

# Division 7A Essentials

Carlo Di Loreto

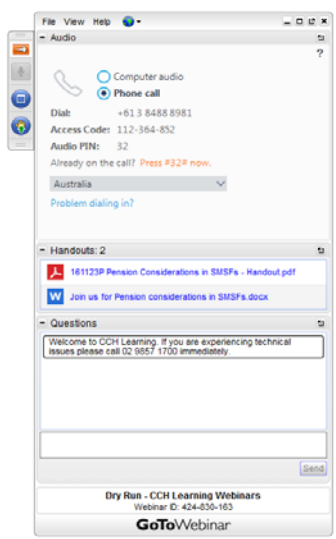
Tuesday 7 February

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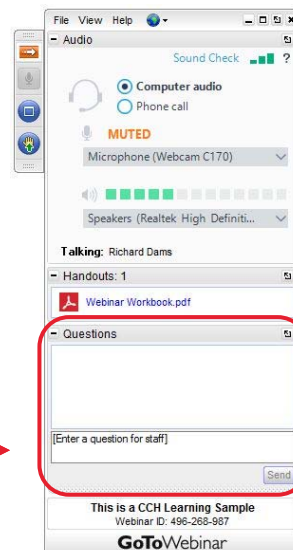
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# Questions?



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Moderator

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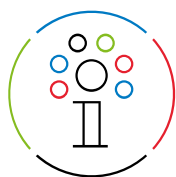
## Your Presenter



### Carlo Di Loreto

Partner - Tax Advisory  
*Crowe Australasia, an affiliate of Findex*

## Today's session will cover



### Overview

- a refresher on Division 7A ITAA 1936
- practical application of the key provisions
- application to trusts
- distributable surplus
- UPE's
- other key provisions
- Commissioner's discretion



## **Division 7A**

# **Payments, loans and debt forgiveness**

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### Scope of provisions

- applies to all payments or loans made on or after 4 December 1997
- provisions treat three kinds of transactions as dividends paid by a private company:
  - payments made to a shareholder or its associate (s 318 ITAA 1936)
  - loans to a shareholder or its associate
  - debts forgiven by the company to a shareholder or its associate
- Division 7A also applies to non-share equity holders & associates

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## Scope of provisions

### Note:

- s 109BB applies to closely held corporate limited partnerships, subject to the CLP:
  - having fewer than 50 members or
  - holding direct / indirect entitlement to > 75% of income or capital
- s 109BC also apply to transactions between a non-resident private company & resident shareholders

## Payments to shareholders

- all payments made by private company to shareholder or associate treated as dividend at end of year of income (unless excluded)
- payment means a payment, crediting or transfer of property to:
  - a shareholder or associate; or
  - on behalf of the shareholder or associate; or
  - for the benefit of the shareholder or associate
- payment also includes the provision of an asset for use by the entity

## Loans to shareholders

- A loan made during an income year will be treated as a payment of a dividend in the following circumstances:
  - loan made by a private company;
  - loan is not fully repaid by the "lodgment day";
  - it is not an "excluded loan"; and
 either:
  - the loan is made to a shareholder or its associate; or
  - a reasonable person would conclude the loan is made because the entity has been a shareholder or associate at some time

## Loans to shareholders

### Lodgment date

- "lodgment day" is a deadline used throughout Division 7A for various purposes
- it is the earliest of:
  - the due date for lodgment of a company's tax return for a particular year; and
  - the actual date of lodgment
- similar deadline used for trust tax returns where trust has a present entitlement owing to a company

## What constitutes a 'loan'

- loan includes:
  - an advance of money
  - provision of credit or any other form of financial accommodation
  - payment of an amount for shareholder or associate & there is obligation to repay; and
  - a transaction which in substance is a loan
- loans are caught by Division 7A even where made to shareholders or associates in their capacity as employees (not subject to FBT)

## 'Freshening-up' existing loans

- loans made before 4 December 1997 are generally not affected
- if an existing loan is varied on or after 4 December 1997 by:
  - extending the term; or
  - increasing its amount
- Division 7A will apply to loan

## Excluded loans & payments

There are a number of excluded loans & payments, including:

