**Deed of Removal and Appointment**

**Of Administrator**

**Centrifuge Engineering Services Ltd SSAS**

Dated: 18th October 2022

Parties

1. **Paul Steven Marsden** of 33 Kingsbrooke Drive, Blackley, Halifax, HX5 0DS and **John Lycholat** of 14 Stubbin Road, Marsden, Huddersfield, HD7 6JS (in this Deed called the “**General Trustees**”); and
2. **Registered Scheme Administrator Limited** (Company No 09508411) whose registered office is situated at Venture Wales, Pentrebach, Merthyr Tydfil, Wales, CF48 4DR (in this Deed called the “**Outgoing** **Administrator**”); and
3. **RC Administration Limited** (Company No 12409200) whose registered office is situated at 1a Park Lane, Poynton, Stockport, England, SK12 1RD (in this Deed called the “**Incoming Administrator**”).

**Introduction**

1. **Centrifuge Engineering Services Ltd SSAS** (in this Deed called the “**Scheme**”) is a registered pension scheme established by a Trust Deed dated 4th January 2016 and is currently governed by Rules adopted by a Deed of Amendment Adopting Replacement Provisions dated 18th October 2022 (in this Deed called the “**Existing Provisions**”).
2. The General Trustees are the present member trustees to the Scheme.
3. The Outgoing Administrator is the present registered Administrator of the Scheme acting for the purposes of Part 4 of the Finance Act 2004.
4. The General Trustees are desirous to appoint the Incoming Administrator in place of the Outgoing Administrator as the registered administrator of the Scheme.

**Operative Provisions**

1. Pursuant to Clause 11.4 of the Existing Provisions and in accordance with Finance Act 2004 the General Trustees hereby replace the Outgoing Administrator in its entirety as the registered Administrator to the Scheme and appoint the Incoming Administrator as the registered Administrator to the Scheme in their stead for the purposes of (and to be responsible for the discharge of all duties relating to the Scheme which are imposed on the administrator under) Part 4 of that Act.
2. The Incoming Administrator consents to their appointment.
3. The Incoming Administrator is satisfied, and, where appropriate, is authorised to declare, that:
* The Scheme meets all the criteria to remain registered as a pension scheme under Finance Act 2004 and in particular, is established for the purpose of providing benefits in respect of persons listed at section 150 Finance Act 2004.
* The instruments or agreements by which this pension scheme is constituted do not directly or indirectly entitle any person to unauthorised payments. In addition, the way in which the pension scheme is to be administered will not knowingly entitle any person to unauthorised payments.
* There are no reasonable grounds for which they would not be deemed a fit and proper person to act as the Registered Administrator for the Scheme.
* They understand that as Scheme Administrator they are responsible for discharging the functions conferred or imposed on the Scheme Administrator of the pension scheme by Finance Act 2004, and that they intend to discharge those functions at all times, whether resident in the United Kingdom or another EU member state or non-member EEA state. They understand that they may be liable to a penalty and the pension scheme may be de-registered if they fail properly to discharge those functions. They understand that they may be liable to a penalty and the pension scheme may be de-registered if a false statement is made on this application, or in any information they provide in connection with this application, and that false statements may also lead to prosecution.
1. The Incoming Administrator is further authorised to make such necessary declarations and provide ongoing reporting requirements in order to maintain the tax integrity of the Scheme.
2. The Outgoing Administrator acknowledges their removal, and the Outgoing Administrator and General Trustees together agree, as evidenced by their execution of this Deed, to waive the requirement under 11.4 of the Existing Provisions to provide 30 days written notice to effect the removal.
3. The provisions of this deed have effect on and from its date

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated, by

Signature:

**Paul Steven Marsden**

Witness Signature:

 Name:

 Address:

SIGNED as a deed, and delivered when dated, by

Signature:

**John Lycholat**

Witness Signature:

 Name:

 Address:

EXECUTED as a deed, and delivered when dated,

by **Registered Scheme Administrator Limited**

acting by

Director     Signature:

             Name:

Witness     Signature:

                   Name:

                   Address:

EXECUTED as a deed, and delivered when dated,

by **RC Administration Limited**

acting by

Director     Signature:

             Name:

Witness     Signature:

                   Name:

                   Address: