



Australian Government

Department of Families, Community Services
and Indigenous Affairs



Special Disability Trust
Trusts ta' Diżabbiltà Speċjali
Kif tirranġa l-affarijiet
Getting Things Sorted
Ippjanar għall-Futur: Nies b'Diżabbiltà

Titjib fil-ħajja tal-poplu Awstraljan



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Nies b'Diżabbiltà**

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Introduzzjoni

Dwar x'hiex inhu dan il-ktejjeb?

Familji ta' nies b'diżabbiltà, speċjalment ġenituri, ħafna drabi jistaqsu 'X'jigri meta jien ma nkunx nista' nipprovi kura aktar?'. Jista' jkun diffiċli tiegħu ħsieb l-interessi ta' persuna b'diżabbiltà f'kull ħin, imma li tagħmel arrangamenti għall-futur jista' jkun aktar diffiċli.

Dan il-ktejjeb u l-ktejjeb *I-ppjanar għall-Futur – Nies b'Diżabbiltà* għandhom l-għan li jagħmlu l-affarijiet aktar sempliċi billi jispjegaw l-għażliet. Dan il-ktejjeb jispjega fil-qosor l-ippjanar għall-futur meta wieħed jikkunsidra kwistjonijiet ġenerali ta' diżabbiltà u kif familji jistgħu jużaw trusts biex jgħinuhom jieħdu ħsieb membri tal-familja b'diżabbiltà. Jispjega wkoll kif konċessjonijiet ta' sapport ta' dħul ġdid (intitolamenti tas-sigurtà soċjali u tal-veterani) għal **trusts ta' diżabbiltà speċjali** jistgħu jgħinu fil-provediment għall-membri tal-familja b'diżabbiltà severa.

Qabel tuża dan il-ktejjeb

Jekk l-informazzjoni dwar is-sapport ta' dħul f'dan il-ktejjeb tapplikax għalik, jew għal persuna b'diżabbiltà, jiddependi fuq l-eliġibbiltà tas-sapport tad-dħul minn Centrelink jew mid-Dipartiment ta' l-Affarijiet għall-Veterani (Department of Veterans' Affairs) (DVA). Qabel tistabbilixxi trust ta' diżabbiltà speċjali, għandek tivverifika ma' Centrelink jew DVA li l-persuna li għaliha jkun se jitwaqqaf it-trust hija 'severament diżabbli' kif meħtieġ skond ir-regoli ta' trust ta' diżabbiltà speċjali (ara paġna 13). Fejn il-persuna b'diżabbiltà ma tilhaqx id-definizzjoni ta' 'diżabbiltà severa', il-konċessjonijiet ta' sapport tad-dħul ma jkunux disponibbli.

Dan il-ktejjeb huwa msejjes fuq l-informazzjoni fl-*I-ppjanar għall-Futur – Nies b'Diżabbiltà*.

Għandek taqra dan il-ktejjeb l-ewwel billi:

- ▶ jeżamina l-għażliet f'dak li għandu x'jaqsam ma' ippjanar ta' propjetà u jipprovi għajnuna għall-futur ta' persuna bi bżonnijiet ta' sapport kbir, inkluż kif jinbeda l-proċess ta' ippjanar għall-futur u kif timplimenta dak il-pjan;
- ▶ jesplora kwistjonijiet li jistgħu jgħinu kemm għal individwi u għal familji meta jiddeċiedu kif ipogġu pjan f'azzjoni, inkluż kif jiksbu pariri legali u finanzjarji;
- ▶ jipprovi informazzjoni dwar kif persuna li tiegħu ħsieb propjetà ta' persuna oħra, akkomodazzjoni u għażliet ta' kura jaffettwaw x'tista' tagħmel; u
- ▶ jidentifikaw sapport u kuntatti biex tikseb aktar informazzjoni.

Dan il-ktejjeb jagħti biss informazzjoni ġenerali. Kif din taffettwak jiddependi skond it-sitwazzjoni tiegħek. Liema partijiet minnha huma l-aktar applikabbli jew importanti jkunu differenti sostanzjalment minn familja għall-oħra. Kull persuna b'diżabbiltà severa għandha livelli differenti ta' kapaċità li għandha tkun ikkunsidrata. Ir-rizorsi li hemm, u l-għażliet għall-membri tal-familja u għall-persuna b'diżabbiltà, ivarjaw minn każ għall-iehor.

M'għandekx tikkopja l-kampjun ta' 'trust deed (att ta' fedekomess) għal diżabbiltà speċjali' f'taqsima 3 mingħajr ma tiegħu parir legali speċjalizzat, ta' l-accounting jew ta' ippjanar finanzjarju. L-użu ta' trust (fond) ta' diżabbiltà speċjali għandu jkun parti minn pjan ta' propjetà ikkunsidrat tajjeb għall-familja, u partikularment għall-persuna b'diżabbiltà severa. Kuntatti biex tikseb parir speċjalizzat, u xi sorsi oħra ta' informazzjoni, qegħdin fl-*Ippjanar għall-Futur – Nies b'Diżabbiltà*.

Tfassil ta' dan il-ktejjeb

L-1 Taqsima, **Tagħrif dwar trusts u testmenti**, thares lejn xi espressjonijiet użati meta tkun qed titkellem dwar trusts u testmenti, u x'ifissru. Thares ukoll fil-qosor dwar kif jopera trust, min-naħa tat-trustee (depożitarju) u min-naħa tal-persuna b'diżabbiltà, u xi htiġijiet legali u ta' l-accounting, obbligazzjonijiet ta' rappurtaġġ u kwistjonijiet ta' taxxa li hemm marbuta ma' trusts.

Lt-2 Taqsima, **Trusts ta' diżabbiltà speċjali u sigurtà soċjali**, hija dwar kif it-test tad-dhul u t- test ta' l-assi (li japplikaw fejn hemm intitolamenti għal hlasijiet tas-sigurtà soċjali jew tal- veterani) japplikaw għal trusts, u tagħti dettalji dwar konċessjonijiet li jqumu mill-inizjattiva tal- Gvern Awstraljan dwar **trusts ta' diżabbiltà speċjali**.

Lt-3 Taqsima, **Il-mudell ta' trust deed ta' diżabbiltà speċjali**, huwa kampjun ta' trust deed ta' diżabbiltà speċjali li fih il-klawsoli li huma essenzjali għat-trust biex jimxi mal-htigijiet tal- leġislazzjoni ta' trust ta' diżabbiltà speċjali. Fih ukoll noti li jispjegaw kif il-proviżjonijiet jaħdmu u kif għandhom x'jaqsmu mal- kwistjonijiet koperti f'taqsimiet oħra ta' dan il-ktejjeb.

Xi punti dwar kif dan il-ktieb huwa miktub

Min għandu jaqra dan il-ktejjeb?

Minhabba li l-kwistjonijiet diskussi f'dan il-ktejjeb huma ħafna drabi rilevanti għal ġenituri ta' persuna b'diżabbiltà severa, l-int' riferuta għaliha f'dan il-ktejjeb hija primarjament ġenitur. Madankollu, l-istess prinċipji japplikaw għal membri oħra tal-familja jew ħbieb li jikkunsidraw benefiċċji għall-persuna b'diżabbiltà severa.

Mistoqsijiet u tweġibiet

Il-mistoqsijiet li saru f'dan il-ktieb huma mistoqsijiet li ġenituri u membri oħra tal-familja ħafna drabi jistaqsu meta jkunu qegħdin jikkellmu dwar ippjanar ta' propjetà fejn waħda mill-persuni involuti għandha diżabbiltà.

'Diżabbiltà' u 'diżabbiltà severa'

Minhabba li l-konċessjonijiet ta' sapport tad-dhul għandhom x'jaqsmu mal-provediment għal nies b'diżabbiltà severa kif imfissra f'dan il-kuntest (ara paġna 13), dan it-terminu ħafna drabi jissemma f'dan il-ktejjeb.

Madankollu, anke meta d-diżabbiltà ma tkunx **severa** f'termini tad-definizzjoni fil-legislazzjoni, ħafna mill-istess kwistjonijiet għandhom ikunu kkunsidrati mill-ġenituri jew minn oħrajn li jikkunsidraw li jwaqqfu trust jew jagħmlu testament bħala metodi ta' ippjanar ta' propjetà.

Xi nies b'diżabbiltà huma kapaċi biżżejjed biex jieħdu ħsieb l-affarijiet finanzjarji tagħhom huma stess, jieħdu kura tagħhom infushom u akkomodazzjoni mingħajr għajnuna, għalhekk jista' ma jkunx hemm bżonn li jsiru l-affarijiet diskussi b'dan il-ktejjeb.

Sapport tad-dħul, sigurtà soċjali u intitolamenti tal-veterani

Meta tkun qed tiddiskuti l-konċessjonijiet li bdew iseħħu mill-20 ta' Settembru 2006, dan il-ktejjeb kultant isemmi 'sapport tad-dħul'. Ir-regoli japplikaw l-istess għal beneficiċċji amministrati mid- Department of Veterans' Affairs (DVA) u minn Centrelink. Madankollu, biex ikunu simplifikati l-isjegazzjonijiet, il-ktejjeb ħafna drabi jittellem dwar sapport tad-dħul, billi juża dik l-espressjoni biex ikopri kemm is-sigurtà soċjali amministrata minn Centrelink u intitolamenti tal-veterani amministrati mid-DVA.

'Propjetà u 'flus' u 'assi'

F'dan il-ktejjeb, il-propjetà ta' nies jew trusts ikunu riferuti bħala l-'assi' tagħhom jew 'propjetà'. 'Propjetà' wżata f'dan il-mod ma tfissirx biss art jew real estate. Tinkludi wkoll flus, ishma jew kull tip ieħor ta' assi.

Trusts u testmenti: aghmel arrangamenti waqt li tkun ħaj jew wara li tmut

Dan il-ktejjeb jikkonċentra fuq trusts għaliex il-konċessjonijiet ta' sapport tad-dħul jaħdmu permezz ta' mekkaniżmu ta' trust.

Tista' twaqqaf trust meta tkun għadek ħaj, jew tista' twaqqaf trust permezz tat-testment tiegħek, biex ikun effettiv wara li tmut. Ir-regoli legali li japplikaw u l-konsiderazzjonijiet li għandek tagħmel, huma l-istess kemm jekk it-trust jitwaqqaf meta jkun għadek ħaj jew permezz tat- testament.

Dan huwa spjegat f'aktar dettal fil-ktejjeb *Ippjanar għall-Futur – Nies b' Diżabbiltà*.

L-1 Taqsima

Tagħrif dwar trusts u testmenti

Trust huwa relazzjoni legali bejn **trustee (depożitarju)** li jieħu ħsieb jew jamministra t-trust, u l- **benefiċjarju**, il-persuna li tibbenifika mit-trust. In-natura ta' trust hija obbligazzjoni legali fuq it-trustee biex iħares il-propjetà tat-trust, u jinvestiha u jużaha bil-għaġal u b'attenzjoni għall-benefiċċju tal-benefiċjarju. Il-benefiċjarju għandu d-dritt li jirċievi benefiċċji mit-trust kif meħtieġ skond it-termini tat-trust u xi drittijiet ta' informazzjoni dwar it-trust u kif it-trustee qed joperah.

It-termini tal-kwalità tat-trust li qed ikun diskuss hawnhekk ġeneralment jitwaqqaf f'dokument bħal m'hu **trust deed (att ta' fadekommiss)** jew **testment**.

Trust deed jista' jkun sempliċi jew kumpless, jiddependi dwar dak li jkun meħtieġ. Huwa dokument legali li jissettja:

- ▶ min se jkun trustee;
- ▶ il-persuna jew nies li se jkunu benefiċjarji;
- ▶ meta u kif it-trustee se jipprovdi benefiċċji lill-benefiċjarju;
- ▶ x'affarijiet it-trustee se jikkunsidra; u
- ▶ x'setgħat u dmirijiet oħra għandu t-trustee.

Il-persuna li twaqqaf trust b'deed (ftehim iffirmit) issoltu tissejjaħ **settlor (il-persuna li tittrasferixxi xi propjetà lil haddieħor)**. Għal raġunijiet ta' taxxa, is-settlor ħafna drabi jkun xi ħadd barrani jew membru aktar 'il bogħod tal-familja li ma jkunx benefiċjarju u li ma jkollu xejn aktar x'jaqsam mat-trust.

Fi trusts għall-benefiċċju ta' persuna b'diżabbiltà severa, dik il-persuna tista' tissejjaħ il- **benefiċjarju prinċipali jew il-benefiċjarju speċjali** jew **prim**. Benefiċjarji oħra, li huma intitolati biex jaqsmu dak li jkun fadal wara li persuna b'diżabbiltà severa tmut jew li ma jkollhiex bżonn għajna aktar mit-trust, ħafna drabi jissejjaħ **il-benefiċjarji ta' dak li jibqa'**.

Trust deed jista' jaħtar ukoll **appointor (persuna li tinnomina lil xi ħadd għal xi ufficiċċju)**, persuna li tkun separata mit-trustee u li tista' taħtar trustees ġodda jew benefiċjarji, jew tagħmel bidliet fit-termini tat-trust, u li għalhekk ħafna drabi jkollha kontroll sinifikanti fuq it-trust. L- appointor ħafna drabi jkun ġenitur jew qarib ieħor mill-viċin tal-persuna b'diżabbiltà severa, li jkun ikkontribwixxa propjetà fit-trust.

Il-propjetà li tkun ingħatat bħala kontribuzzjoni lit-trust ħafna drabi tissejjaħ **kapital** u t-trust idañhal **dħul** fuq il-kapital: kera fuq real estate, interess fuq flus fil-bank, dividends fuq ishma u affarijiet bħal dawn.

Trust diskrezzjonali jagħti lit-trustee s-setgħa lil min iħallas benefiċċju minn varjetà ta' nies, u kemm jagħtihom, jekk jagħtihom xi haġa.

Trust ta' testament ifisser kull trust imwaqqaf skond testament. Madankollu, nies ħafna drabi jużaw dan it-terminu biex jirreferu aktar speċifikament għal tipi partikulari ta' trusts skond testamenti li jista' jkollhom vantaġġi ta' ippjanar ta' taxxa.

Il-persuna li tagħmel testament tissejjaħ **testator (testatur)** (din tkopri rġiel u nisa għalkemm mara li tagħmel testament kultant tissejjah **testatrix (testatriċi)**. Testament jaħtar **executor (esekutor)** (kultant jingħad li hija **executrix (esekutriċi)** jekk mara), jew numru ta' esekutori biex jagħmlu t-testament effettiv wara li t-testatur imut. Jekk it-testament johloq trust, jaħtar ukoll trustee, li jista' jkun l-istess persuna bħala l-esekutor, jew jista' jkun differenti.

Il-propjetà li jkollu testatur meta jmut hija l-**propjetà** tat-testatur. In-nies li jkollhom sehem mill- propjetà skond it-testament jissejju l-**benefiċjarji**.

X'ikollhom jagħmlu t-trustees?

Ir-relazzjoni essenzjali involuta fi trust hija r-responsabbiltà tat-trustee li jaġixxi fl-interess tal- benefiċjarju skond it-termini tat-trust.

Jekk it-trust ikun diskrezzjonali, ikun għat-trustee li jiddeċiedi jekk jagħmilx xi haġa, u jekk iva, x'għandu jagħmel, u mhux ġeneralment possibbli li ġġiegħel lit-trustee biex jaġixxi b'mod partikulari. Tista' tikkontrolla dan b'xi mod permezz ta' proviżjonijiet fit-trust deed jew testament (ara paġna 15). Ara wkoll il- ktejjeb *l-Ippjanar għall-Futur – Nies b'Diżabbiltà*.

Fil-qosor, **id-dmirijiet tat-trustee** huma:

- ▶ li jimplimenta t-trust skond it-termini tiegħu;
- ▶ li jikkonsidra jekk jonfoqx il-flus tat-trust jew inkella jużax il-propjetà tat-trust għall-benefiċċju tal-benefiċjarju, bi frekwenza xierqa;
- ▶ li jinvesti propjetà fi trust b'mod prudenti u skond id-direzzjonijiet li jkun hemm fit-trust;
- ▶ li jevita nfejq bla bżonn jew ħela ta' propjetà ta' trust;
- ▶ li jieħu parir professjonali (legali, finanzjarju, ta' l-accounting, medikali jew parir ieħor) jekk ikun meħtieġ (bi spejjeż għat-trust);
- ▶ li jżomm kontijiet ta' l-assi u djun u dħul u nfejq u li jkun lest li jagħti spjegazzjoni lil benefiċjarju jekk ikun meħtieġ; u
- ▶ jekk it-trust ikun rilevanti għall-intitolamenti ta' s'apport tad-dħul għall-benefiċjarju, li jipprovdi informazzjoni lil Centrelink jew DVA kif meħtieġ.

X'inhuma d-drittijiet tat-trustees?

Trustees għandhom id-dritt:

- ▶ li jkollhom l-ispejjeż xierqa relatati mat-trust jitħallsu mit-trust;
- ▶ li jitolbu lill-Qorti Suprema li tagħti pariri u direzzjonijiet, jekk ikollhom dubju serju dwar x'hiex inhuma ntitolati: per eżempju, jekk ikun hemm ambigwiżà fil-mod kif it-trust deed huwa mfisser, jew jekk jitfaċċaw għażliet diffiċli li jistgħu jirriżultaw fi ksor ta' trust, jew jekk it-trust jidher li jkun jeħtieġ xi haġa mhix tas-soltu jew stramba;

- ▶ li jieħdu kumpens mit-trust għax-xogħol li jagħmlu, jekk it-trust deed jew testament jipprovdi għal flus għat-trustee (imma mhux fi trust ta' diżabbiltà speċjali jekk it-trustee jkun membru immedjat tal-familja: ara paġna 14). Tista' tkun haġa xierqa ħafna li jipprovdi għal flus lit-trustees, għaliex it-trustees ikollhom ħafna responsabbiltà u jista' jkollhom jgħaddu ħafna ħin u sforz jiddeċiedu x'jagħmlu fl-aħjar interess tal-persuna b'diżabbiltà severa; u
- ▶ li jaħtru trustees addizzjonali jew minflok oħrajn biex jieħdu r-rwol ta' trustee jekk it-trustees oriġinali ma jkunux jistgħu jkomplu.

Ħafna mid-drittijiet u l-obbligazzjonijiet ta' trustees huma regolati minn leġislazzjoni bbażata fl-istat.

Xi drittijiet għandu l-benefiċjarju?

Essenzjalment benefiċjarji għandhom id-dritt li jkollhom it-trust amministrat skond it-termini tiegħu u d-dritt li jitolbu spjegazzjoni lit-trustees.

Il-benefiċjarju jista' juri x-xewqat tiegħu jew tagħha u jitlob lit-trustee għal għajnuna imma ma jistax iġiegħel trustee jaġixxi b'mod partikulari jekk it-trust deed jew it-testament ma jippermettix dan.

Benefiċjarji huma ntitolati li jitolbu spjegazzjoni mit-trustees, imma ġeneralment m'humix intitolati għal spjegazzjoni mit-trustee għal raġunijiet għax saret deċiżjoni b'mod jew b'ieħor. Jekk il-benefiċjarju jemmen li t-trust ma kienx implimentat kif jixraq, il-benefiċjarju jista' japplika l-qorti għal għajnuna (għalkemm dan dejjem jiswa flus u għandu jkun evitat fejn ikun possibbli). Benefiċjarju b'diżabbiltà jista' jkollu bżonn għajnuna biex jagħmel dan.

Inkella, il-benefiċjarju jista' jistenna benefiċċju mill-assi fit-trust, imma t-trustee jista' jkollu jibbilanċja kunsiderazzjonijiet għal żmien qasir u għal żmien fit-tul, speċjalment fi trust li jista' jiqba' għal ħafna snin. Tista' ma tkunx haġa għaqlija li tonfoq il-flus kollha tat-trust fuq xi haġa issa, anke jekk tidher haġa sewwa li tagħmel hekk, jekk din tħalli lit-trustee mingħajr riżorsi fil-futur.

Eżempju

David għandu diżabbiltà fiżika li mistennija ssir aktar severa hekk kif jidhol aktar fiż-żmien. Għandu trust li tiegħu hu Michael huwa t-trustee ewlieni. It-trust jinkludi d-dar fejn joqgħod David, u David irid li jimmodernizza parti mid-dar.

Michael jaqbel li jimmodernizza d-dar tkun haġa tajba għaliex tagħmel lid-dar aktar attraenti u komda. Madankollu huwa mħasseb li jekk jintefqu flus fuq tibdil tad-dar issa, ma jkunx hemm flus biżżejjed aktar tard meta jista' jkollhom bżonn jimmodifkaw id-dar sostanzjalment biex David ikun jista' jibqa' jgħix hemmhekk.

Michael jiddeċiedi, bħala trustee li ma jirrangax id-dar, u dan huwa fil-poter tiegħu bħala trustee kif imniżżel fit-trust deed, u huwa konsistenti mal-prinċipju li jaġixxi fl-aħjar interess tal-benefiċjarju.

Kif inhuma ntaxxati trusts?

Billi trust huwa meqjus bħala struttura legali separata għal skopijiet ta' taxxa, għandu r-responsabbiltajiet ta' taxxa tiegħu. Trustees għandhom obbligazzjoni li jissottomettu formoli tat-taxxa u jhallu taxxa kif meħtieġ. It-trustee huwa ntolat li jhallas it-taxxa mill-assi tat-trust. Kultant huwa t-trust li jkollu jhallas taxxa fuq id-dħul. Kultant taxxa tifhallas mill-benefiċjarju li jirċievi dħul. **Dawn il-kwistjonijiet huma kumplessi u mhux se jkunu koperti hawn. Jekk ikollok bżonn parir dwar kwistjonijiet ta' taxxa, fittex parir professjonali.**

Trusts m'humieix intitolati għal limitu (threshold) ta' taxxa b'xejn li hemm għal individwi, u rati oġhla tat-taxxa (ir-rata ta' taxxa personali massima) jistgħu japplikaw għal dħul miżmum minn trusts (li huwa dħul li ma jitqassamx jew ma jintużax għal benefiċjarju). Madankollu, trust li jsir b'testment li huwa **'trust ta' testament ġenwin ta' kwalità tradizzjonali'** jista' jkun suġġett għar-rata ta' taxxa personali ordinarja.

Dan il-ktejjeb ma jidholx fid-dettalji ta' l-istrutturi differenti għal skopijiet ta' taxxa. Din hija xi haġa għal dawk speċjalisti li jagħtu pariri legali u finanzjarji.

Jekk jitwaqqaf trust ta' diżabbiltà speċjali dment li tkun għadek ħaj, tkun tista' tindirizza kwistjonijiet ta' taxxa billi żżomm biss ammont żgħir ta' assi fit-trust matul ħajtek, bl-intenzjoni li assi sostanzjali jkun kkontribwiti wara mewtek permezz tat-testment tiegħek. Dan jista' jinvolvi spejjeż oħra, li għandek tikkonsidra sewwa qabel twaqqaf it-trust.

Hemm spejjeż oħra biex iżżomm trust?

Jekk trustee juża accountant biex jipprepara kontijiet u ritorn ta' formoli tat-taxxa, ikun hemm ħlasijiet għal dak ix-xogħol. Jekk it-trustee tkun kumpanija, ikun hemm ukoll ħlasijiet legali u ta' accounting assoċjati mat-twaqqif u l-manutenzjoni tal-kumpanija.

Dawn il-kwalitajiet ta' spejjeż, u ħlas legali u miżati oħra għal twaqqif ta' trusts, huma xi haġa li għandek tikkonsidra ma' dawk li jagħtuk pariri professjonali qabel tiddeċiedi jekk twaqqafx trust issa, jew permezz tat-testment tiegħek, jew jekk twaqqfax wieħed wara kolloxx; x'assi tpoġġi fit-trust; u meta tagħmel dan.

Aktar informazzjoni dettaljata dwar trusts tinstab fil-ktejjeb *l-Ippjanar għall-Futur-Nies b'Diżabbiltà*.

It-2 Taqsima

Trusts ta' diżabbiltà speċjali u sigurtà soċjali: Ir-regoli ġenerali u konċessjonijiet għal trusts ta' diżabbiltà speċjali

Tagħrif ġenerali

Is-sistema tas-sigurtà soċjali fl-Awstralja hija bbażata fuq il-bżonn u hija ddisinjata biex tkun ta' għajnuna għal nies li ma jkunux jistgħu jissapportjaw lilhom infushom. Biex ikun żgurat li s-sistema tipprovdi għajnuna fejn tkun l-aktar meħtieġa, hemm test skond il-mezzi li jkollok li għandu żewġ partijiet: it-test tad-ħul u t-test ta' l-assi.

L-ammont ta' ssupport tad-dħul li jiġihallas lil persuna li tiegħu huwa kkalkulat skond it-testijiet tad-dħul u ta' l-assi t-tnejn. It-test li jirriżulta fir-rata baxxa ta' ssupport tad-dħul huwa dak li jkun applikat.

Skond it-test tal-mezzi li jkollok, hemm regoli speċjali kif ikunu ttrattati rigali li tagħmel lil terza persuna jew lil trusts privati u lil kumpaniji.

Dawn ir-regoli jistgħu jkunu kumplessi, skond iċ-ċirkustanzi tiegħek. Għandek tiegħu parir finanzjarju u legali dwar kif ir-regoli jistgħu jaffettwaw jew kull trust li għandek jew li jista' jkollok ħsieb li twaqqaf.

Aktar informazzjoni, inkluż ħlasijiet ta' rates, jekk jogħġbok ikkuntattja l-eqreb Ċentru ta' Servizzi tal-Klijent ta' Centrelink għalik jew uffiċċju tad-DVA. Din l-informazzjoni tinstab ukoll online f'www.centrelink.gov.au u www.dva.gov.au

Konċessjonijiet għal trusts ta' diżabbiltà speċjali

Il-leġislazzjoni ġdida dwar trusts ta' diżabbiltà speċjali għandha l-għan li tnaqqas l-impatt tar-regoli li japplikaw għal trusts u tinkoraġġixxi familji li jixtiequ li jagħmlu l-arranġamenti tagħhom għal membri tal-familja b'diżabbiltà speċjali. L-idea ġenerali ta' leġislazzjoni ta' trust ta' diżabbiltà speċjali hija li jinholqu eċċezzjonijiet għar-regoli ta' test tal-mezzi ordinarji li japplikaw għal trusts għal persuna b'diżabbiltà speċjali.

Potenzjalment dawn huma konċessjonijiet sinifikanti fejn membri ta' familja u nies b'diżabbiltà severa jiddependu (jew jistgħu jiddependu fil-futur qrib) fuq sigurtà soċjali jew intitolamenti ta' l-affarijiet għall-veterani, jew potenzjalment jikkwalifikaw għal ssupport tad-dħul jekk jittrasferu fondi għal trust ta' diżabbiltà speċjali.

Madankollu, biex dawn il-konċessjonijiet ikunu disponibbli, it-trust **għandu** jkun strettament skond ir-regoli għal trust ta' diżabbiltà speċjali, u l-bqija ta' din it-taqsima tispjega kif dawn ir-regoli joperaw. L-aktar importanti huwa li t-trust għandu jkun stabbilit għall-iskop uniku biex jipprovdi **kura u akkomodazzjoni** għal persuna b'diżabbiltà severa. Il-pass inizjali għandu jkun li tivverifika ma' Centrelink jew d-DVA li l-persuna li għaliha se jkun imwaqqaf it-trust tkun 'b'diżabbiltà severa' kif meħtieġ mir-regoli ta' trusts ta' diżabbiltà speċjali (ara paġna 13) qabel twaqqaf trust ta' diżabbiltà speċjali.

Konċessjonijiet għal nies b'diżabbiltà severa

Test tad-dħul (Income test)

- ▶ Dħul minn assi għal trust ta' diżabbiltà speċjali **ma jitqiesx għall-applikazzjoni tat-test tad-dħul għall-benefiċjarju tat-trust.**
- ▶ L-użu tal-flus mit-trust biex tħallas għal akkomodazzjoni jew għall-kura għall-persuna b'diżabbiltà severa ma jitqiesx bħala d-dħul tal-persuna għal skopijiet ta' sapport tad-dħul.

Test ta' l-assi

- ▶ Jekk persuna b'diżabbiltà severa hija l-benefiċjarju ta' trust ta' diżabbiltà speċjali, l-assi aċċessibbli ta' dak it-trust sa \$500,000 (li jkunu aġġustati kull sena) ma jkunux meqjusa għall-applikazzjoni tat-test ta' l-assi. Dan ifisser li ma jaffettwax l-intitolamenti ta' sapport tad-dħul għall-persuna b'diżabbiltà severa. Għat-tifsira ta' 'assi aċċessibbli', ara regoli tat-test ta' l-assi ġenerali f' www.centrelink.gov.au u www.dva.gov.au jew ikkuntattja l-eqreb Ċentru ta' Servizzi tal-Klijent ta' Centrelink għalik jew l-uffiċċju tad-DVA.
- ▶ Bħala d-dar prinċipali tal-persuna b'diżabbiltà severa ma tkunx ikkunsidrata wkoll, dan ifisser li t-trust tad-diżabbiltà speċjali jista' jkollu assi aċċessibbli b'sa **\$500,000 flimkien mad-dar li fiha tgħix il-persuna b'diżabbiltà severa** qabel l-assi żejda jkunu nkluzi fl-assi aċċessibbli prinċipali tal-benefiċjarju.

Eżempju

Trust ta' diżabbiltà għandu \$700,000 f'assi flimkien ma' dar għall-benefiċjarju b'diżabbiltà severa, Carol, mill 1 ta' Jannar 2007. L-assi li għalihom it-test ta' l-assi japplika jkun l-"eċċess" aktar mill-konċessjoni tat-test ta' l-assi (li huwa \$500,000 mill-20 ta' Settembru 2006): dan ifisser \$200,000 wara li d-dar u l-\$500,000 konċessjoni tat-test ta' l-assi ma jkunux inklużi. Carol hija assessjata bħala persuna waħidha li għandha darha għall-iskopijiet tat-test tal-mezzi. Skond id-dħul u l-assi oħra aċċessibbli għal Carol, il-flus ta' sapport tad-dħul għal Carol jista' jkun imnaqqas.

- ▶ Il-konċessjoni tat-test ta' l-assi għal trusts ta' diżabbiltà speċjali, inizjalment issettjati b'\$500,000 fl-20 ta' Settembru 2006 u aġġustati kull sena, japplikaw f'kull żmien, għalhekk jekk l-assi jintefqu u t-trust ikun miżjud, il-konċessjoni tibqa' tapplika sal-limitu.
- ▶ Billi l-konċessjoni tat-test ta' l-assi tkun aġġustata, l-ammont li t-trust jista' jzomm mingħajr ma jkunu affettwati l-flasijiet ta' sapport tad-dħul għal perusna b'diżabbiltà severa jinbidel kull sena.

Eżempju

Trust ta' diżabbiltà speċjali fih \$500,000 fl-20 ta' Settembru 2006. FI-1 ta' Lulju 2007 il-konċessjoni tat-test ta' l-assi żdiedet skond l-aġġustament għal \$510,000. It-trust daħhal \$20,000 u intefqu \$15,000, għalhekk l-assi miżmuma fit-trust fl-1 ta' Lulju 2007 jiswew \$505,000. Minħabba li l-assi aċċessibbli huma anqas minn \$510,000 tal-limitu aġġustat, xejn mill-assi tat-trust ma jkunu assessjati skond it-test ta' l-assi.

Konċessjonijiet għall-membri immedjati tal-familja ta' persuna b'diżabbiltà severa

Konċessjonijiet għal għoti ta' rigali

- ▶ Kulhadd jista' jagħti għat-trust ta' diżabbiltà speċjali. Madankollu, il-benefiċjarju prinċipali hija l-persuna b'diżabbiltà u s-sieħeb/sieħba tagħha tista' tagħmel dan biss jekk ir-rigal għandu fondi minn:
 - assi li l-benefiċjarju prinċipali jkun irċieva skond testment; jew
 - benefiċċju ta' mewt minn superannuation li jkun irċieva l-benefiċjarju prinċipali;u li l-fondi jkunu trasferiti lit-trust fi tliet snin minn meta jirċivihom il-benefiċjarju prinċipali.
- ▶ Kull rigal għat-trust, kemm jekk ikun minn membru immedjat tal-familja jew minn xi persuna oħra, għandu jkun mingħajr kundizzjoni u jsir mingħajr wieħed jistenna li jirċievi xi ħlas jew benefiċċju lura.
- ▶ Il-konċessjoni ta' l-għoti ta' rigal qegħda hemm biss għal membru immedjat tal-familja li:
 - jirċievi pensjoni tas-sigurtà soċjali u jkun laħaq iż-żmien tal-pensjoni ta' l-età; jew
 - jirċievi pensjoni tas-servizz u jkun laħaq l-età tal-pensjoni għall-veterani; jew
 - jirċievi suppliment ta' s'apport tad-dħul għall-veterani u jkun laħaq l-età ta' kwalifikazzjoni għall-ħlas.
- ▶ 'Membri immedjati ta' familja' ta' persuna b'diżabbiltà severa huma:
 - Ġenituri (inklużi dawk li jadottaw u ġenituri tar-rispett);
 - Dawk li jieħdu ħsieb legalment persuna b'diżabbiltà severa li tkun anqas minn 18-il sena, u nies li kienu jieħdu ħsieb legalment il-persuna meta l-persuna b'diżabbiltà severa kienet anqas minn 18-il sena;
 - nanniet; u
 - aħwa subien u bniet (inklużi dawk adottivi u aħwa subien u bniet tar-rispett u aħwa subien u bniet min-naħa tal-missier jew l-omm biss).
- ▶ Il-konċessjoni għall-għoti tar-rigali tapplika għal rigali sa \$500,000 (li **ma** tapplikax għal aġġustament). Biex tuża l-konċessjoni, għandek tkun membru immedjat tal-familja li tkun qed tirċievi ħlas kwalifikatorju u tgħid lil Centrelink jew lid-DVA dwar l-intenzjoni tiegħek li tuża l-konċessjoni. Fejn il-konċessjoni tkun intużat kompletament, kontribuzzjonijiet addizzjonali minn membri immedjati tal-familja jkunu assessjati skond ir-regoli normali ta' l-għoti ta' rigali.
- ▶ Rigali min-nies li m'humiex membri immedjati tal-familja, jew rigali li jammontaw aktar mill-konċessjoni ta' rigali minn membri immedjati tal-familja, ikunu assessjati skond ir-regoli ta' għoti tar-rigali.

Eżempju

David għandu trust ta' diżabbiltà speċjali. Il-ġenituri tiegħu Paul, għandu 65, u Lucy għandha 63 sena, it-tnejn qegħdin jirċievu l-pensjoni ta' l-età. Meta twaqqaf it-trust fl-2006, huma kkontribwew \$300,000 għat-trust. Sas-sena 2012, il-biċċa l-kbira tal-fondi jkunu ntefqu fuq kura u akkomodazzjoni, u Paul u Lucy jkkontribwixxu \$300,000 oħra għat-trust. Il-konċessjoni ta' l-għoti tar-rigali tapplika għall-ewwel kontribuzzjoni u l-\$200,000 tat-tieni kontribuzzjoni. Għalhekk, ir-regoli normali ta' l-għoti tar-rigali japplikaw għall-eċċess ta' \$100,000.

- ▶ Membru immedjat tal-familja li ma jkunx ta' età ta' kwalifikazzjoni (u li s-sieheb/sieħba tiegħu ma tkunx ta' età ta' kwalifikazzjoni) jista' jagħmel kontribuzzjonijiet għal trust ta' diżabbiltà speċjali u jieħu vantaġġ mill-konċessjoni aktar tard, meta hu jew hija jilhaq l-età ta' kwalifikazzjoni, sakemm il-konċessjoni ta' l-għoti ta' rigal ma tkunx intużat kollha. Dan ifisser li huwa possibbli li tpoġġi l-assi fi trust sa hames snin qabel tikklemja l-pensjoni ta' l-età jew intitolment rilevanti għall-veterani, u xorta l-assi ma jkunux ikkunsidrati għal skopijiet ta' test tal- mezz meta tircievi s-sapport tad-dhul. Fejn tkun diġà qed tircievi sapport tad-dhul qabel tilhaq l-età tal-pensjoni, ir-rigal ikun meqjus skond ir-regoli ta' l-għoti ta' rigali normali sakemm tilhaq l-età ta' kwalifikazzjoni.

Eżempju

Greg għandu diżabbiltà severa u missieru John, li għandu 58 sena, waqqaf trust ta' diżabbiltà speċjali għalih. FI-1 ta' Ottubru 2006, John ta \$500,000 lit-trust. John ma jstax japplika għal konċessjonijiet ta' l-għoti tar-rigali ta' Centrelink għaliex huwa taħt il-pensjoni ta' l-età.

FI-1 ta' Ġunju 2011, John jagħti \$500,000 oħra lit-trust. It-trust ma jkunx ircieva xi kontribuzzjonijiet oħra mindu John għamel il-kontribuzzjoni inizjali tiegħu fl-2006.

FI-2013, John jagħlaq 65 sena u japplika għall-pensjoni ta' l-età. Ir-rigal ta' John fl-2005 ma jkunx ikkunsidrat għaliex kien aktar minn hames snin qabel il-klejm tiegħu għall- pensjoni ta' l- età. Ir- rigal tiegħu fl-2011 ingħata f'hames snin tal-klejm tiegħu, u billi huwa membru immedjat tal-familja, ir-rigal tiegħu huwa eliġibbli għall-konċessjonijiet ta' l-għoti ta' rigali. Għalhekk ir-rigal tiegħu fl-2011 ma jkunx ikkunsidrat għal skopijiet ta' test tal-mezz tas- sigurtà soċjali.

Eżempju

Varjazzjoni ta' l-eżempju hawn fuq: fl-2012, in-nanna ta' Greg, Marie, tpoġġi \$200,000 fi trust għal Greg. Marie fil-prezent qed tircievi pensjoni ta' l-età. Billi Marie hija membru immedjat tal-familja, ir-rigal tagħha huwa eliġibbli għall-konċessjoni ta' għoti tar-rigali. Marie tieħu l- konċessjoni ta' l-għoti tar-rigali.

FI-2013, John jagħlaq 65 sena u japplika għall-pensjoni ta' l-età. Meta japplika għall-pensjoni ta' l-età, il-konċessjoni ta' l-għoti tar-rigali li hemm hija \$300,000. Ir-rigal ta' John fl-2011 ta' \$500,000 ikun parzjalment eliġibbli għall-konċessjoni ta' għoti ta' rigali. Il-bqija \$200,000 tar- rigal tiegħu ta' l-2011 ikun assessjat skond ir-regoli normali ta' l-għoti tar-rigali.

Eżempju

Varjazzjoni oħra ta' l-eżempju hawn fuq: jekk il-kontribuzzjoni fl-2012 kienet minn għand Paul, ħabib mill-qrib tal-familja (minflok in-nanna ta' Greg), ir-rigal tiegħu ma jikkwalifikax għal konċessjoni ta' l-għoti tar-rigali billi Paul mhux membru immedjat tal-familja. John jieħu l- beneficiċċji tal-konċessjoni sħiħa.

- ▶ Il-konċessjoni ta' l-għoti tar-rigali hija applikata għal kull sors ta' diżabbiltà speċjali. Fejn ikun hemm żewġ itfal li huma eliġibbli f'familja waħda, membri immedjati tal-familja ta' età ta' kwalifikazzjoni jistgħu jużaw il-konċessjoni ta' l-għoti tar-rigali f'sa \$500,000 għal kull trust ta' diżabbiltà speċjali.

Ir-regoli għal trusts ta' diżabbiltà speċjali f'aktar dettal

Il-leġislazzjoni ta' trust ta' diżabbiltà timplimenta l-oġettivi tal-Gvern li jinkoraġġixxi familji li jixtiequ jagħmlu provizionijiet huma stess għal membri tal-familja b'diżabbiltà severa. Xi wħud mir-regoli jistgħu jidhru restrittivi. Madankollu, għandhom l-intenzjoni li jwaqqfu nies milli jużaw it- trusts għal skopijiet oħra hlief biex jissapportjaw il-persuna b'diżabbiltà severa, u li jiskoraġġixxu l-użu ta' konċessjonijiet għall-iskop primarju li jiksbu sapport ta' dhul, minflok li jipprovdi riżorsi addizzjonali għal persuna b'diżabbiltà severa.

Il-mistoqsijiet u t-twegibiet t'hawn taht ikopru xi wħud mill-kwistjonijiet li għandek tikkonsidra qabel tiddeċiedi jekk trust ta' diżabbiltà speċjali hux tajjeb għalik u għaċ-ċirkustanzi tal-familja tiegħek. Għal aktar informazzjoni dwar kwistjonijiet li għandhom ikunu kkunsidrati, jekk jogħġbok irrefri għall-*Gwida tal-Liġi tas-Sigurtà Soċjali* (http://www.facsia.gov.au/guides_acts/ssg/ssg-rn.html), jew ikkuntattja l-eqreb Ċentru ta' Servizz tal-Klijent ta' Centrelink għalik.

Min hija persuna b'diżabbiltà severa'?

Persuna b'diżabbiltà severa hija xi ħadd 'il fuq minn 16-il sena li:

- ▶ għandha nuqqas fis-saħħa li jintitolaha għal Pensjoni ta' Sapport ta' Diżabbiltà (*Att tas-Sigurtà Soċjali*) jew pensjoni ta' servizz ta' invalidità jew suppliment ta' sapport ta' dħul ta' invalidità (*Att ta' l-Intitolament għall-Veterani*);
- ▶ minħabba d-diżabbiltà, il-persuna ma taħdimx, u ma jidhirx li se taħdem, għal paga minima rilevanti;
- ▶ u jew:
 - tgħix f'istituzzjoni, hostel jew dar fejn jgħix grupp ta' nies li tipprovdi kura għal nies b'diżabbiltà u li għaliha jkunu pprovduti fondi (kollha jew parzjalment) skond ftehim bejn il-Commonwealth, l-Istati u t-Territorji; jew
 - għandha diżabbiltà li biha, jekk il-persuna jkollha lil xi ħadd li jieħu ħsiebha għaliha biss, jikkwalifika lil min jieħu ħsiebha bi Fias għal Min Jieħu Fsieb xi Fadd jew Allowance għal Min Jieħu Fsieb xi Fadd.

Persuna taht is-16-il sena tista' tkun **persuna b'diżabbiltà severa** jekk ikun 'tifel/tifla b'diżabbiltà profonda' skond *l-Att ta' Sigurtà Soċjali*.

L-ewwel pass għandu jkun li tivverifika ma' Centrelink jew mad-DVA li dik il-persuna li għaliha jkun se jitwaqqaf it-trust hija 'severament diżabbli' kif meħtieġ mir-regoli ta' trust ta' diżabbiltà speċjali qabel tistabbilixxi trust ta' diżabbiltà speċjali.

Għal aktar informazzjoni dwar x'ifissru dawn it-testijiet:

- ▶ għal fiasijiet ta' Centrelink, jekk jogħġbok ċempel 13 10 21 biex tagħmel appuntament jew ikkuntattja l-eqreb Ċentru ta' Servizz tal-Klijent ta' Centrelink;
- ▶ għal fiasijiet tad-DVA jekk jogħġbok ikkuntattja lit-Trusts & Companies Team fuq 1800 550 462, permezz ta' l-email f'Trusts&Companies@dva.gov.au, jew bil-posta f'PO Box 21, Woden ACT 2606.

Tista' persuna b'diżabbiltajiet severi jkollha aktar minn trust wieħed ta' diżabbiltà speċjali?

Le. Jista' jkun hemm trust wieħed biss ta' diżabbiltà speċjali għal kull persuna b'diżabbiltà severa, għalhekk jekk diġà jeżisti trust ta' diżabbiltà, kull trust ieħor ma jikkwalifikax għall-konċessjonijiet ta' trust ta' diżabbiltà speċjali.

X'inhuma 'bżonnijiet ta' akkomodazzjoni u kura xierqa'?

L-iskop uniku ta' trust ta' diżabbiltà speċjali għandu jkun li jilqa' għall-bżonnijiet xierqa ta' akkomodazzjoni u kura tal-persuna b'diżabbiltà severa.

L-iskop ta' bżonnijiet ta' akkomodazzjoni u kura xierqa jkunu inklużi fil-*Gwida tal-Liġi ta' Sigurtà Soċjali*. Il-prinċipju tal-gwida huwa li trust ta' diżabbiltà speċjali jista' jħallas għal:

- ▶ l-ispejjeż ta' akkomodazzjoni għall-persuna b'diżabbiltà severa; u
- ▶ aktar spejjeż ta' kura kkaġunati minħabba d-diżabbiltà; u
- ▶ spejjeż incidental biħal m'huma fiasijiet għal trustess professjonali, u spejjeż ta' investiment u accounting.

Minbarra akkomodazzjoni:

- ▶ trust jista' jintuża biss għal affarijiet li huma neċessarji minħabba d-dizabbiltà; u
- ▶ it-trust ta' dizabbiltà speċjali ma jistax iħallas għal affarijiet li persuna mingħajr dizabbiltà tixtri ordinarjament jew għal spejjeż ordinarji minn ġurnata għall-oħra. Il-flasjiet tas-sapport tad- dħul għall- persuna jew assi oħra jew dħul għandhom iħallsu għal dawk l-affarijiet.

Dak li huwa xieraq f'kull każ jiddependi fuq il-livell ta' dizabbiltà u l-bżonnijiet tal-persuna ikkonċernata. Dak li huwa xieraq għal persuna b'dizabbiltà severa mhux neċessarjament xieraq għal oħra.

L-aktar konsiderazzjoni importanti hija x'għandu bżonn il-benefiċjarju b'dizabbiltà f'dak li għandu x'jaqsam ma' akkomodazzjoni, u b'mod ta' kura minħabba d-dizabbiltà.

Għal aktar informazzjoni dwar spejjeż xierqa ta' kura u akkomodazzjoni irreferi għall- *Gwida tal-Liġi tas-Sigurtà Soċjali*. Dawn il-linji gwida jiżviluppaw biż-żmien. It-trustee għandu jkun jaf bir- regoli u jzomm ruħu aġġornat bihom biex jifhem x'inhu trust ta' dizabbiltà speċjali u kif jista' jaqdi persuna partikulari.

Jista' t-trust iħallas membri tal-familja talli jipprovdu servizz?

Le. It-trust **ma jistax** ikun użat biex iħallas membri tal-familja immedjati jew talli jkunu pprovdu kura u akkomodazzjoni:

- ▶ it-trust ma jistax jonfoq flus biex iħallas membru tal-familja immedjata jew tifel/tifla tal-benefiċjarju talli jkun ipprovda kura għall-benefiċjarju;
- ▶ it-trust ma jistax jonfoq flus biex iħallas membru tal-familja immedjata jew tifel/tifla tal- benefiċjarju talli jkun ipprovda servizzi ta' manutenzjoni għall-akkomodazzjoni tal-benefiċjarju;
- ▶ it-trust ma jistax jonfoq flus biex jixtri jew jikri propjetà minn membru tal-familja immedjata jew tifel/tifla tal-benefiċjarju, inkluż 'granny flats' ('flattijiet għan-nanniet').

(Għal definizzjoni ta' 'membri immedjati tal-familja' ara paġna 11.)

Kif nista' nipprovdi affarijiet oħra minbarra kura u akkomodazzjoni?

Jekk tkun trid tipprovdi għajnuna għal persuna b'dizabbiltà severa biex ikollha riżorsi għal affarijiet oħra barra l-iskop ta' 'akkomodazzjoni u kura', bħal m'huma vaganzi, TV, CD player, fwejjeġ jew għamara ordinarja (mhux neċessarjament minħabba d-dizabbiltà) għandek tagħmel proviżjonijiet separati għal dan. Dawn l-affarijiet ma jistgħux jithallsu minn trust ta' dizabbiltà speċjali.

Tista' twaqqaf trusts separati: iġifieri, trust ta' dizabbiltà speċjali permezz ta' trust deed jew testment biex tlaħhaq ma' l-ispejjeż ta' kura u akkomodazzjoni u forma oħra aktar ġenerali ta' trust biex tlaħhaq ma' spejjeż oħra.

Inkella, tista' twaqqaf trust ġenerali mingħajr ma jkollok trust ta' dizabbiltà speċjali. Għandek tikkonsidra kemm ikunu importanti l-konsiderazzjonijiet varji u kif tibbilanċja jew tagħtihom prijorità.

Dawn il- konsiderazzjonijiet jinkludu:

- ▶ intitolament ta' sapport tad-dħul;
- ▶ bżonn għat-trustees li jipprovdu varjetà wiesa ta' benefiċċji 'l hemm minn 'kura u akkomodazzjoni xierqa';
- ▶ kemm tkun irranġajt għal akkomodazzjoni u kura fil-futur;
- ▶ kemm flus jistgħu jkunu meħtieġa għall-fondi ta' dawk l-arranġamenti fil-futur;
- ▶ kemm propjetà ikollok tiegħu f'isieb; u
- ▶ l-ispejjeż u l-komplessità ta' l-arranġamenti li t-trustess ikollhom jgħaddu minnhom.

Jista' kull trust jikkwalifika bhala trust ta' dizabbiltà speċjali?

Le. Il-leġislazzjoni teħtieġ li trust għandu jilħaq il-ħtiġijiet speċifiċi. Għalhekk huwa essenzjali li t-termini tat-trust jilħqu dawk il-ħtiġijiet u ma jikkontradixxuhomx b'xi mod materjali: mhux 'kull trust' jikkwalifika.