- payment of genuine debts
- payments & loans to other companies
- otherwise assessable payment or loan
- loans made in the ordinary course of its business
- loans that meet certain criteria
- liquidator's distributions
- employee share schemes
- undue hardship

## Forgiveness of debts

- company taken to pay dividend to a shareholder or an associate if all or part of a debt is forgiven
- debt is forgiven if the debtors' obligations to pay are:
  - released;
  - waived; or
  - otherwise extinguished
- debt taken to be forgiven if a reasonable person would conclude company will not insist on repayment of the debt
- if Division 7A applies, commercial debt forgiveness rules will not apply



## Forgiveness of debts

### Pre 4 December 1997 loans

- where a loan has become statute barred, it is taken to be forgiven
- statute of limitations in most states and territories is 6 years
- Commissioner will take no action to treat statute barred pre 4 December 1997 loans as being subject to Division 7A

### WARNING

- A pre 4 December 1997 loan is not necessarily statute barred. 6-year period may be restarted each time the debtor acknowledges the existence of the debt to the creditor.

## Forgiveness of debts

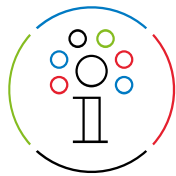
### Pre 4 December 1997 loans

- Recommended action:
  - ensure loans are quarantined in the accounts
  - do not extend term or increase the loan
  - do not forgive the loan
  - repay over time

## Poll Question 1

Division 7A can apply to loans, payments and other benefits provided by a non-resident private company.

- A. True
- B. False



## Division 7A Loans under a written agreement

## Loans under a written agreement

- a loan agreement must be in writing before the lodgment date
- benchmark interest rate (FY23: 4.77% FY22: 4.52% FY21: 4.52% FY20: 5.37%)
- where company is likely to make loans to shareholders, a loan facility agreement is advisable
- interest need only be payable on the loan after the year in which the loan is made
- any written loan agreement must include (TD 2008/8):
  - names of the parties
  - the loan terms (e.g. loan amount)
  - that the parties have agreed to the terms
  - the date the agreement was entered into



## Loans under a written agreement - maximum term

- 7 years unless loan is a secured loan
- 25 years for secured loans

### Note:

- In most states and territories duty no longer applies to both secured & unsecured loan agreements.



## Loans under a written agreement - secured loan

- must be fully secured by a registered mortgage over real property in Australia; and
- when loan made, market value of property, less any liabilities the property already secures, must be at least 110% of the loan

### Note:

Market value must only be satisfied at the time the loan is advanced & an independent market valuation of the property should be carried out.

## Loans under a written agreement

### Extending 7-year term to 25 years

- an unsecured loan with a maximum term of 7 years can have term extended to 25 years
- the following conditions must be satisfied:
  - loan becomes secured by registered mortgage over real property
  - unencumbered MV of the real property at least 110% of loan amount
  - term of loan extended to a maximum of 25 years (this includes that part of the original 7 year term that has so far expired)
- loan is essentially treated as new loan, old loan being disregarded

## Refinancing a loan

### Refinance a 7 year loan

- instead of extending the term of an existing 7 year loan, an alternative is to replace it with a completely new loan with a term of up to 25 years
- where a 7 year loan is "refinanced" with a new 25 year loan, the term is reduced by the term of the 7 year loan so far expired
- designed to ensure a loan, even if refinanced, cannot be extended beyond 25 years

## Loans under a written agreement

### Minimum yearly repayment

- no repayment is required in the income year in which the loan is made
- a minimum yearly repayment is required every year after that
- minimum yearly repayment is calculated using the formula in s109E(6):

$$\frac{\text{Amount of the loan not repaid by the end of the previous year of income} \times \text{Current year's benchmark interest rate}}{1 - \left[ \frac{1}{1 + \text{Current year's benchmark interest rate}} \right]^{\text{Remaining term}}}$$

