

## Contact Details

Practice Name:

Contact Name:  Your Reference:

Postal Address:

Suburb:  State:  Post Code:

Phone: (  )  Email:

## Testamentary Trust Income Tax Return

☐ **Existing Client** Full Name of Estate:

☐ **New Client Details**

Title: Mr ☐ Mrs ☐ Miss ☐ Other  Family Name:

First Name:  Middle Name:

Date of Birth: // Date of Death: //

TFN of Deceased:  If unknown, would you like BNR to lodge a TFN enquiry request with the ATO ? Yes ☐ No ☐

Last known residential address of Deceased

Address:

Suburb:  State:  Post Code:

Are you authorised to act on behalf of the Trustee? \*Yes ☐ No ☐

Are you ready to distribute the Estate and require tax clearance ? \*Yes ☐ No ☐

\* Mandatory Fields

## Primary documents required (only required for new clients)

\*The documents below must be supplied on submission of request

	Attached	To be provided	Not applicable
Will of the Deceased / Letter of Administration*	<input type="checkbox"/>	<input type="checkbox"/>	
Epitome (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probate / Letter of Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Assets & Liabilities (at date of death)*	<input type="checkbox"/>	<input type="checkbox"/>	

## Secondary documents required

Note: The documents below must be supplied where applicable

Income	Attached	To be provided	Comments
Dividend Statements	<input type="checkbox"/>	<input type="checkbox"/>	
Managed Funds Tax Statements	<input type="checkbox"/>	<input type="checkbox"/>	
Rental Income & Expenses	<input type="checkbox"/>	<input type="checkbox"/>	
Bank Statements	<input type="checkbox"/>	<input type="checkbox"/>	
Trust A/c statements	<input type="checkbox"/>	<input type="checkbox"/>	

  

Expenses	Attached	To be provided	Comments
Investment disposal details	<input type="checkbox"/>	<input type="checkbox"/>	
Tax related expenses	<input type="checkbox"/>	<input type="checkbox"/>	
Tax Agent fees	<input type="checkbox"/>	<input type="checkbox"/>	

## Beneficiary details

(if additional Beneficiaries, please supply on a separate page)

### Beneficiary 1

Beneficiary Name:

Date of Birth: / /       Tax File Number:

d d m m y y y y

Address:

Suburb:  State:  Post Code:

Is Beneficiary a non resident or charity? Yes ☐ No ☐

### Beneficiary 2

Beneficiary Name:

Date of Birth: / /       Tax File Number:

d d m m y y y y

Address:

Suburb:  State:  Post Code:

Is Beneficiary a non resident or charity? Yes ☐ No ☐

## Beneficiary 3

Beneficiary Name:

Date of Birth:   /   /      
d d m m y y y y

Tax File Number:

Address:

Suburb:

State:

Post Code:

Is Beneficiary a non resident or charity? Yes ☐ No ☐

## Additional information / Comments

\* I accept the [Terms & Conditions](#) ☐ \* Mandatory Field  
[See following pages](#)

Submit ✓

## Terms and Conditions

### Terms of Engagement

**This document is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.**

### Purpose, Scope and Output of the Engagement

This firm will provide accounting and taxation services which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our services will be limited exclusively for this purpose. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

Our professional services will be provided to prepare an Income Tax Return for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

### Responsibilities

#### Please be aware that:

- responsible for the accuracy and completeness of the particulars and information provided in relation to taxation services and rests with the tax payer or their personal legal representative.
- any advice given is only an opinion based on our knowledge of the taxpayers particular circumstances; and
- a taxpayer has obligations under self assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is the taxpayer's responsibility to keep those records for five (5) years.

Any information acquired by us in the course of our engagement is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent. Our files may, however, be subject to review as part of the quality control review program of CPA Australia which monitors compliance with professional standards by its members. We advise that by accepting these terms you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us.

You agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

A taxpayer is responsible under self assessment to keep full and proper records in order to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the

return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, care should be taken to check the return for accuracy before it is signed.

Where the application of a taxation law to a particular circumstances is uncertain taxpayers have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to them in those circumstances. A description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances must be provided in a private ruling application. If there is any material difference between the facts set out in the ruling and what the taxpayer actually does the private ruling is ineffective.

If a taxpayer relies on a private ruling received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome. Where a taxpayer disagree with the decision in the private ruling, or the Commissioner fails to issue such a ruling, they can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. The time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

### Fees

Our fee arrangement is based on the expected amount of time and the level of staff required to complete the accounting/taxation services selected. This fee arrangement is detailed under the fees tab of this portal. Should fees be anticipated to exceed this amount, then you will be contacted to discuss the estimated fee increase prior to us undertaking any additional work. Such increases typically relate to a high volume of Capital Gains tax events.

### Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils website: <http://www.professionalstandardscouncil.gov.au>

### Ownership of documents

All original documents obtained from the client arising from the engagement shall remain the property of the client or their personal legal representative. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will result in the production of Income Tax Return/s and where applicable beneficiary statements. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm.

### Confirmation of Terms

Acceptance of our services by selecting the tick box in this submission, indicates that you understand and accept these terms and conditions. This information will be effective for future engagements for this taxpayer unless we advise you of any change