**Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deed of Appointment of Practitioner**

**Cannes 2003 ORBS (“Scheme”)**

# RC Administration Limited of 1a, Park Lane, Poyton, England, SK12 1RD (“Scheme Administrator”)

2 RC ADMINISTRATION LIMITED (CRN Number: 12409200) whose registered office is situate at 1a Park Lane, Poynton, Stockport, England, SK12 1RD (“Practitioner”)

Background

* 1. The Scheme Administrator is ANTHONY ARTHUR JAMES BANNARD SMITH who is party to the Trust Deed and Rules for the Scheme.

1.2 The Scheme Administrator under the power vested in them by Rule 11.6 of those Rules may delegate, sub-contract or outsource any of its functions to a competent third party or agent including but not limited to:

delegation of any obligations or duties which relate to tax or the Act or the role of Scheme Administrator or which are regulated or enforced by HMRC or the Pension Regulator; and delegation to a third party to act as "authorised practitioner", within the meaning of that term for the purposes of the Act and in accordance with HMRC requirements.

1.3 The Scheme Administrator under this Deed shall sub-contract its obligations set out in Schedule 2 of this Deed. The Scheme Administrator in undertaking this delegation shall consent for the Practitioner to charge directly to the Scheme Trustees and Scheme it’s disbursements from time to time for the performance of these functions.

Operative Provisions

* 1. The Administrator (in acting in their capacity), appoints the Practitioner as their agent and to act as practitioner on their behalf, in connection with any matters within the responsibility of HMRC under Practitioner ID number  20000002 and to view information held on the HMRC Pension Scheme Service in relation to the Scheme, and to do any other thing whatsoever in connection with or incidental to (in respect of any period from and including 6th April 2006) the discharge of all duties relating to the Scheme which are imposed on the scheme administrator and/or the maintenance of the registered status of the Scheme under Part 4 of the Finance Act 2004 and fulfilment of services set out in Schedule 2 of this Deed.
	2. The parties to this Deed may vary, revoke and add to any part of this Deed by execution of a Deed of Amendment.

1.3 This Deed shall have continuing effect for the duration of the appointment of the Scheme Administrator and either party may terminate this appointment giving 30 days notice to the other party.

1.4 The provisions of this appointment have effect on and from its date.

1.5 Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.

1.6 Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNED as a Deed, and delivered when dated, by

Signature:

ANTHONY ARTHUR JAMES BANNARD SMITH

Witnessed by:

Signature:

Name:

Address:

SIGNED as a Deed, and delivered when dated, by RC Administration Limited acting by

Director Signature:

 Name:

Witness Signature:

Name:

Address:

**Schedule 2**

Act as Practitioner and carry out the statutory obligations of the Scheme Administrator under the Act including:

complying with statutory reporting requirements to HMRC;

The deduction of all tax and tax charges from the Fund or any payment due from the Scheme and accounting to HMRC for all tax due with the Scheme Administrator.

Commission annual report and accounts or audited accounts for the Scheme (where required by law).