## Commissioner may extend period to make minimum repayment

- the Commissioner may make a decision if:
  - a deemed dividend arises because of a shortfall in making a minimum repayment; and
  - the shortfall arises because the lender is unable to make the minimum repayment because of circumstances beyond their control
- circumstances *beyond your control* include hospitalisation due to illness or an accident / assets frozen by a court
- the Commissioner may decide that the deemed dividend does not arise if the lender pays the shortfall within a specified time - decision must be in writing

## Commissioner may extend period to make minimum repayment

- in making a decision (or refusing to), the Commissioner must have regard to:
  - the circumstances of the shortfall;
  - any other matters the Commissioner considers relevant
- the deemed dividend will not arise if:
  - the Commissioner makes a decision; and
  - the lender pays the shortfall to the company within the specified time
- the Commissioner must make a separate decision in relation to each shortfall

### Note

There is no requirement to demonstrate undue hardship.

## Loans under a written agreement

### Amalgamated loans

- all loans made by the company to a shareholder during the year which:
  - have the same maximum term (ie. 7 years or 25 years).
  - which satisfy the:
    - written agreement
    - benchmark interest rate; and
    - maximum term; and
  - are not fully repaid
- are treated as an amalgamated loan & require single minimum yearly repayment

## Certain repayments disregarded

- to the extent a loan is repaid before the lodgment date, it is not a deemed dividend
- s 109R anti-avoidance provision operates to disregard repayment if reasonable person would conclude when payment made, shareholder intended to obtain a similar or larger loan
- provision designed to prevent temporary repayment & was extended from 1 July 2009 to prevent repayment being taken into account if, prior to making repayment:
  - shareholder borrows further amount from private company; and
  - uses some or all of funds to 'repay' original loan

## Certain repayments disregarded

- s109R will not apply where a loan is refinanced because it has been subordinated to another loan with a party at arm's length under circumstances beyond your control
- s109R will not apply if a loan is repaid in order to refinance it (as covered above), that is:
  - refinance a 7 year loan with a new 25 year loan; or
  - refinance a 25 year loan with a new 7 year loan
- the result is that now you can repay a loan first, and then re-lend, without s109R applying



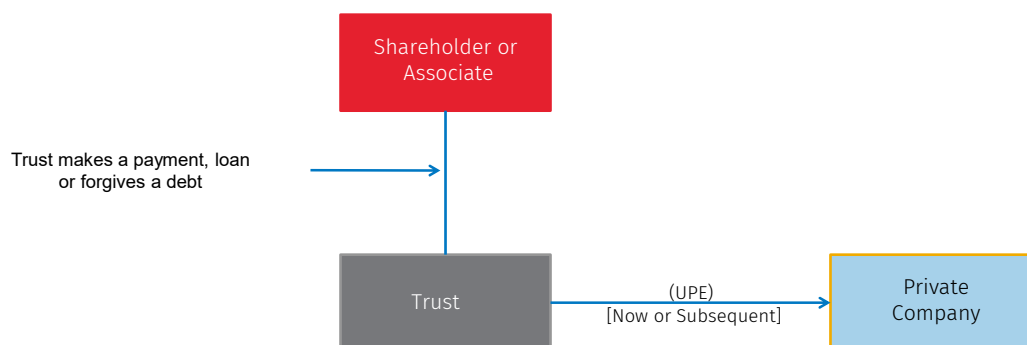
## **Division 7A Application to trusts Subdivision EA**



## General situation to which subdivision EA applies

- trust confers a present entitlement (PE) to net income to a private company
- the trust:
  - makes a payment to
  - makes a loan to
  - forgives a debt owing by
- a shareholder in the private company, or an associate

## General situation to which subdivision EA applies



## Important deadlines

- many of the rules refer to a deadline:
  - the due date for lodgement; or
  - the actual date of lodgement

of a trust's tax return for a particular year:

- whichever date is earlier
- for simplicity, we refer to this mobile deadline as the "trust lodgement date"

## PE can arise after payment/loan/forgiveness

- there does not need to be a PE owing to a company at the time the payment/loan/forgiveness happens
- subdivision EA will apply if a PE is conferred to a company any time between:
  - the payment, loan or forgiveness is made by the trust in respect of a shareholder or associate of the company; and
  - the trust lodgement date for the year in which the payment, loan or forgiveness occurs

