

RULES

1. ELIGIBILITY

- 1.1 Subject to Rule 1.2, there shall only be one Member of the Scheme, who shall be the same person as the first Trustee of the Scheme and shall be admitted to membership on and from the Commencement Date.
- 1.2 The Trustee, with the consent of the Administrator, may invite additional Employees to membership of the Scheme upon such terms and conditions as may be agreed by the Trustee and the Administrator, provided that:
 - 1.2.1 there shall be no more than 11 Members in the Scheme; and
 - 1.2.2 each Member shall be appointed as a Trustee in accordance with Clause 15.
- 1.3 An Employee invited to membership in accordance with Rule 1.2 shall, having provided such information as the Trustee or Administrator may require under Rule 5, become a Member with effect on and from such date as the Trustee and the Administrator determine.
- 1.4 If a Pension Sharing Order is made in respect of a Member as a result of which a Pension Credit is created for the benefit of that Member's Ex-Spouse, the Trustee will transfer the value of the Pension Credit Benefit to another scheme, fund or arrangement in which case Rule 12 will apply with all necessary changes (including the absence of the need for the consent of the Ex-Spouse where the transfer is made in the circumstances prescribed by the Discharge Regulations and the Pension Sharing (Pension Credit Benefit) Regulations 2000) and as if the Ex-Spouse was the person for the purposes of that Rule).

2. TEMPORARY ABSENCE

- 2.1 If a Member is temporarily absent from Employment:
 - 2.1.1 on account of illness or injury; or
 - 2.1.2 for not more than three years with the consent of the Trustee and the Administrator for any other reason;

the Trustee, subject to the consent of the Administrator, may treat that Member as though he remained in membership, subject to the status of the Scheme as a Registered Scheme not being prejudiced.
- 2.2 Rule 2.1 shall not apply in the case of maternity leave, paternity leave or adoption leave. A Member who is absent for this reason shall be dealt with under the Scheme in respect of his or her absence as the law requires.

3. CESSATION OF MEMBERSHIP

A Member may terminate his membership of the Scheme at any time by giving the Trustee and the Administrator one month's written notice. Such a Member's membership of the Scheme shall terminate on the expiry of that notice in accordance with Clause 22.

4. EMPLOYEE REJOINING EMPLOYMENT

If a person ceases to be a Member by reason of having ceased to be in Employment and subsequently again enters Employment in any capacity (or if a person has ceased to be a Member but has continued in Employment), the Trustee with the consent of the Administrator may permit such person to resume membership of the Scheme on such terms and conditions in all respects as the Trustee and the Administrator may agree.

5. EVIDENCE OF AGE, HEALTH ETC

Every Employee who becomes a Member of the Scheme shall provide such evidence of age, health and family circumstances and changes in circumstances as the Trustee and Administrator may require.

6. PRINCIPAL EMPLOYER'S CONTRIBUTIONS

6.1 The Principal Employer shall pay contributions of such amounts and at such times as it from time to time notifies to the Trustee and the Administrator. Any contributions are to be paid to the Scheme bank account established pursuant to Clause 8.1.

6.2 Where required to do so by section 87 of the 1995 Act, the Trustee shall prepare, maintain and from time to time revise a schedule of payments in accordance with that section.

6.3 The Principal Employer may terminate its contributions to the Scheme by giving one week's notice in writing thereof to the Trustee and the Administrator. Such termination shall constitute a Default Event. On receiving such notice (if any) the Administrator shall notify the Members.

6.4 If the earning capacity of a Member is reduced by reason of ill-health then, the Principal Employer may decide to continue contributing as though the Member's earnings had not been reduced.

6.5 The Administrator may allow the Principal Employer to make a contribution to the Scheme pursuant to this Rule 6 by way of a transfer to the Scheme of an asset or assets in specie. The Administrator shall not accept a contribution by way of a transfer of assets in specie unless it is satisfied:

6.5.1 that the status of the Scheme as a Registered Scheme will not thereby be prejudiced; and

6.5.2 that such contribution will not result in the Scheme making or being treated as having made an Unauthorised Payment,

but the decision whether to accept a contribution by way of a transfer of an asset or assets in specie shall otherwise be at the Administrator's absolute discretion. The Administrator may impose such conditions as appear to it to be necessary or expedient in connection with the acceptance of such a contribution.

6.6 Without prejudice to the generality of the foregoing provisions of Rule 6, no further contributions in respect of a Member shall be accepted without the written consent of the Administrator (which may be given retrospectively) if:

6.6.1 there is any arrangement (within the meaning of section 152 of the Act) in respect of the Member to which section 165(3A) of the Act applies; or

6.6.2 the Member has made a declaration to the Administrator which is intended to constitute a declaration for the purposes of section 165(3A) of the Act that the Member meets the conditions set out in section 165(3A) of the Act for flexible drawdown (whether or not

such declaration is in fact valid and whether or not such declaration has been accepted by the Administrator).

Where Rule 6.6.1 or 6.6.2 of this Rule 6.6 applies, the Administrator shall have absolute discretion to decide whether any further contributions shall be accepted.

7. EMPLOYEES' CONTRIBUTIONS

- 7.1 A Member shall contribute at such a rate or of such amount as he from time to time decides and notifies to the Administrator, subject to the consent of the Administrator.
- 7.2 In addition to the contributions referred to in Rule 7.1 a Member under the age of 75 may make voluntary contributions to the Scheme to secure additional benefits for himself and/or his Dependants at such rate or of such amounts as he may from time to time decide and notify to the Administrator, subject to the consent of the Administrator.
- 7.3 A Member's contributions under Rule 7.1 will be deducted from his pay by the Principal Employer (or otherwise collected as the Principal Employer decides). A Member's contributions under Rule 7.2 shall be paid by the Member to the Trustee or Administrator and shall be paid into the Scheme's bank account established pursuant to Clause 8.1. The Principal Employer will pay these contributions to the Trustee as required by Section 49(8) of the 1995 Act, or within any shorter period agreed with the Trustee.
- 7.4 Where the Administrator so agrees, a Member may make contributions in the form of shares where this would constitute a "transfer by the individual of eligible shares in a company within the permitted period" within the meaning of section 195 of the Act.
- 7.5 The Administrator may allow a Member to make a contribution to the Scheme pursuant to this Rule 7 by way of a transfer to the Scheme of assets in specie. The Administrator shall not accept a contribution by way of a transfer of assets in specie unless it is satisfied:
- 7.5.1 that the status of the Scheme as a Registered Scheme will not thereby be prejudiced; and
 - 7.5.2 that such contribution will not result in the Scheme making or being treated as having made an Unauthorised Payment,
- but the decision whether to accept a contribution by way of a transfer of assets in specie shall otherwise be at the Administrator's absolute discretion. The Administrator may impose such conditions as appear to it to be necessary or expedient in connection with the acceptance of such a contribution.
- 7.6 Without prejudice to the generality of the foregoing provisions of Rule 7, no further contributions by a Member shall be accepted without the written consent of the Administrator (which may be given retrospectively) if:
- 7.6.1 there is any arrangement (within the meaning of section 152 of the Act) in respect of the Member to which section 165(3A) of the Act applies; or
 - 7.6.2 the Member has made a declaration to the Administrator which is intended to constitute a declaration for the purposes of section 165(3A) of the Act that the Member meets the conditions set out in section 165(3A) of the Act for flexible drawdown (whether or not such declaration is in fact valid and whether or not such declaration has been accepted by the Administrator).

Where Rule 7.6.1 or 7.6.2 of this Rule 7.6 applies, the Administrator shall have absolute discretion to decide whether any further contributions shall be accepted.