Madankollu, ma jfissirx li t-trust ma jistax ikollu l-proviżjonijiet individwali tiegħu, sakemm ikunu konsistenti mal-ħtiġijiet speċifikati. Il-'mudell ta' trust deed' (ara Taqsima 3) huwa sempliċiment hekk: mudell, mhux forma ta' dokument ta' bil-fors. Int u dawk li jagħtuk pariri m'għandkomx għalfejn issegwu t-termini kollha tiegħu eżattament. Tista' tagħmel bidliet biex jaqblu għalik personalment, sakemm it-trust ikun għadu konsistenti mal-ħtiġijiet leġislattivi. Il-mudell ta' trust deed ta' dizabbiltà speċjali li hemm f'Taqsima 3 kien immarkat biex juri liema proviżjonijiet huma ta' bil-fors (dawk mhux oskurati) u li tista' tagħzel (dawk oskurati).

Xi proviżjonijiet tal-mudell tat-trust deed ta' dizabbiltà huma ta' bil-fors jekk it-trust ikun se jikkwalifika bhala trust ta' dizabbiltà speċjali, għalhekk ma tistax 'twarrab' dawk il-proviżjonijiet u tista' biss tibdilhom biex tagħmel il-proviżjonijiet tat-trust aktar speċifiċi.

Per eżempju, tista' tkun trid li tagħmel l-assi tat-trust disponibbli għall-akkomodazzjoni u kura ġenerali; tista' tkun trid li tkun aktar speċifiku dwar kif l-assi tat-trust ikunu jistgħu jintużaw. Għalhekk tista' tgħid fit-trust deed li jhallas biss għal akkomodazzjoni fil-forma ta' post f'dar ta' grupp ta' nies. Trust bħal dan jista' jibqa' bhala trust ta' dizabbiltà speċjali, billi l-iskop tat-trust jibqa' li jilħaq il-bżonnijiet xierqa ta' kura u akkomodazzjoni.

Hemm proviżjonijiet oħra ta' trusts li m'humiex speċifikament meħtieġa skond ir-regoli għal trusts tad-dizabbiltà speċjali. Per eżempju, klawsola 2.2 tal-mudell tat-trust deed għal dizabbiltà speċjali tgħid min it-trustee għandu jikkonsulta: **it-trustee għandu 'jirrevdi l-bżonnijiet tal-Benefiċjarju Prinċipali ta' lanqas darba fis-sena u jikkonsulta mal-persuna immedjata li tiegħu hsieb il-Benefiċjarju Prinċipali u l-Benefiċjarju Prinċipali (jekk ikun possibbli)'**. Din il-klawsola tista' issemmi wkoll li jkun hemm konsultazzjoni ma' membri oħra tal-familja u nies oħrajn involuti ġeneralment fil-ħajja tal-persuna b'dizabbiltà severa (per eżempju, kull provdituri ta' servizz sinifikanti) jew speċifiċi (per eżempju, ħabib jew persuna li tagħti pariri mediċi), jew tista' tkun eliminata kompletament (għalkemm li tneħħiha kompletament jagħmilha aktar diffiċli biex tiżgura li t-trustee jikkonsidra x'inhu fl-aħjar interess tal-persuna b'dizabbiltà severa).

Min jista' jkun trustee ta' trust ta' dizabbiltà speċjali?

Kulhadd jista' jkun trustee sakemm jilħaq il-ħtiġijiet leġislattivi (li huma inklużi fil-mudell ta' trust deed fi klawsola 5.1: ara paġna 29). Dan jinkludi ġenituri, membri immedjati tal-familja, accountants, avukati, trustees korporattivi u trustees statali. Il-ħtiġijiet leġislattivi huma ssettjati fil-*Gwida tal-Liġi tas-Sigurtà Soċjali*. Hemm ukoll liġijiet ibbażati fl-istat li jiggvernaw ir-responsabbiltajiet ta' trustee.

Hemm xi restrizzjonijiet dwar x'jista' jinghata rigal bhala trust ta' dizabbiltà?

Iva. Żewġ tipi ta' assi ma jistgħux jitpoġġew fit-trust:

- ▶ flus ta' compensation li jirċievi l-benefiċjarju (per eżempju, danni minn klejm ta' aċċident ta' vettura);
- ▶ propjetà li jikkontribwixxi l-benefiċjarju stess (jew is-sieheb/sieħba) sakemm din ma tkunx inkisbet b'wirt jew minn benefiċċju ta' superannuation għal mewt fi tliet snin qabel kienet trasferita fit-trust.

Dawn ir-regoli huma intenzjonati biex jippreservaw it-trattament eżistenti ta' hłasijiet ta' compensation u jwaqqfu lill-persuna b'dizabbiltà severa milli tpoġġi l-propjetà tagħha fi trust ta' dizabbiltà speċjali biex tikkwalifika għal sapport tad-dhul minflok li tużaha direttament għas- sapport tagħha.

X'jiġri jekk xi hadd jonqos li jimxi mar-regoli?

Jekk ikun hemm nuqqas li wieħed jimxi mar-regoli, it-trust jieqaf li jkun trust ta' dizabbiltà speċjali u l-benefiċjarju prinċipali jista' jitlef konċessjonijiet ta' sapport tad-dhul. Għandek tinnota wkoll li jista' jkun hemm impatt fuq l-intitolament ta' sapport tad-dhul tad-donatur.

Madankollu, Centrelink / DVA għandhom id-diskrezzjoni li jwarrbu xi kontravvenzjonijiet. Dan jiddependi skond kemm tkun serja, sarix apposta u fit-tul il-kontravvenzjoni, liema provizzjonijiet inkisru u kif il-kontravvenzjoni jew il-maħfra tal-kontravvenzjoni tista' taffettwa l-interessi tal-persuna b'dizabbiltà speċjali.

X'jiġri jekk trust ta' dizabbiltà speċjali jispiċċa li jkun trust ta' din ix-xorta?

It-trust jispiċċa li jkun trust ta' dizabbiltà speċjali meta l-benefiċjarju b'dizabbiltà severa jmut. Jista' jieqaf ukoll li jkun trust ta' dizabbiltà speċjali minhabba ksur tar-regoli.

Il-provizjonijiet tat-trust għandhom jispeċifikaw x'għandu jiġri mbagħad lil kull propjetà li jibqa' fit-trust. Per eżempju, ara klawso 4 fil-mudell ta' trust deed ta' dizabbiltà speċjali (paġna 28).

Jekk it-trust deed jippermetti, in-nies li jkunu ikkontribwew fondi lit-trust jistgħu jispeċifikaw x'ikunu jridu jiġri għal kull propjetà li jibqa' li tkun iġġenerat mill-kontribuzzjoni tagħhom. Per eżempju, tista' tkun irritornata lillhom (jekk ikun għandhom hājjin jew lill-esekuturi tagħhom biex titqies bhala xi haġa mill-wirt. Jew jistgħu jinnominaw lit-tfal tagħhom, membri oħra tal-familja jew karità biex tirċievi s-sehem tagħhom.

L-assi jistgħu jkunu rritoranti lil dawk li jkunu ikkontribwewhom. F'dan il-każ ikollhom dawn l-assi li jitqiesu għal skopijiet ta' test tal-mezzi, li jista' jaffettwa l-intitolamenti ta' sapport tad-dhul tagħhom.

Jekk it-trust jasal fi tmiemu jew jispiċċa li jkun trust ta' dizabbiltà speċjali f'hames snin li l-propjetà tkun trasferita fit-trust, dik il-propjetà tista' tkun suġġetta għar-regoli ta' għoti tar-rigali u tista' taffettwa l-intitolamenti ta' sapport tad-dhul tal-persuna li tkun tat il-propjetà lit-trust.

Ikkunsidrajt, dawn ir-regoli kollha. Għandi nwaqqaf trust ta' diżabbiltà speċjali jew le?

It-tweġiba għal dan tiddependi għal kollox fuq iċ-ċirkustanzi tiegħek u l-pariri professjonali speċjalizzati li tircievi. Madankollu, fuq livell ġenerali, ikkunsidra dawn l-affarijiet:

- ▶ jekk il-persuna b'diżabbiltà m'għandhiex diżabbiltà 'severa' (ara paġna 13), imbagħad 'trust ta' diżabbiltà speċjali' ma jistax ikun imwaqqaf;
- ▶ jekk la int u lanqas il-persuna b'diżabbiltà severa ma tiddependu (jew ma jidhirx li se tiddependu) fuq dħul ta' sapport, jista' ma jkunx ta' benefiċċju t-twaqqif ta' trust ta' diżabbiltà speċjali;
- ▶ jekk int jew il-persuna b'diżabbiltà severa tiddependi, jew tistgħu tiddependu fuq sapport tad-dħul, imma l-livell ta' assi li int x'aktarx se tipprovdi għall-kura u l-akkomodazzjoni ma jkollux effett fuq intitolamenti, imbagħad jista' ma jkunx ta' benefiċċju li jitwaqqaf trust ta' diżabbiltà speċjali. Dan jista' jkun għaliex int m'għandekx flus biżżejjed biex tipprovdi kura u akkomodazzjoni jew għaliex inti digà għamilt arranġamenti li ma jeħtiġux aktar fondi estensivi;
- ▶ jekk il-bżonn għal flus għal kura u akkomodazzjoni huwa biss possibiltà aktar milli x'aktarx, jista' ma jkunx xieraq li torbot ħafna flus fi trust ta' diżabbiltà speċjali fejn ma jkunx jista' jintuża għal affarijiet oħra u fejn ikun hemm konsegwenzi ta' taxxa (per eżempju, jekk id-dħul jakkumula aktar milli jintefaq) u spejjeż kontinwi ta' accounting;
- ▶ jekk tkun trid li l-fondi jkunu disponibbli għall-persuna b'diżabbiltà severa b'mod aktar wiesa milli sempliċiment għal kura u akkomodazzjoni, trust ta' diżabbiltà speċjali ma jkunx xieraq jew ikun parti biss ta' l-arranġamenti li jkollok bżonn tistabbilixxi.

Madankollu, jekk:

- ▶ sapport tad-dħul mhux importanti għalik jew għall-persuna b'diżabbiltà severa;
- ▶ id-diżabbiltà hija severa u l-eligibbiltà hija ikkonfermata minn Centrelink jew DVA;
- ▶ għandek fondi disponibbli li jagħmlu differenza għal kura u arranġamenti ta' akkomodazzjoni għall-persuna b'diżabbiltà severa, issa jew wara li tkun tlaqt;
- ▶ dawk il-fondi kbar biżżejjed biex jaffettwaw l-intitolamenti ta' sapport tad-dħul tal-persuna b'diżabbiltà severa jew l-intitolamenti tiegħek (permezz tar-regoli ta' l-għoti tar-rigali);

imbagħad trust ta' diżabbiltà speċjali jista' jgħin b'mod sinifikanti fl-ippjanar għall-futur tal-membri tal-familja tiegħek b'diżabbiltà.

F'dak il-każ, ikseb parir professjonali, u kkunsidra li taħdem fuq trust hekk bħala parti mill-viżjoni u l-pjan tiegħek għall-futur.

It-3 Taqsima

Il-mudell ta' trust deed għal trusts ta' diżabbiltà speċjali

It-trust deed f'dawn il-paġni fihom il-klawsoli li huma essenzjali għat-trust biex timxi mal-ħtiġijiet tal-leġislazzjoni tat-trust ta' diżabbiltà speċjali.

Dan il-ftehim jista' joqgħod waħdu bħala trust deed jew ikun meħmuż ma' testament li jirreferi għal dan bħala t-termini tat-trust maħluq minn proviżjonijiet ġenerali tat-testament, jew b'xi modifikazzjonijiet (indikati ġeneralment f'dawn il-paġni) jista' jkun inkluż fit-testament tiegħek.

Mhux neċessarju li tadotta dan it-trust deed fit-termini preċiżi tiegħu. Jista' tkun li tkun trid tvarja proviżjonijiet partikulari. Dan ma joħloqx problemi għal applikazzjoni fir-regoli ta' trust ta' diżabbiltà speċjali, jekk il-fatturi essenzjali jinżammu (ara wkoll paġni 13-16). Il-mudell ta' trust deed ta' diżabbiltà speċjali fit-taqsima li jmiss kien immarkat biex juri liema proviżjonijiet huma ta' bilfors (mhux oskurati) u dawk li tista' tibdel (oskurati).

Għalhekk huwa importanti ħafna li tiegħu parir legali jew finanzjarju professjonali minn dawk li jagħtu pariri li jkunu familjari mar-regoli ta' trust ta' diżabbiltà speċjali meta tkun qed tipprepara trust bħal dan u meta tikkonsidra bidla fil-mudell ta' trust deed.

It-trust deed jista' jidher ikkumplikat jekk ma tkunx familjari ma' trusts u dokumenti legali, anke jekk ikun miktub b'Ingliz ħafif kemm jista' jkun possibbli. Il-mod biex tifhem il-ftehim huwa li taqrah sewwa u bil-mod, klawsola bi klawsola u li tiċċekkja d-definizzjonijiet (klawsola 9.3 fuq paġni 35-36) meta jkun hemm bżonn. Jekk it-trust deed jibqa' ma jkunx ċar biex tifhemu, jista' jkollok bżonn li tiddiskutih ma' l-avukat tiegħek jew ma' dak li jagħti pariri finanzjarji.

Model trust deed for special disability trusts

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* Omit if trust established under a Will

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THIS DEED OF TRUST is made on [date] *

PARTIES: *

1. [Settlor Name and address to be advised] ('the settlor').
2. [Name and address to be advised] ('the Trustee').

INTRODUCTION: *

[Commentary: This section and clauses 1 and 2 set the scene for the formal creation of the trust and its basic provisions. If you set up the trust by a Will, these things will be covered in the Will. Definitions of some of the expressions used in the trust are set out in clause 9.3 (page 35).]

- A. The settlor has decided to create a Trust Fund for the purpose of making provision for the care and accommodation of the Principal Beneficiary of the trust, as described in these terms of trust.

[Commentary: For a trust to exist, it must hold property. The Settlor contributes an initial amount (typically \$10 –see sub-clause D) so that a trust can be established. The Settlor is someone independent of the other parties such as the trustees and/or appointer.]

- B. The intention of the settlor is to establish a Trust Fund that qualifies as a special disability trust, within the meaning of the Social Security Act 1991 or the Veterans' Entitlement Act 1986, whichever is applicable to any Donor and/or the Principal Beneficiary.

- C. The settlor has decided to appoint the Trustee as Trustee of this trust, and the Trustee has consented to become the first Trustee upon the trusts and with and subject to the powers and provisions contained in these terms of trust.

[Commentary: A trustee is a person or corporation who operates the trust. The terms of the trust deed will determine how the trustee will administer the funds held in the trust. The trustee has a duty to act honestly and in the best interests of the beneficiary. The trustee must comply with the terms of the trust deed and relevant state or territory legislation that applies to trustees.]

- D. The settlor has paid or will pay the sum of \$10.00 to commence the trust ('the settled sum').

- E. The parties anticipate that further Contributions will be paid to the Trustee in respect of the trust for the benefit of the Principal Beneficiary.

* Omit if trust established under a Will

PROVISIONS

1 Establishment of Trust

1.1 The Principal Beneficiary

The Principal Beneficiary of the trust is [name and address to be advised] ('the Principal Beneficiary').

[Commentary: The principal beneficiary is the severely disabled person as defined on page 13.]

1.2 Declaration of Trust

The Trustee HEREBY DECLARES that in respect of the trust the Trustee will hold the Trust Fund and the income arising therefrom upon trust during the lifetime of the Principal Beneficiary solely for the benefit of the Principal Beneficiary and with and subject to the powers and obligations contained in the remainder of these terms of trust.

1.3 Name of Trust

The trust shall be known as [Name of Trust] Trust.

1.4 Application of Operative Provisions

Unless the context requires otherwise, the operative provisions set out in the remainder of these terms of trust will apply in respect of the trust established pursuant to these terms of trust.

1.5 Duration of Trust

The trust will end on the earlier of:

- (a) the date of death of the Principal Beneficiary;
- (b) if assets are fully expended on the Principal Beneficiary, the date of such full expenditure; or
- (c) any earlier date as required by law ('the end date').

[Commentary: For example: State law sets out the number of years that a trust may exist.]

1.6 The Appointor

[Commentary: An Appointor can be any person or corporation who is not the Principal Beneficiary or Settlor. An appointor is not responsible for the day-to-day operation of the trust. See the explanation of the role of the appointor on pages 5, 32–33.]

- (a) The initial Appointor[s] of the trust [is/are] [Name and address to be advised] ('the Appointor');
- (b) An Appointor shall have the power to nominate any person or persons or entity to act together with or in his, her or its place and may place such conditions or restrictions on such nomination (and may make such nomination revocable or irrevocable) by any notice in writing to the trustee, or by Will, save that where there is more than one Appointor, an Appointor must obtain from all of the other Appointors the prior written consent to all of the terms of any nomination pursuant to this subclause;

- (c) A successive Appointor, if the nomination is otherwise silent, shall also have the power to nominate a successor or alternate Appointor as if they were the initial Appointor;
- (d) The Appointor shall exercise their power in accordance with clause 7 and any power of the Appointor may be exercised by the Trustee in the absence of the Appointor at any time.

1.7 Exclusion of Settlers *

[Commentary: The intention of this provision is to prevent the person who formally sets up the trust from still being seen as the owner of the trust assets and income for tax purposes. To ensure this, the settlor has nothing further to do with the trust. The settlor will often be a more distant family member, who will not have an ongoing role in the operation of the trust.]

Notwithstanding anything express or implied in these terms of trust:

- (a) The trust will be possessed and enjoyed to the entire exclusion of the settlor and of any benefit to the settlor by contract or otherwise, and any resulting trust in favour of the settlor is expressly negated;
- (b) No part of the trust will be paid, lent to, or applied for either the direct or indirect benefit of the settlor in any manner or in any circumstances;
- (c) No power in these terms of trust, or appointment made pursuant to these terms of trust or conferred by law upon the Trustee will be capable of being exercised in such manner that the settlor will or may become entitled, either directly or indirectly, to any benefit in any manner or in any circumstances whatsoever.

2 Administration of the Trust

[Commentary: This clause expresses some of the major points required of special disability trusts: the restriction to care and accommodation, payments not to be made to immediate family for care and repairs and maintenance, and the paramount importance of the person with the disability as the focus of the trust.]

2.1 Sole Purpose of Trust

- (a) The Trustee must hold the Trust Fund and the income derived in each accounting period on trust and pay or apply all or any part of the income and all or any part of the Trust Fund for the sole purpose, as defined in the remainder of this clause;
- (b) No part of the income or the Trust Fund may be used for any payment of Immediate Family Members or a Child of the Principal Beneficiary including:
 - (i) the provision of care services; or
 - (ii) repair and maintenance of accommodation for the Principal Beneficiary;
- (c) The operation of sub-clause (a) does not preclude the Trustee from applying any part of the income or the Trust Fund for an ancillary purpose.

* Omit if trust established under a Will

- (d) For the purpose of this deed the 'sole purpose' means the reasonable care and accommodation of the Principal Beneficiary as determined by the Trustee from time to time but:
- (i) shall not include such daily living costs or expenses of the Principal Beneficiary that do not relate to reasonable care and accommodation needs;
 - (ii) shall not include expenditure which is primarily for the direct or indirect benefit of any other person; and
- [Commentary: This sub-paragraph does not include situations where the residence of the principal beneficiary provides an incidental benefit to their partner.]
- (iii) must be in accordance with any requirement or determination made by the Secretary from time to time;
- (e) For the purpose of these terms of trust, 'ancillary purpose' means a purpose that is necessary or desirable to achieve the sole purpose of the trust.

2.2 Priority of Principal Beneficiary

[Commentary: This clause is intended to ensure that the trustee considers what is in the best interest of the person with a severe disability.]

In carrying out their responsibilities under this clause, the Trustee is required:

- (a) to have regard to the nature and severity of the Principal Beneficiary's condition as well as the current and future care needs of the Principal Beneficiary;
- (b) to ensure the interests of the Principal Beneficiary are to take precedence over any interest or expectancy as to net income or capital of any Donor or Specified Beneficiary; and
- (c) to review the needs of the Principal Beneficiary at least annually and wherever possible, consult with the Principal Beneficiary's immediate caregiver and the Principal Beneficiary.

[Commentary: A more frequent consultation period may be preferable.]

2.3 Right of Occupation

With respect to all real property contributed to the Trust Fund by a Donor or acquired by the Trustee, in which the Principal Beneficiary lives ('the Residence'):

- (a) the Principal Beneficiary shall have a personal right of occupation in respect of the Residence for as long as they wish for their lifetime; and
- (b) the Residence may be sold and the proceeds used to acquire a substituted Residence to which the provisions of this sub-clause may apply, provided that in exercising their power pursuant to this paragraph, the Trustee shall act to achieve the sole and ancillary purposes of the trust, and have regard to the priority of the Principal Beneficiary as set out in the preceding sub-clauses.

2.4 Power to Accumulate Income

The Trustee may, in any Accounting Period, accumulate and retain as much of the income of the Trust Fund, if any, as is required to achieve the sole or ancillary purposes of the trust during that Accounting Period, as an addition to the Trust Fund.

[Commentary: This clause allows the trustee to decide to save some of the income each year rather than having to distribute it all. This gives the trustee flexibility in administering the trust assets and income. There may be tax issues relating to accumulation of income so the trustee should get professional advice before making a decision.

Paying income from a special disability trust for the care and accommodation needs of the principal beneficiary with a severe disability will not affect that person's income support entitlements.]

3 Trust Property Requirements

3.1 Contributions

The Trustee may accept Contributions from anyone who is eligible to be a Donor.

[Commentary: These provisions regulate the sources of the funds of the trust, consistent with Social Security and DVA rules. In particular, they prevent the person with a severe disability from providing funds to their 'own' trust except in limited circumstances.]

3.2 Non-acceptable Contributions

The Trustee shall not accept any of the following:

- (a) Contributions made by the Settlor other than the settled sum *;
- (b) conditional Contributions by any Donor;

[Commentary: This means that a donor cannot control how their gift is used. For example, if a person gives a property to the trust they cannot demand that the trust not sell the property. Once a gift has been made to the trust, it is the trustee who will decide how to use the trust assets for the care and accommodation needs of the beneficiary. This does not, however, stop the donor nominating to whom their proportion of the trust assets should be distributed when the trust comes to an end. See clause 4.2.]

- (c) any asset transferred to the trust by the Principal Beneficiary or the Principal Beneficiary's Partner unless:
 - (i) the asset is all or part of a bequest, or a superannuation death benefit; and
 - (ii) the bequest or superannuation death benefit was received not more than three years before the transfer;
- (d) any Compensation received by or on behalf of the Principal Beneficiary; or
- (e) any Contribution that would cause the Trustee to be in breach of the specific requirements set out in these terms of trust.

[Commentary: Clauses 3.3, 3.4 and 3.5 are intended to prevent the trust channelling assets back to the family, or undertaking other transactions with closely related parties, which might take the focus of the trust away from providing care or accommodation for the person with a severe disability and which would infringe the special disability trust rules.]

* Omit if trust established under a Will

3.3 Restrictions on Use of Trust Funds

- (a) The Trust Fund or any of the income of the Trust Fund cannot be used to purchase or lease property from an Immediate Family Member or a Child of the Principal Beneficiary, even if that property is to be used for the Principal Beneficiary's accommodation;

[Commentary: For example, the trust could not buy the property from an immediate family member. However, the immediate family member could give the property to the trust.]

- (b) For the purpose of this sub-clause, 'property' includes:

- (i) a right to accommodation for life in a residence; and
- (ii) a life interest in a residence.

3.4 Prohibition on Borrowing

The trustee must not borrow money, whether from a related or non-related party.

3.5 Further Prohibitions with regard to Related Parties

[Commentary: The objective of the trust fund is to pay for the principal beneficiary's care and accommodation costs. Lending funds to the related parties is not consistent with this objective.]

- (a) The Trustee must not;

- (i) lend from or give any other financial assistance using the Trust Fund or the income of the Trust Fund to; or
- (ii) intentionally acquire, except by way of a Contribution, property (other than a listed security acquired at market value) from; or
- (iii) employ, engage or pay any agent, contractor or professional person for any services in relation to the trust fund or the Principal Beneficiary who is; or
- (iv) enter into an uncommercial transaction with any person who is;

a related party;

- (b) For the purposes of this clause, 'related party' means:

- (i) the Settlor*;
- (ii) the Trustee, other than a Professional Trustee for the purposes of paragraph 5.1(a)(iii);
- (iii) a Donor;
- (iv) the Principal Beneficiary;
- (v) the Appointor;
- (vi) an Immediate Family Member;
- (vii) a parent or a sibling of anyone in any of the preceding sub-paragraphs of this paragraph;
- (viii) a descendant of anyone in any of the preceding sub-paragraphs of this paragraph;
- (ix) a Partner of anyone in any of the preceding sub-paragraphs of this paragraph; or
- (x) any entity (other than widely held entities) of which anyone in the any of the preceding sub-paragraphs of this paragraph is a director, shareholder, trustee or holds the power to appoint a director or trustee.

