



Parties

Between: THE PUBLIC TRUSTEE OF QUEENSLAND ABN 12 676 939 467 C/- 444 Queen Street, Brisbane, Queensland
(the Public Trustee, *we, us or our*)

And: THE PERSON OR PERSON DESCRIBED IN THE APPLICATION FORM AS “PRINCIPAL”
(*you or your*)

This agreement is made up of the following:

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You have requested that we act as Nominated Person under your EPA made under the *Powers of Attorney Act 1998* (Qld).

A. Who is a Nominated Person?

You can appoint a Nominated Person as part of the Terms and Instructions you give to your Attorney in your EPA document. If you appoint a Nominated Person, your Attorney has to provide the information you specify in the EPA to the Nominated Person.

Under the *Public Trustee Act 1978* (Qld), if the Public Trustee is appointed to any role, including as your Nominated Person, such an appointment is subject to us giving consent to the appointment.

We will consent to act as your Nominated Person for Financial Matters only if the conditions for acceptance set out in the Public Trustee of Queensland’s Nominated Person Policy appearing in Schedule 4 of this agreement are met and you (personally or by your Attorney) enter into this



agreement with us. We will perform, as your Nominated Person, only the Services that are set out in this agreement.

B. Cost of us acting as your Nominated Person

Schedule 2 sets out our Fees under the agreement. You must also pay our Outlays.

C. Information required

If we act as your Nominated Person, we will receive information about you, your Attorney, and possibly about other persons.

We manage personal information we collect in the course of providing our services or performing our activities, functions and duties pursuant to the *Public Trustee Act 1978* (Qld). We respect the privacy of the personal information held by us. The way in which we manage personal information is governed by the *Information Privacy Act 2009* (Qld). This means there are restrictions on how we can use and when we can disclose your personal information. We generally do not disclose your personal information outside of our offices unless we are required to do so by law or unless you have given us your consent to such disclosure.

We will deal with any personal information that we collect about you in accordance with our privacy statement which can be found at <https://www.pt.qld.gov.au/media/1070/privacy-statement.pdf>. We can provide you with a printout of our privacy statement on request. By entering into this agreement, you authorise us to publish and disclose your personal information where it is necessary for us to perform the Services under this agreement.

If you have any enquiries, concerns or complaints about the way in which we have managed personal information you have provided to us you should contact The Privacy Officer, Governance & Risk, The Public Trustee, GPO Box 1449, Brisbane Queensland, 4001 or by email to governance@pt.qld.gov.au.

D. Law Governing this Agreement

You agree that the laws of the State of Queensland govern this agreement and any dispute may be decided by a Queensland Court.

E. Services

1. Services we will provide

- 1.1 If you appoint us as Nominated Person under your EPA, then, subject to the terms of this agreement, we will perform the Services for you (**Services**).
- 1.2 The Services are dependent on the breadth of the Notifiable Information and Documents described in the EPA and any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii), and the extent of our Services will be informed by the instructions in the EPA and may include:



- (a) Reviewing the Notifiable Information and Documents provided to us by your Attorney and any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii);
- (b) Liaising with your Attorney(s) for Financial Matters, your Attorney(s) for Personal (including Health) Matters and/or your Nominated Person(s) for Personal (including Health) Matters at our discretion;
- (c) Forming a view, based on the Notifiable Information and Documents available to us and any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii), whether your Attorney may have acted in breach of your EPA and/or the *Powers of Attorney Act 1998* in administering your Financial Matters;
- (d) Communicating the results of our review to:
 - (i) you and your Attorney; and/or
 - (ii) the Public Guardian, if we form a view that your Attorney may have acted in breach of the EPA and/or the *Powers of Attorney Act 1998* in relation to your Financial Matters; and
- (e) Applying to the Queensland Civil and Administrative Tribunal for an order pursuant to the *Powers of Attorney Act 1998* (including in the event of disagreement between you and your Attorney or between your Attorneys (if more than one)) PROVIDING HOWEVER you agree that the Public Trustee is able to unilaterally form a view that it is appropriate to apply to the Queensland Civil and Administrative Tribunal in relation to your EPA and/or the administration of your Financial Matters and in such case the Public Trustee may be reimbursed the reasonable fees and outlays (including legal expenses) for making such an application.