8. BENEFIT FOR MEMBER

- 8.1 Payment of benefits derived from a Member's Individual Credit shall commence on the Member's Normal Retirement Date.
- 8.2 Subject to deduction of any Tax due and subject to Rule 8.1 all or part of a Member's Individual Credit may be used as follows as the Member elects by notice in writing to the Administrator and with the consent of the Administrator:
 - 8.2.1 to be applied to pay a lump sum of such an amount as is either permitted by the Lump Sum Rule or by regulations made under section 164 of the Act or otherwise permitted by the Act without triggering an Unauthorised Payment or a De-registration Charge; and / or
 - 8.2.2 subject to Rule 8.2.1 become designated as available for either the provision of a pension by way of Income Withdrawal or Drawdown Pension; and / or
 - 8.2.3 be applied to purchase a Lifetime Annuity; and / or
 - 8.2.4 be applied in any other way permitted by the Pension Rules or the Act without triggering an Unauthorised Payment or a De-registration Charge.
- 8.3 A Member who is drawing pension by way of Income Withdrawal or Drawdown Pension may at any time elect to purchase a Lifetime Annuity with part or all of the remaining funds available from his Individual Credit, subject to the consent of the Administrator.
- 8.4 The Member has the right to elect, by notice in writing to the Administrator within such period as the Administrator may from time to time decide, which Insurance Company is to provide any annuity that is to be purchased.
- 8.5 In relation to the exercise of its powers under Rule 8 the Administrator shall act in accordance with any written instructions received from the Member, but subject to the following conditions:
 - 8.5.1 the Administrator shall not be obliged to give effect to any instruction if in its opinion to do so would cause it to breach the Pension Rules or Lump Sum Rules or prejudice the status of the Scheme as a Registered Scheme or result in an Unauthorised Payment;
 - 8.5.2 the Administrator shall not be required to act in accordance with the Member's instructions if in the Administrator's reasonable opinion it is not reasonably practicable to comply with such instructions or if the cost of so doing would, in the reasonable opinion of the Administrator, be wholly disproportionate to the value of the benefits concerned; and
 - 8.5.3 the Administrator shall be entitled to request from the Member such information and documentation as it may reasonably require to satisfy itself that acting in accordance with the Member's instructions will not contravene the provisions of this Rule 8, and to delay acting in accordance with such instructions pending receipt of such documentation or information.
- 8.6 Without prejudice to the generality of Rule 8 the Administrator shall have the maximum discretion permitted by law:

- 8.6.1 to decide whether or not to allow a Member to receive payments of Drawdown Pension which, but for the application of section 165(3A) of the Act, would be Unauthorised Payments;
- 8.6.2 to determine the form and content of a declaration made for the purposes of section 165(3A) of the Act; and
- 8.6.3 to require a Member to provide additional information and/or documentation in connection with a declaration under Rule 8.6.2 and to delay acting in connection with such declaration pending receipt of such information and/or documentation.

9. DEPENDANTS' PENSIONS

- 9.1 On the death of a Member, the Trustee, at the direction of the Administrator, shall apply the Member's Individual Credit and the Member's Life Assurance Benefit (if any) to pay pension benefits to or for the benefit of such one or more persons, each of whom is a Dependant of the Member which are permitted by the Pension Death Benefit Rules or by regulations made under Section 164 of the Act.
- 9.2 That part of the Member's Individual Credit to which Rule 9.1 applies shall become designated as available for either the provision of a pension for the Dependant by way of Income Withdrawal or Drawdown Pension subject to deduction of any Tax due unless the Dependant elects by notice in writing to the Administrator for the pension to be provided by way of a Lifetime Annuity.
- 9.3 The amount of the Dependents' pension will be subject to deduction of any Tax due and will be determined by the Administrator and will depend on the value of, and will not be more than that which is capable of being provided by, the Member's Individual Credit. The Dependant may elect at any time by notice in writing to the Administrator for his pension to be provided by way of a Lifetime Annuity.

10. LUMP SUM DEATH BENEFITS

- 10.1 On the death of a Member, a lump sum death benefit may be paid, equal to the Member's Individual Credit or such lesser amount as the Administrator may determine, which is permitted by the Lump Sum Death Benefit Rules or by regulations made under section 164 of the Act or otherwise permitted by HMRC, including (without limitations) in one of the following ways, either by:
 - 10.1.1 Uncrystallised Funds Lump Sum Death Benefit;
 - 10.1.2 Annuity Protection Lump Sum Death Benefit;
 - 10.1.3 Drawdown Pension Fund Lump Sum Death Benefit;
 - 10.1.4 Charity Lump Sum Death Benefit;
 - 10.1.5 Trivial Commutation Lump Sum Death Benefit; or
 - 10.1.6 Winding-up Lump Sum Death Benefit.
- 10.2 Any lump sum to which Rule 10.1 applies shall be held upon discretionary trust under this Rule by the Trustee for the Trustee to pay or apply any part of the sum as the Administrator in its absolute discretion shall decide:

- 10.2.1 to any person who has paid the funeral expenses of the deceased to whom the sum relates;
- 10.2.2 to any person, body, organisation or trust named in any written expression of wish form or will made by the Member;
- 10.2.3 to or for the benefit of any of the deceased's Dependents; or
- 10.2.4 to or for the benefit of any other person, body, organisation or trust (but not the Principal Employer)

on the terms and in the proportions that the Administrator decides.