* Omit if trust established under a Will

3.6 Prohibition on Lending to Principal Beneficiary

[Commentary: The objective of the trust fund is to pay for the principal beneficiary's care and accommodation costs. Lending funds to the principal beneficiary or their partner is not consistent with this objective.]

The Trustee must not lend any of the Trust Fund or any of the income of the Trust Fund to the Principal Beneficiary or the Principal Beneficiary's Partner.

3.7 Donor Register

[Commentary: Keeping a record of the donors is important for establishing who receives the assets of the trust when it comes to an end. It can also be used to advise Centrelink of the contributions made to the trust.]

The Trustee must maintain a register of all Donors to the Trust Fund in accordance with Schedule A.

4 End of Trust

[Commentary: This provision regulates the winding up of the trust when it is no longer required or otherwise comes to an end. It allows the people who contribute assets to receive back their contributions, on a proportional basis, or to nominate someone else to whom the assets should be transferred. A parent of the beneficiary with a severe disability could nominate their other children or their grandchildren, for example. There may be issues under the gifting rules for someone who contributed assets if the trust comes to an end within 5 years of the contribution. In that case, you may need to obtain advice. This may also be a consideration in deciding whom to nominate to receive any assets, which become available at the end of the trust.]

4.1 Balance of Trust at the End Date

- (a) If, at the end date, after the payment of all taxes and expenses, the Trust Fund has not been fully expended on the purposes of the trust, or the income has not been fully allocated, the property of the Trust Fund and any unallocated income ('the balance of the Trust') shall be dealt with in accordance with the remainder of this clause;
- (b) If there is more than one Donor to the Trust Fund, the trustee shall identify each Donor's Contributions to the Trust Fund;
 - (i) calculate the percentage of each Donor's Contributions to the overall Contributions to the Trust Fund; and
 - (ii) apply the percentage to the balance of the Trust to determine the balance of each Donor's Contribution ('the Donor's Contribution Balance');
- (c) On the end date, the settled sum shall be deemed a Contribution made:
 - (i) If only one Donor, by the Donor; or
 - (ii) If more than one Donor, by the Donor who made the largest Contribution; or
 - (iii) If more than one made the equal largest Contribution, equally between those Donors.

4.2 Distribution of Trust Property at the End Date

- (a) The Trustee anticipates that a Donor may make a nomination at the time of contribution regarding the distribution of all or part of his, her or its Contribution Balance at the end date;
- (b) During the term of the trust:
 - (i) a Donor who is an individual may alter his or her nomination by making a subsequent valid nomination during the Donor's lifetime; and
 - (ii) a Donor that is an entity (such as the trustee of a deceased estate, the trustee of any other trust or a corporation) may alter its nomination by making a subsequent valid nomination for as long as the entity exists;

and the Trustee shall only have regard to the last valid nomination made by the Donor;

- (c) For any such nomination or subsequent nomination to be valid, the nomination must be:
 - (i) in the form set out in Schedule B;
 - (ii) submitted in writing to the Trustee; and
 - (iii) formally accepted by the Trustee in writing, and an endorsement by the Trustee on the form is sufficient for this purpose;
- (d) The Trustee may in its absolute discretion, refuse to accept a nomination or a subsequent nomination;
- (e) Where a Donor has nominated his or her estate, or where a Donor's Contribution Balance is to be dealt with under the terms of the Donor's last Will, an individual Donor is not required to notify the Trustee of any change to his or her last Will;

[Commentary: Note: alteration of a nomination once the trust is established may have state duty, capital gains tax and other tax consequences for the trust.]

- (f) At the end date, the Trustee shall distribute the Donor's Contribution Balance to the Specified Beneficiary in accordance with the Donor's last valid nomination in Schedule B;
- (g) If, with regard to all or any part of the Donor's Contribution Balance, the Donor has not made a valid nomination, or if any Specified Beneficiary cannot receive a distribution, the Trustee shall distribute that part of the Donor's Contribution Balance to the Donor, if living at the end date, or if not living, to the legal personal representative of the Principal Beneficiary.

5 The Trustee

5.1 Qualifications of the Trustee

[Commentary: The requirement for at least two trustees is aimed at protecting the principal beneficiary.]

- (a) The Trustee must:
 - (i) in relation to an individual:

- (1) be an Australian resident;
 - (2) not have been convicted of an offence against or arising out of a law of the Commonwealth, a State, Territory or a foreign country, being an offence of dishonest conduct;
 - (3) not have been convicted of an offence against or arising out of the Social Security Act, the Administration Act or the Veterans' Entitlement Act; and
 - (4) not have been disqualified at any time from managing corporations under the Corporations Act 2001;
- (ii) in relation to a corporation, be a corporation with two or more directors who comply with the requirements of sub-paragraph 5.1(a)(i); or
 - (iii) be a Professional Trustee who complies with the requirements of sub-paragraphs 5.1(a)(i) or 5.1(a)(ii);
- (b) If at any time the Trustee is not a corporation or a Professional Trustee, there must be two or more individuals acting jointly as Trustee.

5.2 Resignation of Trustee

Any Trustee may resign office by notice in writing given to the other Trustees and the Appointor (if any) and such resignation shall take effect upon such notice being given.

5.3 Trustee's remuneration

- (a) Any Trustee who is a Trustee Corporation shall be entitled to make all such usual and proper charges for both professional and other services in the administration of this Trust Fund and for the trustee's time and trouble as the trustee would have been entitled to make if not a Trustee and so employed;
- (b) Any trustee who is a Professional Trustee other than a Trustee Corporation, will be entitled to charge and be paid all professional or other charges for any business or act done by him or her, or his or her firm, in connection with the special disability fund hereof including acts which a trustee could have done personally as if he or she were not such a trustee.

[Commentary: You can make broader provisions about remuneration to trustees if you wish, subject to the limitations on payments to immediate family members and having regard to the sole purpose of the trust.]

5.4 Delegation of Powers

The Trustee may in writing delegate the exercise of all or any of the powers or discretion hereby conferred on the trustee to any other person or persons and may execute any powers of attorney or other instrument necessary to give effect to such purpose, however the Trustee (including the delegate) must at all times satisfy the requirements in sub-clause 5.1 regarding the qualifications of the Trustee.

[Commentary: The power of delegation operates in situations where the trustee is unable to act – for example, where the trustee has gone away for a time, or has been hospitalised for a short time but decisions need to be made about the operation of the trust. This clause should be used where the trustee does not want to resign, or should not be forced to resign, but is unable to exercise their duties for a definite period of time.]

5.5 Extent of Trustee Responsibility

No Trustee shall be responsible for any loss or damage occasioned by the exercise of any discretion or power hereby or by law conferred on the Trustee or by failure to exercise any such discretion or power where the Trustee has acted honestly and reasonably.

[Commentary: This clause limits the trustees' liability for mistakes or action which cause loss to the trust. The trustees will only be liable for acting knowingly and deliberately wrongly. This gives the trustees protection from many possible complaints, and confirms the trustees' freedom of action. However, if you want the trustees to be subject to stricter control, you can alter this clause to suit your requirements.]

5.6 Liability and Indemnity

[Commentary: This gives the trustees the right to be covered by the trust for any expenses or liabilities they incur from acting as trustees.]

Provided the Trustee has acted honestly and reasonably, the Trustee shall be entitled:

- (a) to be reimbursed and indemnified for all costs and expenses (including legal costs and state duty) incurred in relation to establishing, operating, administering, amending, terminating and winding up the Trust Fund; and
- (b) to be indemnified out of the assets for the time being comprising the Trust Fund against liabilities incurred by it in the execution or attempted execution or as a consequence of the failure to exercise any of the trusts authorities powers and discretions hereof or by virtue of being the Trustee of the trust;

but shall have no recourse against the Principal Beneficiary or any of the Donors or Specified Beneficiaries to meet such indemnity.

6 Management of Trust Funds

[Commentary: These provisions require the trustee to act prudently in managing the trust assets and investments.]

6.1 Powers of Trustee

- (a) The Trustee shall have such powers as are necessary to carry out their responsibilities under these terms of trust and to fulfil the sole and ancillary purposes, and may nominate any specific powers that they may require, save that the Trustees must at all times administer the fund in accordance with the relevant Act governing Trustees, the Social Security Act, the Administration Act and the Veterans' Entitlements Act, and these terms of trust;
- (b) Without limiting the generality of the above sub-clause, the Trustee shall have the specific power to open an account with a financial institution.

6.2 Standard of Care

The Trustee must, in managing the Trust Fund and the income generated from the Trust Fund (including exercising a power of investment):

- (a) if the Trustee's profession, business or employment is or includes acting as a Trustee or investing money on behalf of other persons, exercise the care, diligence and skill that a prudent person engaged in that profession, business or employment would exercise in managing the affairs of other persons; or
- (b) if the Trustee is not engaged in such a profession, business or employment, exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.

6.3 Investment Strategy

The Trustee must formulate and give effect to an investment strategy, for the purpose of satisfying and fulfilling the sole purpose as defined in clause 2. Subject to these needs, the investment strategy must have regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Trust Fund's investments having regard to its objectives and its expected cash flow requirements;
- (b) the composition of the Trust Fund's investments as a whole including the extent to which the investments are diverse or involve the Trust in being exposed to risks from inadequate diversification;
- (c) the effect of the proposed investment in relation to the tax liability of the trust;
- (d) the liquidity of the Trust Fund's investments having regard to its expected cash flow requirements; and
- (e) the ability of the Trust Fund to discharge its existing and prospective liabilities.

7 Appointment and Removal of Trustee

[Commentary: This clause shows the role of the appointor to control future changes of trustee. It also provides the means to resolve any deadlocks between the trustees, avoiding the need for court proceedings. You may adopt other means of dealing with any disputes.]

- (a) Subject to sub-clause 5.1, the Appointor may at any time by writing:
 - (i) remove from office any Trustee (other than a Trustee appointed by the Court);
 - (ii) appoint a new or additional Trustee; or
 - (iii) appoint a replacement Trustee for any Trustee who resigns as Trustee or ceases to be Trustee under any provision of these terms of trustor law;
- (b) If any Trustee forms the opinion that a deadlock exists in relation to the administration of the trust, the Trustees shall then be deemed to have resigned from their office and the Appointor, or if no Appointor, the resigning Trustees shall appoint a Professional Trustee (who is not a resigning Trustee) in accordance with this clause.

8 Reporting & Audit Requirements

8.1 Keep Accounts

The Trustee must keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Fund and all dealings connected with the Trust Fund.

8.2 Financial Statements & Reporting

[Commentary: The financial statements make up a financial report, which details the assets and liabilities, and income and expenditure of the trust.]

- (a) As soon as practicable after the end of each Accounting Period, the Trustee must prepare or cause to be prepared written financial statements showing the financial position of the trust at the end of that Accounting Period;
- (b) The financial statements must:
 - (i) where the Trustee is or includes a Trustee Corporation, be prepared in accordance with all regulatory and legislative requirements applying to a Trustee Corporation; or
 - (ii) otherwise, be prepared by a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants, who is not an Immediate Family Member of the Principal Beneficiary;
- (c) The Trustee must, on or before 31 March each year, forward to the Secretary the financial statements in relation to the previous financial year.

8.3 Audit Requirements

[Commentary: An audit is a formal examination of the trust's accounts and financial position by an independent party. It may also check on compliance with applicable laws, regulations and Centrelink and DVA requirements.]

- (a) An audit of the trust may be requested for the previous financial year ended on 30 June or other period as determined by legislative instrument pursuant to the Social Security Act or the Veterans' Entitlements Act by:
 - (i) the Principal Beneficiary;
 - (ii) an Immediate Family Member;
 - (iii) a legal guardian or financial administrator of the Principal Beneficiary (under Commonwealth, State or Territory law);
 - (iv) a person acting as guardian for the Principal Beneficiary on a long-term basis; or
 - (v) the Secretary;
- (b) If an audit request is received, the Trustee must within a reasonable time:
 - (i) cause an audit of the trust to be carried out unless already carried out for the relevant time period; and
 - (ii) provide a copy of the audit report to the person requesting the audit, to any guardian or administrator and to the Secretary;

- (c) The audit must be in accordance with the requirements of any legislative instrument made pursuant to 1209T(7) of the Social Security Act or 52ZZWG(7) of the Veterans' Entitlements Act;
 - (i) where the Trustee is or includes a Trustee Corporation, be carried out in accordance with all regulatory and legislative requirements applying to a Trustee Corporation; or
 - (ii) otherwise, be carried out by a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants, who is not an Immediate Family Member of the Principal Beneficiary or the person who prepared the Financial Statements.

