

Legal scope statement – No Review – Shannemy Superannuation Fund

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Date: 30 / 06 / 2023

Australian Taxation Office
PO Box 3578
ALBURY NSW 2640

To whom it may concern

Notice of winding up of self-managed superannuation fund

This letter is notice that the following self-managed superannuation fund has been wound up:

Fund name:	Shannemy Superannuation Fund
Fund ABN:	60 588 450 439
Date of wind up:	30 / 06 / 2023

The contact person for this self-managed superannuation fund is as follows:

Name:	David Proctor
Phone number:	0402092304
Email address:	dproctor@optusnet.com.au

The Trustee

Signed by David Proctor and Jennifer Proctor in the presence of:

David Proctor
Trustee

Witness Name / Signature

Dated: _____

Jennifer Proctor
Trustee

Witness Name / Signature

Dated: _____

MINUTES OF MEETING OF TRUSTEES OF SHANNEMY SUPERANNUATION FUND

HELD AT: 74 Cedar Street, WYNNUM, QLD 4178

ON: _____
(date and time)

PRESENT: David Proctor and Jennifer Proctor

CHAIRPERSON: It was resolved to elect **David Proctor** as Chairperson of the meeting.

Noted - Winding up of Fund

- 1 The Trustee has reviewed the governing rules of the Fund and determined that the Trustee (with the consent of the members, or their legal personal representatives where applicable) has the power to wind up the Fund.

Resolutions

- 2 To:
 - a) commence the winding up process;
 - b) comply with the governing rules of the Fund and superannuation laws for the winding up;
 - c) when all requirements have been completed, the Fund is to be terminated on 30 June 2023 ("**Closing Date**") or such other date as the Trustee determines.
 - d) notify the Australian Taxation Office in its final annual return of the Fund being wound up.
- 3 To give each member:
 - a) notice that the Fund is to be wound up;
 - b) notice of the proposed Closing Date; and
 - c) a copy of a Deed of Winding Up for their signature.
- 4 If relevant, to give each contributing employer of the Fund notice that the Fund is to be wound up and notice of the Closing Date.
- 5 Not to accept any further contributions to the Fund from the Closing Date except any arrears of contributions due on or before the Closing Date if received before the execution of the Deed of Winding Up.
- 6 To ensure there are no credit or debit balances in any member or other Fund account, to distribute or roll over as appropriate all member benefits and allow for final liabilities and to ensure that, on the termination of the Fund, it has no assets and no liabilities.
- 7 To ensure that all tax activity statements are up to date, and all financial statements and accounts are prepared and all audit requirements are in order.

- 8 To ensure that all tax lodgement and payment obligations are met and, if a pension was being paid, to lodge with the ATO the final transfer balance account report, and deal with any necessary PAYG payment summaries.
- 9 To close all bank and financial accounts and other accounts.
- 10 To dispose of all assets of the Fund in accordance with the law and the governing rules of the Fund.
- 11 To ensure the final audit is completed after the financial statements and tax returns are completed before lodging the Fund's final return with the ATO indicating that it is the final return (which is sufficient notice to the ATO of the termination of the Fund) and ensure the ATO's confirmation that the Fund has been noted as wound up is received and that the ATO has cancelled the Fund's ABN.

The Chairperson

Signed by David Proctor:

David Proctor
Chairperson

Dated: _____

MINUTES OF MEETING OF TRUSTEES OF SHANNEMY SUPERANNUATION FUND

HELD AT: 74 Cedar Street, WYNNUM, QLD 4178

ON: _____
(date and time)

PRESENT: David Proctor and Jennifer Proctor

CHAIRPERSON: It was resolved to elect **David Proctor** as Chairperson of the meeting.

Winding up of the Fund

- 1 It is proposed to formally wind up and terminate the Shannemy Superannuation Fund.
- 2 A Deed of Winding Up has been prepared for that purpose and has been executed by the Members, subject to the Trustee's execution.
- 3 The Trustee has completed the relevant tasks the Trustee previously resolved to complete and the Fund has no remaining assets.

Resolution

- 4 To execute the Deed of Winding Up and any other documents necessary to wind up the Fund.
- 5 To notify the Australian Taxation Office within 28 days of the Fund being wound up.