## How subdivision EA deems an assessable amount

- subdivision EA applies where a trust:
  - makes a payment representing an unrealised gain; or
  - makes a loan (not repaid, no loan agreement, etc); or
  - forgives a debt
  - in relation to a shareholder or associate of a private company; and
- the trust also has an unpaid PE owing to the private company

## How subdivision EA deems an assessable amount

- if above conditions are satisfied :
  - trust is deemed to be a private company for Division 7A purposes
  - payment, loan or debt forgiven by trust treated as a deemed dividend paid by trust to recipient shareholder/associate
  - amount of deemed dividend limited to distributable surplus of private company with unpaid PE from the trust
- the mere creation of a PE of itself does not necessarily create a problem - this is so whether it is a PE to:
  - net income; or
  - an unrealised gain

## Present entitlement

- ensure a PE is properly described as a PE in trust and company balance sheets (do not call them "loans")

### WARNING

- some trust deeds containing clauses that automatically convert unpaid PE's to loans
- where trust distributes income to a corporate beneficiary, such clauses may trigger Division 7A if trust is associate of shareholder of corporate beneficiary
- always review trust deed before year end for each client

## Trusts with PE owing to a company

### Loans

- loans by the trust are no longer a "sudden death" deemed dividend & there are 2 options available
1. repay the loan before the lodgement day:
    - the anti-avoidance rules of s 109R, about the intention to re-borrow a similar or larger amount, may apply
  2. enter into a written loan agreement before the trust lodgement date
    - the loan agreement between the trust and shareholder/associate must comply with s 109N i.e. term, interest rate, etc

## Exceptions to subdivision EA

- subdivision EA will not deem an assessable amount where:
  - payment or loan made to another company
  - forgiven debt owed by another company (not as trustee)
  - s109M ordinary course of business exception applies to a loan made to the trust
  - trust pays down a genuine liability or PE to net income (not PE to unrealised gain)
  - trust pays out the PE owing to the company before the trust lodgement date

## Trust reimbursement agreements

- notwithstanding the Division 7A issues associated with use of corporate beneficiaries in a trust structure - may also be subject to trust reimbursement agreements (s100A)
- s 100A can apply where there exists:
  - an agreement exists providing for the non-payment of a private company's PE; and
  - money, property, services or other benefits are provided to another person (including the trustee)
- in these circumstances, private company's PE is disregarded & trustee assessed on the income instead at top marginal rate
- In FY 2022 the ATO finalised its guidance on when section 100A may apply in TR 2022/4



# Division 7A

## Distributable Surplus

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### Distributable surplus

- the maximum amount that is deemed a dividend under Division 7A is limited to the amount of the distributable surplus
- distributable surplus [s 109Y] is calculated as:

	NET ASSETS
Add:	DIVISION 7A AMOUNTS
Less:	NON COMMERCIAL LOANS
Less:	PAID UP SHARE VALUE
Less:	REPAYMENTS OF NON-COMMERCIAL LOANS
Equals:	<u>DISTRIBUTABLE SURPLUS</u>

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## Distributable surplus

### Division 7A Amounts

- any amounts that result:
  - in a 'payment' within s 109C or
  - forgiveness of a debt under s 109F are now recognised in the distributable surplus formula
- ensures formula now operates correctly & that Division 7A is not avoided completely under certain circumstances

## Distributable surplus

### Division 7A Amounts

- previously, sale of an asset by private company to a shareholder at < MV caught as 'payment' under Division 7A
- sale of asset at < MV could cause company to have a 'nil' distributable surplus at end of year in which payment occurs
- distributable surplus definition amended to include value of Division 7A payments that are deemed as dividends
- amendment designed to ensure private company can not artificially reduce distributable surplus by making non-commercial sales of assets to shareholders

## Distributable surplus

### Non-commercial loans

- non-commercial loans previously treated as assessable income of recipient under s 108, 109C or 109D are disregarded in calculating distributable surplus
- repayments or forgiveness of previous non-commercial loans are also disregarded in calculating distributable surplus
- amendments from 1 July 2009 mean that amounts deemed as dividends under Subdivision EA excluded from distributable surplus calculation

## Distributable surplus

### Consequences of nil distributable surplus

- if an amount is taken to be a deemed dividend of a shareholder or associate under Division 7A;  
and
- company has nil distributable surplus;
- deemed dividend reduced to nil

### Note:

The payment or loan can not be treated as a dividend in a future income year.