- 10.3 All lump sum death benefits under this Rule shall be distributed within the period of two years beginning with the earlier of the day on which the Administrator first knew of the Member's death and the day on which the Administrator could first reasonably be expected to have known of it. If all or part of the lump sum death benefit remains unpaid at the end of that period the Administrator may apply it as follows:
 - 10.3.1 to the legal personal representative of the Member, provided that this would not prejudice the Registered Scheme status of the Scheme; or
 - 10.3.2 to defray the costs of the Scheme pursuant to Clause 21.1.
- 10.4 The exercise of the discretion under this Rule is valid even if, at the time it is exercised, potential Beneficiaries exist for the purposes of this Rule whose identities or circumstances are unknown to the Trustee and the Administrator.
- 10.5 In the event that a Member who is the sole Trustee of the Scheme dies, the Administrator shall appoint a Trustee in accordance with Clause 15 for the purpose of exercising the powers set out in Rules 9 and 10.

11. BENEFITS ON LEAVING EMPLOYMENT

- 11.1 If a Member leaves Employment before Normal Retirement Date and benefits do not immediately become payable under Rule 8 then, subject to Rule 11.3, benefits shall be payable as on and from Normal Retirement Date and in connection therewith, the provisions of Rule 8 shall apply with the necessary changes.
- 11.2 If benefits are payable under Rule 11.1 in respect of a Member, then the Member may, with the consent of the Trustee and the Administrator, elect that, instead of such benefits being payable as on and from Normal Retirement Date, they shall be payable as on and from such date as the Member shall determine **PROVIDED THAT** such date shall not be earlier than the date he attains Normal Minimum Pension Age or the date the Member satisfies the Ill-health Condition or suffers from Serious Ill Health.
- 11.3 If a Member, to whom Rule 11.1 applied, dies before he retires under the Scheme, then the aggregate of the Member's Individual Credit and Life Assurance Benefit (if any) shall be applied in the provision of benefits and, in connection therewith, the provisions of Rules 9 and 10 shall apply with the necessary changes.

12. TRANSFERS OUT

- 12.1 A Member may request, and the Trustee with the consent of the Administrator may agree to make, a transfer of an amount representing the Member's Individual Credit to another pension arrangement in order that he will become entitled to receive benefits under the receiving arrangement provided that:
- 12.1.1 it is a Recognised Transfer;
 - 12.1.2 any requirements imposed by legislation are met;
 - 12.1.3 where the Member is not exercising a statutory right to a cash equivalent under the provisions of the 1993 Act, the Administrator agrees to it; and
 - 12.1.4 the Administrator provides its consent.
- 12.2 A Member may exercise his right to a statutory cash equivalent transfer value in accordance with the 1993 Act.
- 12.3 Once the Trustee has made the transfer, it will be discharged from any liability to provide benefits from the Scheme in respect of the transfer and the Member and all others claiming through him will have no interest in the Scheme in respect of that transfer.

13. TRANSFERS IN

The Trustee may with the consent of the Administrator accept a transfer payment from a Registered Scheme or where the transfer would constitute a Recognised Transfer. On receiving the transfer payment, the Administrator will allocate the Member's Individual Credit accordingly.