1.3 We will perform the Services with an appropriate level of skill and knowledge for work of this type.

1.4 We will perform the Services within a reasonable period of time having regard to the volume and complexity of the Notifiable Information and Documents and any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii).

1.5 We will communicate with you and your Attorney via email.

2. What we will not do

2.1 We will not perform a forensic accounting or audit of the Notifiable Information and Documents or any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii) as part of the Services.

2.2 We will not provide legal or financial advice to you or your Attorney or act as a legal representative, financial advisor or auditor for you or your Attorney.

2.3 We will not determine when your EPA commences, if it does not commence immediately.



- 2.4 We do not take responsibility for your Attorney's actions or omissions and we accept no liability for losses that you or your estate may suffer as a result of your Attorney's actions or omissions.
- 2.5 We will not apply to the Queensland Civil and Administrative Tribunal for an order removing your Attorney or revoking your Enduring Power of Attorney and appointing us as your Attorney for Financial Matters or Administrator; however, it is within the discretion of the Queensland Civil and Administrative Tribunal to make such an order on their own initiative.

3. Your acknowledgement and warranty

3.1 You acknowledge and agree that:

- (a) aside from the Services, we are not required to and do not undertake that we will take any action for you, your Attorney or any other person, including taking any steps to prevent loss to you or any other person;
- (b) we are not required to and do not undertake that we will
 - (i) Examine the EPA, other than to confirm that it is validly executed and effective and we are named as Nominated Person;
 - (ii) Seek information about your Financial Matters from your Attorney or any other person if the Notifiable Information and Documents is not sufficient, in our view, to satisfy us that the Attorney is complying with the EPA and the *Powers of Attorney Act 1998*;
 - (iii) Accept and review documents relating to your Financial Matters other than the Notifiable Information and Documents or any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii);

but we may do so, at our absolute discretion;

- (c) we are not liable for any loss or damage to you, your Attorney or any other person arising from or in connection with our performance or this Agreement, the Services or your EPA except for our negligence or breach of this agreement. Our liability (if any) is limited to the amount of fees paid under this agreement. You indemnify us from all liabilities, actions, claims or demands of any kind which may be made or brought by any person or persons against us as a consequence of any action or steps taken in performance of this agreement or as your Nominated Person generally;

3.2 You warrant that you:

- (a) have the legal capacity and power to enter into this agreement and have obtained all necessary consents and approvals to do so;
- (b) have not entered into this agreement in reliance on any representations by or on behalf of the Public Trustee which are not set out in this Agreement; and



- (c) have obtained independent legal and financial advice (or were given the opportunity to obtain independent legal and financial advice but elected not to do so) before entering into this agreement.

F. Operation of Agreement

4. Commencement

4.1 This agreement commences on the date it is signed by both parties.

4.2 We will start performing the Services when:

- (a) The agreement is signed by both parties; and
- (b) We receive:
 - (i) A certified copy of your EPA;
 - (ii) Written confirmation from you or your Attorney that your EPA has commenced, if it does not commence immediately;
 - (iii) The Notifiable Information and Documents from your Attorney; and
 - (iv) Payment of the Initial Instruction fee calculated in accordance with Schedule 2.

5. End of agreement

5.1 We may terminate this agreement and/or stop performing the Services if:

- (a) We cannot contact you or your Attorney using the details provided by you or your Attorney in Your Application Form or subsequently advised to us in writing;
- (b) Your Attorney does not provide us with the Notifiable Information and Documents and any documents obtained and reviewed at our discretion under clause 3.1(b)(ii) and (iii);
- (c) We do not receive payment of our Fees calculated in accordance with Schedule 2 or any part of them under this agreement;
- (d) We determine that we can no longer perform the Services or the agreement by law;
- (e) Our rights, duties and obligations as Nominated Person are changed, whether under the *Powers of Attorney Act 1998* (Qld) or any other order or law;
- (f) Your EPA is suspended;
- (g) You or your Attorney do not comply with any of the terms of this agreement; or
- (h) We receive notification from you or your Attorney that you do not have sufficient financial resources to pay for the Public Trustee's services to act as the Nominated Person.



