an interest of more than 39% in any such distribution unless the financial affairs of the Beneficiary are in fact controlled by the Primary Beneficiary and/or Children of the Primary Beneficiary, or unless the Appointor (except if the Appointor is at the time the same person or persons as the Trustee) has declared in writing that this proviso shall not apply to a particular Beneficiary.

Green tick: Ability to defer use of losses



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3.9 Losses

Where the Trustee carries on business and suffers losses, the Trustee shall not be required to recoup such losses out of the corpus of the Trust Fund. Past losses shall, as far as possible, be recouped out of profit, and not corpus.

12.14 Power to carry forward trust loss

If the Trustee in the conduct of any business, investment or enterprise suffers a loss in any Financial Year then the Trustee may, instead of debiting that loss to the Trust Fund:

- (a) carry the loss forward to the next Financial Year; and
- (b) recoup the loss out of the profits of that Financial Year or any later Financial Year before the distribution of any Distributable Income under this document.

Quirky clauses: restrictions on use of UPE



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214. The Trustee should not invest the funds representing the unpaid distribution in:
- (a) the acquisition of depreciating assets, unless the depreciable asset is leased on an arm's length commercial basis at commercial rates;
 - (b) the acquisition of private assets; or
 - (c) the provision of low interest loans to directors or shareholders of the company, the settlor, the beneficiaries of the Trust, the Appointor, the Guardian, the Trustee or directors of the Trustee

Quirky clauses: Settlor can change trustee



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6. Appointment of new Trustees

- 6.1** The statutory power of appointing new or additional Trustees as modified below shall apply to this settlement and shall be exercisable by the Appointors during the life of the Appointors but in the case of indecision then by the Settlor.

Quirky clauses: Law firm as successor Trustee



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Schedule 2

THE TRUSTEE:

[REDACTED]
but if her appointment fails then

[REDACTED] GUARDIAN SERVICES PTY LTD ACN
[REDACTED]



Practical care of trust records

- Who holds originals?
- How are originals held?
- Electronic copy?
- Leave it with others?
- Client to take responsibility?
- Liability and risk for loss and damages?
- Carve-outs when undertaking trust distributions?

To electronically sign or not to sign (a Deed)



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- As at April 2023:
- Difference between an 'Agreement' and 'Deed'
- VIC, QLD and NSW enables individual electronic signing
 - QLD and NSW requires special procedures followed
 - QLD and VIC does not require witness
- Corporations Law enables company signing electronically
- Other States do not enable individual electronic signing
- Reduce your risk, sign in ink

Contact details

Darius Hii

Tax and estate planning lawyer; Chartered Tax Advisor; and Director at
Chat Legal Pty Ltd

darius@chatlegal.com.au

0403923374