14. PAYMENT OF BENEFITS

- 14.1 The Administrator shall pay pension benefits from the Scheme at such intervals and generally make such arrangements for payment as the Administrator decides in accordance with the requirements of the Act.
- 14.2 The Trustee and the Administrator shall be entitled to deduct, from any payment or repayment made under the Scheme any Tax for which it or the Administrator may be accountable in consequence of such payment or repayment.
- 14.3 Subject to overriding law and the requirements of the Act all benefits under or from the Scheme shall be payable in sterling in such manner as the Administrator may determine. In particular, but without limitation, if any annuity policy, annuity contract or other policy of assurance granted by an Insurance Company forms part of the Fund, the Administrator may from time to time arrange with that Insurance Company for the Insurance Company to pay any benefit direct to the person or persons to whom such benefits is payable under the Scheme and may cancel or alter any such arrangement.
- 14.4 The Administrator shall make all reasonable efforts to trace the whereabouts of any person to whom benefits are payable under the Rules. In the event, however, that the Administrator is unable to trace the whereabouts of any such person, any lump sum benefit or instalment of pension shall be deemed to be forfeited six years after the date upon which such benefits were due to be paid unless the Administrator in its absolute discretion otherwise decides. Any benefits so forfeited shall be used to defray the costs of the Scheme pursuant to Clause 21.1 as the Administrator shall determine.

- 14.5 Subject, in the case of an Earmarking Order, to the provisions of section 25D of the Matrimonial Causes Act 1973 or, in the case of a Pension Sharing Order, to the provisions of section 41 of the Welfare Reform and Pensions Act 1999, the Administrator may deduct from the benefits to which the Member is or may become entitled and, to the extent determined by the Administrator, from the benefits to which the Member's former spouse is or may become entitled in accordance with an Earmarking Order or, to the extent specified in the Pension Sharing Order, from the Ex-Spouse's Pension Credit, the appropriate proportion of any charges imposed by the Trustee or Administrator in relation to the implementation of an Earmarking Order or a Pension Sharing Order and which have not been paid by the Member, former spouse or Ex-Spouse (as the case may be).
- 14.6 The Administrator shall deduct, from any benefits payable to a Member under the Scheme, an amount equal to the Pension Debit as required by a Pension Sharing Order issued in respect of a Member and notify the Member in writing accordingly.
- 14.7 If any amount paid to a Member, Dependant, Beneficiary or Ex-Spouse has exceeded that to which he is entitled, the Administrator may if it so determines deduct the amount overpaid from any payments thereafter due to that Member or other person or to any other person who derives his entitlement to benefit through that Member or other person. Alternatively, the Administrator may at any time recover the amount overpaid from the person to whom it was paid.

15. NON-ASSIGNABILITY OF BENEFITS

Unless permitted by the Trust Deed and Rules or by overriding legislation, no benefit payable under the Scheme is capable of being assigned or charged. Any attempt to assign or charge all or part of it will be void.

16. AUTHORISED PAYMENTS

- 16.1 No payment (including any payment made by any third party pursuant to terms and conditions agreed between them and the Trustee) shall be made to or in respect of a member (as that term is used in section 164 of the Act) unless the Trustee or Administrator (as appropriate) is satisfied that the whole of such payment will be a scheme administration member payment within the meaning of section 171 of the Act or will otherwise be an authorised member payment pursuant to section 164 of the Act.
- 16.2 No payment shall be made to or in respect of a sponsoring employer (as that term is used in section 175 of the Act) unless the Trustee or the Administrator (as appropriate) is satisfied that the whole of such payment will be a scheme administration employer payment within the meaning of section 180 of the Act or will otherwise be an authorised employer payment within the meaning of section 175 of the Act.

SCHEDULE TO THE RULES

In the Trust Deed and the Rules the following terms shall have the meanings set out below:

"Act"	means the Finance Act 2004;
"Administration Agreement"	means a legally binding contract between the Trustee and a person who will act as the Administrator setting out the terms on which that person will act as the Administrator (including as to remuneration);
"Administrator"	means a person who agrees to be the scheme administrator within the meaning of section 270 of the Act and carry out the administration of the Scheme pursuant to the Trust Deed and Rules and in accordance with the terms of the Administration Agreement;
"Administrator Default"	means any of the following: (a) the Administrator going into voluntary or compulsory liquidation; (b) the Administrator having an administrator, administrative receiver or the official receiver appointed over its undertaking or any of its assets; or (c) the Administrator ceasing to carry on business;
"Annuity Protection Lump-Sum Death Benefit"	has the same meaning as in paragraph 16 of schedule 29 to the Act;
"Beneficiary"	means a person entitled or prospectively entitled to a benefit under the Scheme;
"Charity Lump Sum Death Benefit"	has the same meaning as in paragraph 18 of schedule 29 to the Act;
"Clause"	means a clause in the Trust Deed;
"Commencement Date"	means the date of the Trust Deed;
"Default Event"	means any of the following: (a) the disqualification of a director of the Principal Employer where that director is the only Member; (b) the resignation or removal of the sole Trustee of the Scheme with no replacement being appointed in accordance with Clause 15 by the effective date of the Trustee's resignation or removal; (c) the Principal Employer going into voluntary or compulsory liquidation;