- 5.2 Subject to Clause 7.6, this agreement will end if your EPA is revoked, overtaken or otherwise comes to an end.
- 5.3 You may terminate this agreement at any time whilst you have capacity to revoke your EPA. Your Attorney cannot terminate this agreement and you hereby direct your Attorney not to do so unless your Attorney obtains a direction or approval from the Queensland Civil and Administrative Tribunal or the Supreme Court of Queensland.
- 5.4 You must promptly notify us if your EPA is suspended, revoked, overtaken or otherwise comes to an end.
- 5.5 Unless you state otherwise in your EPA, our termination of this agreement does not affect your Attorney's duties under your EPA.
- 5.6 You acknowledge that:
 - (a) We consent to act as your Nominated Person and enter into this agreement on the basis that, at the time we commence the Services, the terms of your EPA will be the same as we are advised when we signed this Agreement; and
 - (b) If the terms of your EPA change, we may withdraw our consent and avoid this agreement.

6. Ownership of Documents

- 6.1 You agree that our Working Papers produced in performing the Services belong to us.

7. Fees

- 7.1 For performing the Services, we will charge our Outlays as defined in Schedule 1 of this Agreement and the Fees calculated in accordance with Schedule 2 of this agreement comprising:
 - (a) Initial instruction fee; and
 - (b) Hourly rate for all subsequent work.
- 7.2 You will be personally liable for our Fees calculated in accordance with Schedule 2 and Outlays regardless of the value of your assets.
- 7.3 We will provide an invoice for the Fees calculated in accordance with Schedule 2 and Outlays to you and to your Attorney.
- 7.4 If an invoice remains unpaid for 30 days of becoming due for payment, we may charge interest on the unpaid amount at the rate fixed by the Public Trustee pursuant to s20(4) of the *Public Trustee Act 1978* (Qld).
- 7.5 If you or your Attorney is of the view that you do not have sufficient resources to pay our Fees and Outlays, you or your Attorney must promptly notify us in writing. If we do not terminate this agreement, and you no longer have capacity, the Attorney must apply to



the Queensland Civil and Administrative Tribunal for an order pursuant to the *Powers of Attorney Act 1998*. If your Attorney does not apply to the Queensland Civil and Administrative Tribunal within a reasonable time, the Public Trustee, may apply to the Queensland Civil and Administrative Tribunal in accordance with clause 1.2(e).

- 7.6 If this agreement is terminated because your EPA is revoked, overtaken or otherwise comes to an end:
- (a) We may continue to perform the Services and charge Fees calculated in accordance with Schedule 2 for the Services until we are notified that your EPA is revoked, overtaken or has otherwise come to an end and provided with a copy of the relevant order, document or certificate as evidence; and
 - (b) We are entitled to recover our Fees calculated in accordance with Schedule 2 for the period up until we are notified that your EPA is revoked, overtaken or has otherwise come to an end.

7.7 If the EPA is suspended:

- (a) We may continue to perform the Services and charge Fees calculated in accordance with Schedule 2 for the Services until this agreement is terminated; and
- (b) We are entitled to recover our Fees calculated in accordance with Schedule 2 for the period up until this agreement is terminated.

G. Concerns and complaints about our services

We are committed to ensuring that Services we provide to you are relevant and that you are satisfied with the Services. Our formal policy for dealing with concerns and complaints about our Services is available on our website at: <https://www.pt.qld.gov.au/media/1472/complaint-management-policy.pdf>

H. What to do if you have a complaint

If you have a concern or complaint about our Services, in the first instance, you should contact the officer you have been dealing with. That officer will attempt to resolve your concerns or complaint.

If you are dissatisfied with the response from the officer, you should contact the Manager of the business unit.

You are encouraged to play an active part in the resolution of your concerns or complaint by providing as much relevant information as possible to enable us to find a solution to the issue in question.

If you are dissatisfied with the response of the Manager, you have a range of options to have your concern or complaint reconsidered. You may phone our Complaints Line on 1800 014 536 Monday to Friday 8:15am – 5pm, or email your complaint to complaints@pt.qld.gov.au or write to The Complaints Officer, The Public Trustee, GPO Box 1449, Brisbane Queensland, 4001.