If loan subsequently forgiven in a year where company has distributable surplus, Division 7A can still apply to forgiveness of loan.



## Poll Question 2



Which of the following is the correct formula for calculating a company's distributable surplus?

1. Net assets *plus* Division 7A amounts *less* non-commercial loans *plus* paid-up share value *less* repayments of non-commercial loans
2. Net assets *plus* Division 7A amounts *plus* non-commercial loans *less* paid-up share value *less* repayments of non-commercial loans
3. Net assets *plus* Division 7A amounts *less* non-commercial loans *less* paid-up share value *less* repayments of non-commercial loans

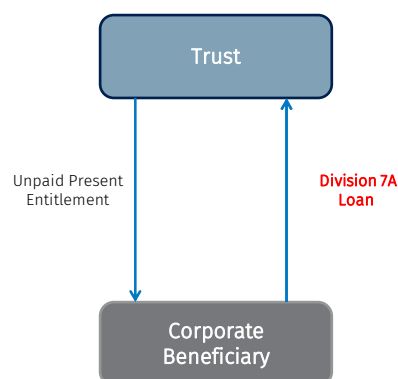


## Division 7A Unpaid present entitlements

## Unpaid present entitlement

- before the release of TR 2010/3, it was common practice for a corporate beneficiary to be made presently entitled to the income of a trust with entitlement *not* being paid or satisfied
- these UPE's were taxed at the corporate rate (as opposed to a higher rate that would apply, if amounts were distributed to individual beneficiaries or retained by the trustee)
- trust could then use the funds as working capital or to purchase, for example, personal assets for use by individual beneficiaries or their associates
- historically, ATO did not regard these UPE's as 'loans' for Division 7A purposes, but in 2009 around \$1bn of UPE's were identified, which became a cause for concern
- trustee allowed to accumulate income, for effectively no cost, for trust purposes rather than for the benefit of the corporate beneficiary – resulted in ruling and view that UPEs may be loans

## Unpaid present entitlement interpretation



## TD 2022/11: Division 7A loans

- TD 2022/11 contains the ATO's current views on Division 7A and UPEs
- TD 2022/11 was released on 12 July 2022 & applies to trust entitlements that arise on or after 1 July 2022
- For trust entitlements that arose on or before 30 June 2022, TR 2010/3 and PSLA 2010/4 continue to apply.
- However, the ATO has withdrawn TR 2010/3 and PSLA 2010/4 with effect from 1 July 2022.
- the TD does not apply to unpaid present entitlements arising before 16 December 2009

## TD 2022/11: Division 7A loans

The ATO considers that "financial accommodation" is provided by a private company beneficiary in two circumstances:

- Where the trustee resolves to make the private company beneficiary presently entitled to trust income and does not discharge its obligation to pay the private company. There is then a UPE.
- Where the private company beneficiary is made presently entitled to trust income, and the trustee sets aside an amount on sub-trust for the benefit of the private company beneficiary.

## TD 2022/11: Division 7A loans

**Circumstance 1 - the trustee resolves to make the private company beneficiary presently entitled to trust income, and does not discharge its obligation to pay the private company**

- a private company beneficiary with a UPE will provide financial accommodation - a deemed Division 7A loan - when the company has knowledge of an amount that it can demand immediate payment of from the trustee but does not demand payment.
- as a result, the private company beneficiary makes a loan to the trustee under the extended definition of a 'loan' in subsection 109D(3).

## TD 2022/11: Division 7A loans

**Circumstance 1 – unpaid UPE – timing of provision of financial accommodation**

- if the corporate beneficiary and the trustee have the same directing mind and will, the corporate beneficiary is taken to have knowledge of the amount that it can demand immediate payment of from the trustee when the trustee does.
- the time when the amount of a beneficiary's entitlement is known will typically arise after the end of the income year, typically when the trust's accounts are finalised. This will be the case whether the entitlement is expressed as:
  - a fixed amount from the trust income
  - a percentage of trust income, or some other part of trust income identified in a calculable manner, or
  - a combination of fixed and calculable amounts.