(d) the Principal Employer having an administrator, administrative receiver or the official receiver appointed over its undertaking or any of its assets;

(e) the Principal Employer terminating its contributions in accordance with Rule 6 or ceasing to participate in the Scheme for any other reason;

(f) the Principal Employer is acquired by another company;

(g) the Scheme ceasing to fall within the exemptions set out in Clause 5.3;

(h) the Scheme ceasing to be a Registered Scheme or an Occupational Pension Scheme;

(i) the Trustee has failed to comply with Clause 8.4 or for any other reason there are not sufficient assets in the Fund held in cash to pay any charges or expenses that are due and payable in accordance with the Trust Deed and Rules and the Trustee has failed to put the Scheme in sufficient funds as required by Clause 8.4 within 60 days of having been notified of the insufficiency by the Administrator;

(j) the Administrator wishes to increase its charges or fees under any written agreement with the Trustee under Clause 4.2 and the Trustee and the Administrator are unable to agree to the proposed increase;

(k) there are fees or charges that are due and payable under any written agreement with the Trustee under Clause 4.2 and have been outstanding for 12 months or more but which the Administrator has been unable to recover from the Fund or the Trustee; or

(l) the Administrator reasonably believes or suspects the Trustee to be engaged in criminal or fraudulent activity in relation to the Scheme;

"Dependant"

has the same meaning as in paragraph 15 of schedule 28 to the Act. It is for the Administrator to decide whether a person satisfies this definition;

"De-Registration Charge"

has the same meaning as in section 242 of the Act;

"Discharge Regulations"

means the Pension Sharing (Implementation and Discharge of Liability) Regulations 2000 (SI 2000/1053);

"Drawdown Pension"

has the same meaning as in paragraph 4 of schedule 28 to the Act. A Drawdown Pension shall be either capped or, where the Administrator is satisfied that a Member meets the flexible drawdown conditions (which has the same meaning as under section 165(3B) of the Act), uncapped;

"Drawdown Pension Fund Lump Sum Death Benefit"	has the same meaning as in paragraph 17 of schedule 29 to the Act;
"Earmarking Order"	means any order made under Section 23 of the Matrimonial Causes Act 1973, so far as it relates to pensions or lump sums under Sections 25B or 25C of that Act, respectively;
"Employee"	means an employee or director of the Principal Employer;
"Employment"	means employment as an Employee with the Principal Employer;
"Ex-Spouse"	means an individual to whom Pension Credit Rights have been or are to be allocated following a Pension Sharing Order, agreement or equivalent provision;
"Fund"	means the investments, cash and other assets for the time being held by or on behalf of the Trustee on the trusts of the Scheme;
"HMRC"	means HM Revenue & Customs;
"Ill-health Condition"	has the meaning given to it in paragraph 1 of schedule 28 to the Act;
"Income Withdrawal"	has the meaning given to it in paragraph 7 of schedule 28 to the Act;
"Individual Credit"	means in relation to a Member or Dependant that part of the Fund which the Administrator determines is attributable to him having regard: <ul style="list-style-type: none"> i in the case of a Member to: <ul style="list-style-type: none"> a) the value of any contributions paid by or in respect of him; b) the value of any transfer of assets received in respect of him; and c) any allocation or reallocation of any part of the Fund in accordance with the Rules; ii in the case of a Dependant, to any part of a Member's Individual Credit designated as available for the provisions of Income Withdrawal in accordance with the Rules following the death of that Member;
"Insurance Company"	has the meaning given to "insurer" in section 180A of the 1993 Act;
"Life Assurance Benefit"	means the proceeds of any assurance policy on the life of a Member either effected by the Trustee or assigned to it;