Sign here if you are the Principal (the person making the EPA) and you are signing this Agreement personally:

Signed by [insert name], Principal,
on / /20 in the presence of:

Signature of **Principal**

Signature of witness

Name of witness (print)

Sign here if you are signing this Agreement as Attorney under the EPA:

Signed by [insert name], Principal,
by the Principal's attorney [insert name]
on / /20 in the presence of:

Signature of **Attorney**
who declares they have no notice of
revocation, termination or suspension of the
EPA

Signature of witness

Name of witness (print)

Signed by [insert Executive Director's name],
[insert Executive Directors' title], as delegate for
the **Public Trustee of Queensland**,
on / /2021 in the presence of:

Signature of [insert Executive Director's
name]

Signed as delegate for the public trustee under
section 11A of the *Public Trustee Act 1978*

Signature of witness

Name of witness (print)



Schedule 1 - Definitions

Attorney	means the person or persons you appoint as your attorney or attorneys for Financial Matters under your EPA and named in Schedule 3 of this Agreement.
EPA	means the prescribed form of Enduring Power of Attorney referred to in Schedule 3 of this Agreement signed by you and your Attorney/s in accordance with the <i>Powers of Attorney Act 1998</i> (Qld), in which you name us as your Nominated Person for Financial Matters.
Financial Matters	has the meaning given in Schedule 2, Part 1 of the <i>Powers of Attorney Act 1998</i> (Qld).
Nominated Person	means the person you appoint in your EPA, to whom your Attorney is required to provide information and/or documents as part of the Terms and Instructions to your Attorney/s.
Notifiable Information and Documents	means the information and documents you direct your Attorney/s to provide to us, your named Nominated Person, under the Terms and Instructions (notification for financial matters) section of your EPA.
Outlays	means the relevant expenses we may incur to perform the Services, including but not limited to postage, courier fees, searches of the Queensland Land Title register, searches of the bankruptcy register and extracts from the Australian Securities and Investments Commission.
Public Guardian	means the Public Guardian and the office of the Public Guardian established under the <i>Public Guardian Act 2014</i> (Qld), or any successor to the role and functions of the Public Guardian and office of the Public Guardian.
Public Trustee	means the Public Trustee of Queensland and the office of the Public Trustee established under the <i>Public Trustee Act 1978</i> (Qld), or any successor to the role and functions of the Public Trustee and office of the Public Trustee.
Working Papers	means our files and records of acting as Nominated Person, including but not limited to correspondence, file notes, internal memoranda, bills and accounts, but excluding the Notifiable Information and Documents and any documents obtained by us under clause 3.1(b) (ii) and (iii)..



Schedule 2 - Fees

Initial instruction fee

The amount equivalent to one hour's service at the Hourly rate which time will be used towards reviewing initial documentation received from you or your Attorney, setting up the new matter in the Public Trustee's customer management system, and attending to initial communications.

Hourly rate

The hourly rate as provided under Schedule 15 of the *Public Trustee (Fees and Charges Notice) (No. 1) 2020* and as varied and gazetted from time to time, and which is current as at the date the services are provided by the Public Trustee.



ASSET AND LIABILITY INFORMATION

This information is collected for the purposes of considering your application for the Public Trustee to accept appointment as your Nominated Person for Financial Matters and acting as your Nominated Person.

Assets	Value (Joint)	Value (Sole)
Superannuation	NA	
Cash and Money in Bank		
Shares, Bonds, Etc		
Motor vehicles		
Household furniture and effects		
Interests in Business, Partnerships, Trusts		
Other Assets or Investments		
TOTAL	\$	\$

Liabilities	Value (Joint)	(Value (Sole))
Mortgages		
Loans		
Credit Cards		
Other		
TOTAL	\$	\$



For security reasons, please do not electronically transfer any funds other than in response to a written request on the Public Trustee's letterhead.

Once you have a customer reference number please pay the Initial Instruction Fee using the following details:

Account Name: Public Trustee of Queensland

Account Number: 0009 0244

Bank: Commonwealth Bank of Australia

BSB: 064 006

Reference: (Your customer reference number as provided by Public Trustee staff)

Schedule 4 – Nominated Person Policy



Nominated Person Policy

Version	Approved by	Approval date	Effective date	Next review
2.0	A/Executive Director Investment & Finance Services & CFO	15 March 2021	15 March 2021	30 June 2021
Policy Statement				
Purpose	The purpose of this policy is to outline the basis on which the Public Trustee of Queensland (“the Public Trustee”) will consent to act as a Nominated Person, a role that can be created by an Enduring Power of Attorney made pursuant to the <i>Powers of Attorney Act 1998</i> on or after the 30 th of November 2020.			
Scope	This policy applies to all Public Trustee employees including permanent, temporary, and casual employees and contractors. This policy does not apply to appointments of the Public Trustee as Attorney for financial matters pursuant to s. 35 of the <i>Public Guardian Act 2014</i> .			
Policy Provisions				

1. Background:

- 1.1 The Nominated Person is a new role introduced by the Enduring Power of Attorney forms approved for use from 30 November 2020, pursuant to s. 11 and s. 161 of the *Powers of Attorney Act 1998* (“the Approved Forms”). From 30 November 2020 a Principal may, in addition to appointing an Attorney under an Enduring Power of Attorney, also nominate one or more persons to receive from the Attorney notifications for personal (including health) matters and for financial matters.
- 1.2 It is intended that the Principal can appoint a trusted person who their Attorney is required to notify of certain information at certain intervals. This trusted person is called the Nominated Person in the Approved Forms.
- 1.3 For financial matters, the suggested information in the Approved Forms that a Principal can require an Attorney to provide to the Nominated Person includes: -
 - written notice that the Attorney intends to begin exercising power for financial matters under the Enduring Power of Attorney before exercising the power for the first time;
 - all financial records and accounts;
 - records relating to transactions above a nominated amount that is specified in the Enduring Power of Attorney;
 - records and accounts for all assets including property, investments and vehicles;
 - summaries of income, expenditure and assets;
 - copies of financial management plans and financial advice obtained; and
 - any other information that the Principal completes as being required to be provided by the Attorney to the Nominated Person in substitution for or in addition to those above options chosen by the Principal.

(“the Requested Information”)
- 1.4 The Enduring Power of Attorney allows the Principal to not only specify the timeframe within which the Attorney must provide the Nominated Person with the Requested Information, but also allows the Principal to give the Nominated Person the ability to seek the Requested Information at any time.

2. The Role of the Public Trustee

2.1 Section 27 (3) the *Public Trustee Act 1978* provides that the Public Trustee's appointment to any office or capacity shall be subject to the Public Trustee consenting to it.

2.2 The level of service required of the Public Trustee as a Nominated Person will depend on the amount of the Requested Information which the Principal requests the Attorney to send to the Nominated Person, the extent to which the Attorney complies with any terms of the Enduring Power of Attorney s to provide the Requested Information, and on the complexity of the financial affairs of the Principal.

The level of service required may also depend on whether the Attorney for financial matters is the same as the Attorney for personal matters and whether a Nominated Person for personal matters has been appointed. The Public Trustee will, if necessary, liaise with the Attorney for personal matters and/or the Nominated Person for personal matters.

2.3 The Public Trustee is prepared to offer a service based on an hourly rate to those customers wishing to appoint the Public Trustee as a Nominated Person but will retain the discretion to refuse to accept an appointment as a Nominated Person if the level of service required cannot be readily met within the Public Trustee's existing resources.

2.4 The Public Trustee's delegate may consent to acting as the Nominated Person only in the following circumstances: -

- The proposed role relates to financial matters, not personal (including health matters);
- The Public Trustee is the sole Nominated Person for financial matters;
- The Public Trustee has been notified in writing that the Public Trustee has been named as the sole Nominated Person for financial matters;
- The Public Trustee has received a certified copy of a fully executed Enduring Power of Attorney that appears to be validly executed and effective;
- The Public Trustee has received no information that gives the Public Trustee reasonable cause to question whether the Enduring Power of Attorney is valid;
- The Public Trustee has been provided with current contact details for the Principal and the Attorney;
- The terms in the Enduring Power of Attorney as to the Requested Information to be provided to the Nominated Person, and the regularity in which the Requested Information is to be provided to the Nominated Person is, in the opinion of the Public Trustee, reasonable;
- The Public Trustee is not the named Attorney in the Enduring Power of Attorney;
- The Public Trustee is satisfied that the Principal has sufficient funds to pay the Public Trustee's fees; and
- The Principal has entered into a Nominated Person Service Fee Agreement in the form issued by the Public Trustee from time to time or, in the event this has not occurred, the Attorney, when the Enduring Power of Attorney has become operative, has executed a Nominated Person Service Fee Agreement on behalf of the Principal.

("the Consent Conditions")

2.5 The onus of notifying the Public Trustee that the Public Trustee has been named as the sole Nominated Person for financial matters, and the provision of a certified copy of the Enduring Power of Attorney and the current contact details for the Attorney and the Principal will be the responsibility of the Principal and/or the Attorney.

3. The Public Trustee's Nominated Person Service Fee Agreement

3.1 The Public Trustee will charge fees for acting as a Nominated Person. Those fees may vary over time and are intended to be paid out of the assets of the Principal regardless of the value of the net assets of the Principal.

- 3.2 The Principal, or in the event the Attorney is proposing to sign the Nominated Person Service Fee Agreement on behalf of the Principal, may wish to obtain independent financial and legal advice before entering into the Nominated Person Service Fee Agreement.
- 3.3 The Public Trustee's Nominated Person Service Fee Agreement will be published on the Public Trustee's website, together with this Policy, and will outline: -
- the fees that the Public Trustee will charge to undertake the role of Nominated Person on an hourly basis at the "hourly rate" as that term is defined in the Public Trustee's Fees and Charges Notice issued from time to time;
 - the payment conditions;
 - the obligation on the Principal or the Attorney (if the Principal has impaired capacity) to notify the Public Trustee if the Principal does not have sufficient resources to pay for the fees under the Nominated Person Service Fee Agreement;
 - the role of the Public Trustee will undertake for the fees (Nominated Person Services);
 - the basis on which the Public Trustee will consent to provide Nominated Person Services;
 - the role the Public Trustee will play in the event that the Attorney fails to provide payment of the Public Trustee's fees; and
 - the circumstances when the Public Trustee can terminate the Nominated Person Services.

4. The Role of the Financial Attorney

- 4.1 A financial attorney must comply with the relevant provisions of the *Powers of Attorney Act 1998*; with the terms and instructions provided to the Attorney in the Enduring Power of Attorney; and any directions given to the Attorney by QCAT or the Supreme Court.
- 4.2 Subject to paragraph 4.3, if the Principal has not signed a Nominated Person Service Fee Agreement whilst the Principal is capable, the Public Trustee will send a Nominated Person Service Fee Agreement to the Attorney and request that the Attorney either complete the Nominated Person Fee Agreement or apply to QCAT for a change to the terms of the Enduring Power of Attorney pursuant to the *Powers of Attorney Act 1998*.
- 4.3 If the Attorney is not prepared to sign a Nominated Person Service Fee Agreement in the standard form approved by the Public Trustee's delegate from time to time, the Public Trustee may consider any variations to the standard form of the Nominated Person Service Fee Agreement proposed by the Attorney. The Public Trustee may refuse to agree to any proposed variations to the standard form of the Nominated Person Service Fee Agreement at the Public Trustee's discretion.
- 4.4 If the Attorney has procedural questions regarding the Attorney's obligations to comply with the Enduring Power of Attorney; the relevant provisions of the *Powers of Attorney Act 1998*; or the application to QCAT; the Public Trustee will make attempts to assist the Attorney however the Public Trustee cannot provide legal advice to the Attorney and cannot agree to any amendments to the Enduring Power of Attorney. If the Attorney does not:
- complete the Nominated Person Service Fee Agreement (including any varied Nominated Service Fee Agreement referred at paragraph 4.3) within a reasonable time from being requested to do so by the Public Trustee; or
 - apply to QCAT for a change to the terms of the Enduring Power of Attorney pursuant to the *Powers of Attorney Act 1998* within a reasonable time from being requested to do so by the Public Trustee; and/ or

- comply with the terms in the Enduring Power of Attorney for the Attorney to provide information to the Public Trustee as the Nominated Person

and /or the Principal and the Attorney, or the Attorneys for financial matters (where there is more than one), cannot agree on any of the actions set out above in this paragraph 4.4, the Public Trustee may take the action at paragraph 4.5, unless there are directions to the contrary in the Enduring Power of Attorney or directions to the contrary issued by QCAT or the Supreme Court.