## TD 2022/11: Division 7A loans

### Circumstance 2 - where present entitlements are satisfied by sub-trust

- Where a private company beneficiary is made presently entitled to trust income, the trustee may be authorised to set aside an amount from the main trust and hold it on sub-trust for the exclusive benefit of the private company beneficiary.
- if the private company beneficiary consents to the sub-trustee allowing those funds to be used for the benefit of the main trust and the private company beneficiary has knowledge of this use, this constitutes the provision by the private company beneficiary of financial accommodation to the main trust from the use of the sub-trust fund under paragraph 109D(3)(b).
- This will be the case whether or not the use of the sub-trust fund is on commercial terms whereby a return is paid to the sub-trust fund

## TD 2022/11: Division 7A loans

### Sub-trust arrangements – recap TR 2010/3 & PSLA 2010/4

For trust entitlements that arose on or before 30 June 2022, TR 2010/3 and PSLA 2010/4 continue to apply.

TR 2010/3 states that UPE arrangements can take two possible forms:

- loans within the ordinary meaning (Section Two Loans);
- Division 7A loans within the extended meaning (Section Three Loans)

## TD 2022/11: Division 7A loans

### Sub-trust arrangements – recap TR 2010/3 & PSLA 2010/4

- TR 2010/3 and PSLA 2010/4 include the Commissioner's view that a UPE could be the provision of financial accommodation (and so a loan to which Division 7A applies), to the extent:
  - it has not been paid out; and
  - trustee fails to hold funds on sub-trust for sole benefit of company by the main trust's lodgment day.
- No loan arises where the UPE is held on sub-trust and the funds are used only for the company's sole benefit

## TD 2022/11: Division 7A loans

### Sub-trust arrangements – recap TR 2010/3 & PSLA 2010/4

- ATO considered that funds on sub-trust were held for sole benefit of the company where:
  - trustee of sub-trust invested funds representing the UPE in the main trust on commercial terms under a power as trustee; and
  - all the benefits from the investment flowed back to the sub-trust and company; and
  - all the benefits are actually paid by the lodgment day of the tax return of the main trust.
- annual return on investment can either be paid in cash or set off against an amount owing from the company - cannot be paid by crediting it to a liability account

## TD 2022/11: Division 7A loans

### Sub-trust arrangements – recap TR 2010/3 & PSLA 2010/4

- ATO will treat funds in sub-trust as held for sole benefit of the company if the funds are invested in the main trust using one of the following options:
  - Option 1: invest the funds (UPE) on interest only 7 year loan;
  - Option 2: invest the funds (UPE) on an interest only 10 year loan;
  - Option 3: invest the funds (UPE) in a specific income-producing asset
- Trustee can utilise a different option for each new UPE - cannot swap between the options once initial choice is made for each UPE - until that investment is paid out to private company
- under Option 3, can change investment e.g. sale & investment

## TD 2022/11: Division 7A loans

### Sub-trust arrangements – change from TR 2010/3 & PSLA 2010/4

- Prior to TD 2022/11 - under sub-trust arrangements funds could be invested in the main trust to be used for working capital or acquisitions of plant and equipment or property.
- Sub-trust arrangements could be based on interest only loan arrangements, with the requirement that the principal be repaid at the end of either seven years or ten years.
- Under TD 2022/11 these interest only arrangements are no longer sufficient to avoid the potential triggering of a deemed dividend with respect to unpaid present entitlements.