"Lifetime Annuity"	has the meaning given to it in paragraph 3 of schedule 28 of the Act;
"Loss"	means all costs, fees, amounts, charges, tax, claims, demands, expenses, fines, penalties and liabilities;
"Lump Sum Death Benefit Rules"	has the meaning given to it in section 168 of the Act;
"Lump Sum Rule"	has the meaning given to it in section 166 of the Act;
"Member"	means a person who has joined the Scheme under Rule 1;
"Money Purchase Scheme"	has the same meaning as in section 181 of the 1993 Act;
"Normal Minimum Pension Age"	has the same meaning as in section 279 of the Act and Schedule 36 of the Act;
"Normal Retirement Date"	means the Member's 65th birthday or such other date (which shall not be earlier than his Normal Minimum Pension Age unless the Ill Health Condition applies or the Member is suffering from Serious Ill Health) as is agreed by the Member and the Administrator;
"Occupational Pension Scheme"	has the same meaning as in section 1 of the 1993 Act and section 150(5) of the Act;
"Pension Credit"	means a credit under section 29(1)(b) of the Welfare Reform and Pensions Act 1999;
"Pension Credit Benefit"	means any part of a pension which is attributable (directly or indirectly) to a Pension Credit;
"Pension Credit Rights"	means rights to benefits arising from a credit as defined in section 101P of the 1993 Act;
"Pension Death Benefit Rules"	has the meaning given to it in section 167 of the Act;
"Pension Debit"	means a debit under section 29(1)(a) of the Welfare Reform and Pensions Act 1999;
"Pension Rules"	has the same meaning as in section 165 of the Act;
"Pension Sharing Order"	means any order or provision as is mentioned in section 28(1) of the Welfare Reform and Pensions Act 1999 or an agreement or arrangement that has a similar effect;
"Principal Employer"	means the company which is the first party to the Trust Deed or any successor under the terms of the Trust Deed;
"Recognised Transfer"	has the same meaning as in section 169 of the Act;
"Registered Scheme"	means a registered pension scheme within the meaning of

	section 150(2) of the Act;
"Rule"	is a reference to a Rule in the Rules;
"Rules"	means the rules of the Scheme as amended from time to time;
"Schedule"	means a schedule attached to and forming part of the Trust Deed and Rules as amended from time to time;
"Scheme"	means the Scheme established by this Trust Deed;
"Scheme Sanction Charge"	has the same meaning as in section 239 of the Act;
"Serious Ill-health"	means ill-health which meets the criteria set out in Schedule 29 Part 1 paragraph 4 of the Act;
"SSAS"	means an Occupational Pension Scheme with less than 12 Members where all the Members are Trustees and the provisions of the scheme provide that all decisions which fall to be made by the Member Trustees must be made unanimously;
"Tax"	means any tax, charge, imposition, duty, levy, excise duty, national insurance contribution, surcharge, rate or penalty whatsoever (without limitation) which may be imposed by Her Majesty's Treasury, HMRC or by any other body, including (without limitation) any: <ul style="list-style-type: none"> (a) Scheme Sanction Charge; (b) De-Registration Charge; (c) lifetime allowance charge within the meaning of section 214 of the Act; (d) a short service refund lump sum charge within the meaning of section 205 of the Act; (e) a special lump sum death benefits charge within the meaning of section 206 of the Act; (f) an authorised surplus payments charge within the meaning of section 207 of the Act; (g) an unauthorised payments charge within the meaning of section 208 of the Act; (h) an unauthorised payments surcharge within the meaning of section 209 of the Act; (i) an annual allowance charge within the meaning of section 227 of the Act; (j) a serious ill health lump sum charge within the meaning of

	section 205A of the Act;
	(k) inheritance tax;
	(l) income tax; and
	(m) capital gains tax;
"Trivial Commutation Lump Sum Death Benefit"	has the meaning given to it in paragraph 20 of schedule 29 to the Act;
"Trust Deed"	means this trust deed as amended from time to time;
"Trustee"	means the Trustee or Trustees for the time being of the Scheme;
"Unauthorised Payment"	has the same meaning as in section 160(5) of the Act;
"Uncrystallised Funds Lump Sum Death Benefit"	has the meaning given to it in paragraph 15 of schedule 29 to the Act;
"Winding-up Lump Sum Death Benefit"	has the same meaning given to it in paragraph 21 of schedule 29 to the Act;
"1993 Act"	means the Pension Schemes Act 1993;
"1995 Act"	means the Pensions Act 1995.