The Chairperson

Signed by David Proctor:

David Proctor
Chairperson

Dated: _____

NOTICE TO MEMBER OF WINDING UP OF THE FUND
SHANNEMY SUPERANNUATION FUND (FUND)

TO THE MEMBER: David Proctor

The trustee gives you notice that it has resolved to:

1. terminate the Fund on 30 June 2023 ("**Closing Date**") or another date notified to you; and
2. wind up the Fund according to the requirements under the Fund's governing rules and superannuation laws.

No member or employer contributions, other than arrears of contributions due on or before the Closing Date, will be accepted from the Closing Date.

Date:

The Trustee

Signed by David Proctor and Jennifer Proctor:

David Proctor
Trustee

Jennifer Proctor
Trustee

Dated: _____

Dated: _____

NOTICE TO MEMBER OF WINDING UP OF THE FUND

SHANNEMY SUPERANNUATION FUND (FUND)

TO THE MEMBER: Jennifer Proctor

The trustee gives you notice that it has resolved to:

1. terminate the Fund on 30 June 2023 ("**Closing Date**") or another date notified to you; and
2. wind up the Fund according to the requirements under the Fund's governing rules and superannuation laws.

No member or employer contributions, other than arrears of contributions due on or before the Closing Date, will be accepted from the Closing Date.

Date:

The Trustee

Signed by David Proctor and Jennifer Proctor:

David Proctor
Trustee

Jennifer Proctor
Trustee

Dated: _____

Dated: _____



DEED OF WINDING UP

SHANNEMY SUPERANNUATION FUND

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Deed of Winding Up

Date

Parties

1. **David Proctor and Jennifer Proctor of 74 Cedar Street, WYNNUM, QLD 4178 as trustee for Shannemy Superannuation Fund ('the Trustee');** and
2. **David Proctor and Jennifer Proctor of 74 Cedar Street, WYNNUM, QLD 4178 ('the Member').**

Background

- A. The Trustee is the Trustee of the Fund.
- B. The parties have agreed to wind up the Fund.
- C. All Employers have been notified of the termination of the Fund.
- D. The Trustee has finalised all administrative and taxation requirements of the Fund.
- E. All assets have been transferred out of the Fund.
- F. The Parties wish the Fund to be terminated.

Operative Provisions

1 Background correct

- 1.1 The parties acknowledge and agree that the matters referred to in the Background are true and correct in every material particular and form part of this Deed.

2 Definitions

- 2.1 **"Termination Date"** means the date of this Deed.
- 2.2 **"Fund"** means Shannemy Superannuation Fund established by the Trust Deed.
- 2.3 **"Trust Deed"** means the current governing rules of the Fund, which was established on 1 July 2010.

3 Winding up of the Fund

- 3.1 The parties declare that the Fund is formally wound up on the Termination Date.

4 Trustee's duties

- 4.1 The Trustee confirms that it has attended to all administrative requirements to effectively wind up the Fund and has lodged its final annual return with the ATO which has been acknowledged by a notification from the ATO that the Fund's ABN has been cancelled by the ATO and the Fund's records are closed on its system.

5 Governing jurisdiction

5.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

6 Counterparts

6.1 This document may be signed in any number of counterparts and all counterparts together make one document.

7 Further assurances

7.1 Each party must do all things and execute all further documents necessary to give full effect to this document and refrain from doing anything that might hinder the performance of this Deed.

8 Costs

The costs of and incidental to the preparation, execution and stamping of this Deed and any instrument executed pursuant to this Deed have been paid from the Fund.

9 Interpretation

In this Deed unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a gender includes all other genders;
- 9.3 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 9.4 a reference to a person includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 9.5 a reference to a clause or annexure is to a clause of or annexure to this Deed;
- 9.6 a reference to any party to this or any other document includes the party's successors and permitted assigns;
- 9.7 a reference to a document is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 9.8 a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;
- 9.9 a reference to conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
- 9.10 mentioning anything after include, includes or including does not limit what else might be included;
- 9.11 a reference to a person that comprises two or more persons means those persons jointly and severally;

9.12 the headings are for convenience only and do not affect the interpretation of this Deed.

Execution

Dated:

EXECUTED as a deed

The Trustee

Signed, Sealed and Delivered by David Proctor and Jennifer Proctor in the presence of:

David Proctor
Trustee

Witness Name / Signature

Jennifer Proctor
Trustee

Witness Name / Signature

The Members

Signed, Sealed and Delivered by David Proctor and Jennifer Proctor in the presence of:

David Proctor
Member

Witness Name / Signature

Jennifer Proctor
Member

Witness Name / Signature