## Other legislative provisions

- over time, arrangements were devised that were aimed at avoiding the operation of various aspects of Division 7A and which achieved results inconsistent with the policy aim
- many of the more advanced aspects of the legislative provisions have been specifically designed to prevent Division 7A being circumvented
- this has resulted in a range of complex provisions that are often overlooked, simply because advisers are not aware of their existence
- important for advisers to realise very broad application *beyond* simple loans from companies to individuals – should be alert in reviewing all arrangements of all private companies

## Other legislative provisions

ITAA 1936	Description
s 109CA	Use of private company assets
s 109XA(1A)	Loan back to trustee of excess payment
s 109T	Payments & loans through interposed entities
s 109XI	Indirect present entitlement
s 109XF	Indirect trust payments
s 109XG	Indirect trust loan
s 109U	Loan guarantees





# Division 7A

## Commissioner's Discretion

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### Commissioner's discretion – s 109RB ITAA1936

- the Commissioner has a discretionary power that may be exercised in certain circumstances
- the Commissioner may make a decision where:
  - Division 7A operates to cause a deemed dividend to arise; and
  - the operation of Division 7A arises because of an honest mistake or inadvertent omission by any of the following:
    - the entity assessed by the deemed dividend
    - the company
    - any other entity whose conduct contributed to Division 7A being triggered

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## Commissioner's discretion – s 109RB ITAA1936

- the Commissioner may decide that:
  - the deemed dividend should be disregarded
  - the deemed dividend may be franked at the company's benchmark franking percentage
  - if the company does not have a benchmark franking percentage for the year, it is taken to be 100%
  - discretion to allow a dividend to be franked only applies for a shareholder
- decision can be made retrospectively to deemed dividends arising in the 2001/02 or later years

## Commissioner's discretion: TR 2010/8

Provides guidance on what constitutes an "honest mistake" or "inadvertent omission":

- honest mistake means an incorrect view, opinion or understanding on how Division 7A operates & the facts or other matters relevant to its operation
- inadvertent omission means the inadvertent failure to take action that is relevant to or affects the operation of Division 7A
- ignorance of Division 7A must have led to the relevant honest mistake or inadvertent omission & that the result its operation arose because of it
- acts or omissions made to circumvent Division 7A do not satisfy the requirements and rules apply to the mistakes & omissions of third parties
- recurrent mistakes or omissions will qualify if it has occurred for the same qualifying reasons as the original mistake or omission

## Commissioner's discretion: PSLA 2011/29

- ATO has also issued Practice Statement Law Administration PS LA 2011/29 on exercise of Commissioner's discretion under s 109RB
- provides guidance to tax officers on when s 109RB(1) satisfied & matters that Commissioner must have regard to in making a decision under s 109RB(2)


## Division 7A ITAA 1936 Post Implementation Review


- Government indicated in 2016-2017 Budget intention to implement changes to make it easier to 'fix' unintentional Division 7A liabilities & announced proposed:
  - self-correction mechanism for inadvertent breaches of Division 7A
  - appropriate safe-harbour rules for certainty with simplified Division 7A loan arrangements
  - technical adjustments to improve operation of Division 7A & increased certainty for taxpayers
- Possible increase to benchmark interest rate and maximum loan term
- drew on a number of recommendations from Board of Taxation's Post-implementation Review into Division 7A ITAA 1936
- will now apply from income years commencing on or after the date of Royal Assent of the enabling legislation



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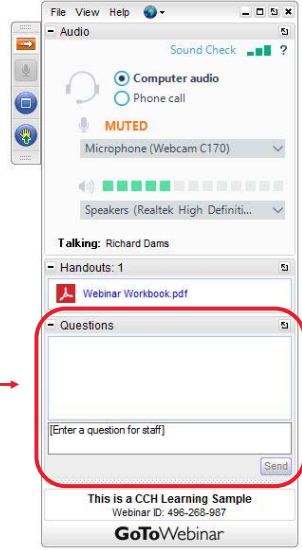
## Questions?







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- 8 February – Succession Planning for SMSF's – Who Controls the SMSF When you Can't
- 8 February – Choosing a Business Structure
- 14 February – Salary Packaging Opportunities, Ideas and Insights
- 15 February – Financial Law Agreements – Back to Basics
- 16 February - Maintain Stamina and Motivation for the Marathon in 2023
- 16 February – What to Expect in Financial and Sustainability Reporting in 2023

## Questions



### **Carlo Di Loreto**

Partner - Tax Advisory  
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