9 Miscellaneous

9.1 Waiver of Contravention

[Commentary: This sub-clause gives the trustees the power to seek approval from Centrelink or DVA for the trust to continue as a special disability trust if the rules for special disability trusts have been infringed in some way.]

The Trustee shall have the power to:

- (a) seek a waiver of contravention from the Secretary in relation to contravention of any requirement of the Social Security Act or the Veterans' Entitlements Act by the trust which would disqualify the trust from being a special disability trust under the Social Security Act or the Veterans' Entitlements Act, if not for the contravention; and
- (b) take the necessary steps to comply with any conditions imposed by the Secretary by way of a waiver notice under section 1209U of the Social Security Act or section 52AAWH of the Veterans' Entitlements Act and any related legislative instrument made pursuant to these sections.

9.2 Amending the Trust

[Commentary: Another important role for the appointor.]

- (a) Save as provided in this sub-clause the terms of these terms of trust shall not be capable of being revoked added to or varied;
- (b) If there is for the time being an Appointor, the Trustee with the consent in writing of the Appointor, may at any time and from time to time by Deed amend the provisions whether of these terms of trust or of any Deed executed pursuant to this sub-clause but so that such amendment:
 - (i) shall be made only if it would not cause the trust to become non-compliant with the requirements of Part 3.18A of the Social Security Act or Division 11B of the Veterans' Entitlements Act in relation to special disability trusts; and
 - (ii) does not infringe any law against perpetuities; and
 - (iii) shall be made only if it is not made in favour of or for the benefit of or so as to result in any benefit to the settlor; and

- (iv) does not affect the beneficial entitlement to any amount allocated for or otherwise vested in the Principal Beneficiary prior to the date of the amendment.
- (c) The operation of this sub-clause shall not prevent:
 - (i) the Trustee accepting a nomination in accordance with subsection 4.2; and
 - (ii) the Trustee exercising its powers of nomination in accordance with sub-clause 6.1.

9.3 Definitions

In these terms of trust unless the context otherwise requires the following expressions shall have the following meanings:

'accounting period' means such period as the Trustee may from time to time determine to be an accounting period and subject to any contrary determination by it means such period of twelve months ending on the 30th day of June in each year PROVIDED firstly that the period commencing on the date of these terms of trust and ending on the 30th day of June next shall be an accounting period and secondly that the period commencing on the first day of July prior to the end date and ending on the end date shall be an accounting period.

'the Administration Act' means the Social Security (Administration) Act 1999 (Cth).

'the Appointor' means the person or persons named in these terms of trust, subject to any appointment to the contrary made in accordance with sub-clause 1.6.

'Child' in relation to a Principal Beneficiary has the meaning given to it by section 1209R of the Social Security Act and section 52ZZZWE(5) of the Veterans' Entitlements Act.

'Compensation' has the meaning given to it under Part 1.2 of the Social Security Act and under Division 5A of the Veterans' Entitlements Act.

'Contributions' are money, investments and other assets, donations, gifts, endowments, trust distributions and other forms of financial assistance paid or transferred by a Donor on an unconditional basis and accepted by the Trustee as additions to the Trust.

'Donor' means any person who makes a Contribution to the Trust Fund, but who is not the Settlor.

'Immediate family member' has the meaning given by section 23 (1) of the Social Security Act and section 5Q(1) of the Veterans' Entitlements Act.

'Invest' means employ funds in a manner permitted by these terms of trust and 'investment' shall have a corresponding meaning.

'Partner' has the meaning given by section 4(1) of the Social Security Act and section 5E(1) of the Veterans' Entitlements Act, whichever is applicable.

'Professional Trustee' means:

- (a) a Trustee Corporation; or
- (b) an Australian Legal Practitioner within the meaning of the (NSW) Legal Profession Act 2004 or the equivalent within its legislative equivalent in other Australian States or Territories.

'the Principal Beneficiary' means the person named in these terms of trust as the principal beneficiary and who fulfils the requirements set out in section 1209M of the Social Security Act or 52ZZZWA of the Veterans' Entitlements Act.

'Secretary' has the meaning given by section 23 of the Social Security Act and section 5Q of the Veterans' Entitlements Act.

'the Social Security Act' means the Social Security Act 1991 (Cth).

'Specified Beneficiary' means a person or entity nominated to receive a residuary benefit in accordance with the procedures set out in clause 4 and Schedule B.

'the Trustee' means the Trustee or Trustees for the time being of this Trust (as named in these terms of trust) whether original, additional or substituted.

'the Trust Fund' means:

- (a) the settled sum;
- (b) all moneys and other property of any description whatsoever paid or transferred to and accepted by the Trustee as additions to the Trust Fund;
- (c) the accumulation of net income as provided for in sub-clause 2.4;
- (d) all accretions to the Trust Fund;
- (e) the investments and property from time to time representing the moneys property accumulations accretions and additions or any part or parts thereof respectively.

'Trustee Corporation' means:

- (a) a corporate body authorised by and regulated under the (NSW) Trustee Companies Act 1964 or its equivalent in other Australian States or Territories to carry on business as a trustee company; and
- (b) the Public Trustee created by the (NSW) Public Trustee Act 1913 or its equivalent in other Australian States or Territories.

'Uncommercial Transaction' means the provision of a financial or other benefit on terms which:

- (a) would not be reasonable in the circumstances if the benefit were provided under an agreement arrangement between independent parties dealing at an arm's length with each other in relation to the transaction; or
- (b) are more favourable to the party to the transaction (not being the Trustee) than the terms referred to in paragraph (a) of this definition;

and which a reasonable person in the position of the Trustee would not have entered into having regard to all relevant circumstances.

'Veterans' Entitlement Act' means the Veterans' Entitlements Act 1986 (Cth).

9.4 Interpretation

In these terms of trust:

- (a) The singular includes the plural and vice versa, each gender includes the other genders and references to persons include corporations and other legal persons;

- (b) References to any statute shall include any statutory amendment or re-enactment thereof or statutory provisions substituted therefore;
- (c) Headings are inserted for ease of reference and do not form part of these terms of trust and shall not affect the construction of these terms of trust;
- (d) If by reason of the inclusion of any word, description or provision in these terms of trust, all or any part of these terms of trust would be invalid, then these terms of trust is to be construed as if the word, description or provision were not included in these terms of trust.

9.5 Applicable Law

These terms of trust are governed by the laws of [State/Territory to be inserted].

[Commentary: Note: these execution clauses are not required if the trust is established by Will.
A will must be executed in accordance with the formalities in the relevant law governing Wills.]

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by]
[SETTLOR]]
in [State] in the presence of:]

.....
Witness

EXECUTED by [TRUSTEE CO] PTY LTD
(ACN [number]) in accordance with the
Corporations Act:

..... **Director**
..... Director/Secretary

SIGNED SEALED AND DELIVERED by]
[TRUSTEE]]
in [State] in the presence of:]

.....
Witness

SIGNED SEALED AND DELIVERED by]
[TRUSTEE]]
in [State] in the presence of:]

.....
Witness

Schedule A

Special Disability Trust Asset Register

Donor One

Full Name:		
Address:		
Contribution description	Market value of Contribution at time of transfer	Date of Contribution

Donor Two

Full Name:		
Address:		
Contribution description	Market value of Contribution at time of transfer	Date of Contribution

Schedule B

Nomination of Specified Beneficiary Form

[If a Donor wishes to make a nomination, this form is to be completed when the Donor makes their initial contribution. This nomination will apply to subsequent contributions made by the same Donor]

Donor Name:

Address:

To the trustee:

Upon the end of the trust, I nominate the following person or persons to receive my Donor's Contribution balance: [Note: Repeat the alternatives below as required]

Specified Beneficiary	% Contribution Balance
<input type="checkbox"/> Myself, or if I am deceased, then my legal personal representative. [Note: the Will of the donor, or the intestacy laws as they apply to the donor's estate, will govern the distribution in this case.] %
<input type="checkbox"/> The legal personal representative of the Principal Beneficiary. [Note: the Will of the Principal Beneficiary, or the intestacy laws as they apply to the Principal Beneficiary's estate, will govern the distribution in this case.]	
<input type="checkbox"/> a) My [husband/wife/partner/child/niece/nephew/friend] [full name] of [address]. %
b) If on the end date, [name] is not surviving, then the children of [name] who are surviving, and if more than one as tenants in common in equal shares. %
c) If on the end date, no person specified in two preceding paragraphs is surviving, then the legal personal representative of [name]. %
<input type="checkbox"/> In accordance with any directions I may leave in my last Will that are specific as to the distribution of my Donor's contribution balance of this trust. [Note: If no directions are included in the Will, the default provisions as set out in subclause 4.2 will apply.] %

[Full name of charity, and if applicable, ACN or ARBN] of %
[address of charity].

[Note: Always include if there are any gifts to charities] **With respect to any distribution to a charitable organisation pursuant to this nomination:**

a) if the organisation cannot receive a gift, then that gift shall be made to the charitable organisation in Australia that the trustees consider most nearly fulfils the objects I intend to benefit; and

b) the receipt of the authorised officer for the time being, of the organisation benefiting under this clause shall be sufficient discharge to the trustees.

Other %

Signed:

[Donor]

[Witness]

Dated:

Dated:

Ir-4 Taqsima

L-aħħar kliem

Aħseb sewwa dwar dak li trid għat-tifel jew tifla tiegħek jew membru ieħor tal-familja b'diżabbiltà.

Aħdem dwar il-viżjoni tiegħek u ibda pjan kif se tasal għaliha.

Ftu parir u bil-għaqaq ikkonsidra l-implikazzjonijiet fis-sitwazzjoni tiegħek.

Ftares lejn kwistjonijiet ta' taxxa u sapport tad-dhul fil-kuntast kollu ta' dak li huwa ippjanar ta' propjetà tajba għat-tifel jew tifla tiegħek jew membru ieħor tal-familja b'diżabbiltà.

Ikkunsidra jekk trust ta' diżabbiltà speċjali ikunx siewi għas-sitwazzjoni tiegħek jew le.

Agħmel deċiżjonijiet u implimentahom.

Dwar l-awturi

Stephen Booth

Stephen Booth huwa sieheb fid-ditta tal-liġi Coleman & Greig. Għandu aktar minn 20 sena esperjenza f'pariri lill-ġenituri ta' nies b'diżabbiltà, partikularment b'diżabbiltajiet intelletwali, dwar ippjanar ta' propjetà u testmenti, u fuq kwistjonijiet legali oħra li għandhom x'jaqsmu ma' diżabbiltajiet. Huwa kellew lil ħafna gruppi ta' ġenituri u organizzazzjonijiet ta' diżabbiltà u kien involut fl-Intellectual Disability Rights Service (NSW) u organizzazzjonijiet ta' pariri liċ-ċittadini.

Stephen huwa wkoll l-awtur ta' gwida ta' kif isir testment għal ġenituri ta' nies b'diżabbiltajiet intelletwali u kiteb kapitli għal manwal ta' l-avukati li jagħti direzzjoni lil avukati dwar dan il-qasam tal-prattika tal-liġi.

Allan Swan

Fil-ħajja professjonali tiegħu, Allan jaqsam il-ħin tiegħu bejn:

- ▶ principjal f'ditta tal-liġi Moores Legal, jipprattika f'oqsma ta' propjetà;
- ▶ jippjana u jagħmel struttura;
- ▶ preżentatur għal organizzazzjonijiet professjonali, prattiċi professjonali; u
- ▶ gruppi komunitarji; u
- ▶ awtur u lecturer f'ippjanar ta' propjetà, trusts u suġġetti relatati.

L-interessi tiegħu fl-ippjanar ta' propjetà inizjalment beda minħabba esperjenza tal-familja (inkluż farms tal-familja) u l-involviment personali tiegħu ma' familji bi tfal intelletwalment b'diżabbiltà -oħt Allan li issa mietet, Janice twieldet b'diżabbiltajiet fiżiċi u intelletwali severi u oħtu tar-rispett, Heather għandha ħafna diffikultajiet x'tikkumbatti ħajjitha kollha, inkluza, vista baxxa ta' dawl u relattivament awtiżmu sever.

Trusts ta' Dizabbiltà Speċjali Kif tirranġa l-affarijiet: Ippjanar għall-Futur: Nies b'Dizabbiltà

FaCSIA 0462.0705