- 4.5 If the events at paragraph 4.4 occur, the Public Trustee may at the Public Trustee's discretion apply to QCAT for:
- a. directions on the Public Trustee's continued role as Nominated Person and/or a change to the terms of the Enduring Power of Attorney pursuant to the *Powers of Attorney Act 1998*; and
 - b. payment of the Public Trustee's costs of the application.
- 4.6 An application to QCAT under paragraph 4.5 will be only be made if approved by the Public Trustee's QCAT Referral Panel. The Public Trustee will not seek an Order for the Public Trustee to be appointed as Attorney providing however this will not prevent QCAT appointing the Public Trustee as Attorney or Administrator on its own initiative.
- 4.7 The Public Trustee's costs and any legal costs associated with the steps referred in paragraph 4.5, that cannot be recovered from the Principal, will be recorded as advised by the Executive Director, Investment & Finance Services & CFO.

5. The Role of the Public Guardian

- 5.1 The Office of the Public Guardian promotes and protects the rights and interests of adults with impaired decision-making capacity under the *Public Guardian Act 2014*. The Office of the Public Guardian has power to investigate any complaints or allegations of abuse, neglect, exploitation and inappropriate or inadequate decision-making arrangements related to adults with impaired capacity, including actions by an Attorney.
- 5.2 The Public Trustee will notify the Office of the Public Guardian if, after performing the Nominated Person Services, it appears to the Public Trustee the Attorney may be acting in a way that is inconsistent with the Attorney's duties under the Enduring Power of Attorney in relation to the adult's financial matters, the *Powers of Attorney Act 1998*; or any order of QCAT or the Supreme Court.

6. Reporting and Contact

- 6.1 The delegation to consent to the Public Trustee acting as Nominated Person will initially be given to the Executive Director, Investment & Finance Services & CFO.
- 6.2 The Nominated Person Services will be initially provided by Customer Services. A review of the volume and complexity of the work required to provide the Nominated Person Services will be undertaken after this Policy has been in place for 6 months.
- 6.3 The communications between the Attorney and the Public Trustee when undertaking the role of Nominated Person will be outlined in the Public Trustee's Internal Manuals.
- 6.4 The Knowledge Management Unit in Customer Services will update the Public Trustee's Internal Procedure Manuals: -

- for Document Makers as regards taking instructions for the completion of the Approved Forms; and
- for providing the Nominated Person Services and any associated procedures necessary to provide such services.

6.5 The Executive Director Investment & Finance Services & CFO will provide Reports to the Board of Management on the Nominated Person Services when requested by the Board of Management.

Accountabilities				
Policy Owner	Executive Director Investment & Finance Services & CFO, Investment & Finance has the ultimate responsibility for developing, implementing, managing, and revising this Policy and related policy documents.			
Policy Delegate	Executive Director Investment & Finance Services & CFO			
Contact Details	Email Address: Shane.Sullivan@pt.qld.gov.au			
Supporting Information				
Legislative Compliance	This Policy supports the Public Trustee's preparedness to offer a service of Nominated Person, a new role envisaged by the Enduring Powers of Attorney forms issued for commencement on the 30 th of November 2020 in accordance this s.11 and s. 161 of the <i>Powers of Attorney Act 1998</i> .			
Supporting Documents	Enduring power of attorney – long form (Queensland) - Link Enduring power of attorney – short form (Queensland) - Link Enduring power of attorney explanatory guide (Form 9) Version 1 - Link Nominated Person Service Fee Agreement Link Nominated Person Fact Sheet Link Nominated Person Template Clauses for EPAs made internally and externally Form 12 – QCAT Application for miscellaneous matters - Link Form 10 – QCAT Application for administration – Link			
Related Internal Documents	Updated Internal Procedures Manual outlining the procedures for Document Makers and for providing the Nominated Person Services. Amended Delegation which provides for decision-making in relation to consenting to the role of the Nominated Person.			
Superseded Documents	NIL			
Definitions and Acronyms				
QCAT	QCAT means the Queensland Civil and Administrative Tribunal			
Revision History				
Version	Approved by	Approval date	Effective date	Sections modified
1	Board of Management	14 December 2020	14 December 2020	Nil
2	A/Executive Director Investment & Finance Services & CFO	15 March 2021	15 March 2021	Scope; original paragraphs 2.2; 2.4; 3; 4.2; 4.3; 4.4; 4.5; 4.6; 5.1, 5.2; and Supporting Documents

