

Dated:

Charlcombe Homes Pension Fund

Deed of Appointment of a Participating Employer

Parties

1. **Charlcombe Homes Limited** (Company No. 04437404) (in this deed called the 'Principal Employer') of Ashdown, Richmond Heights, Bath, Avon, United Kingdom, BA1 5QJ
2. **Alastair John Leigh Gibson and Penelope Ruth Gibson** (in this deed called the 'Trustees') both of Ashdown, Richmond Heights, Bath, BA1 5QJ (in this deed called the 'Trustees')
3. **Charlcombe Homes Weston Limited** (Company No. 11525106) (in this deed called the "Participating Employer") of Ashdown, Richmond Heights, Bath, Avon, United Kingdom, BA1 5QJ

Recitals

- (A) Charlcombe Homes Pension Fund (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 12 April 2013 (in this deed called the 'Existing Provisions').
- (B) The Trustees under 11.2 of the Existing Provisions may at any time under Deed admit an Participating Employer to the Scheme.

Operative provisions

1. Each Trustee who is a member by his execution of this deed gives his consent as a member to any and all modifications made by this deed, and confirms that he has had a reasonable opportunity to make representations to the other Trustees about the modifications, and that he is aware that the consent requirements apply in his case in respect of the modifications. Words given a specific meaning for the purposes of section 67 of the Pensions Act 1995 shall have the same meaning in this clause.
2. In exercise under their power 11.2 of the Existing Provisions the Trustees admit the Participating Employer to the Trusts of the Scheme.
3. The Trustees will undertake all amendments to ensure proper implementation of the changes to the Trusts of the Scheme as required by 5.1 of the Existing Provisions.
4. The Participating Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions.
5. The Principal Employer consents to the admittance of the Participating Employer to the Scheme.
6. Unless the context requires otherwise, meanings assigned to words and expressions in the Existing Provisions shall apply to words and expressions not otherwise defined in this deed.

Signing

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.

Delivery

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.

The provisions of this deed shall have effect on and from 2 March 2021.

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 **Charlcombe Homes Limited** acting by

Director

Signature:
Name :

Witness

Signature :
Name :
Address :

SIGNED as a deed, and delivered when dated, by **Charlcombe Homes Weston Limited** acting by

Director

Signature:
Name :

Witness

Signature :
Name :
Address :

SIGNED as a deed, and delivered when
dated, by

(signature)

Alastair John Leigh Gibson in the
presence of:

Witness

Signature :

Name :

Address :

SIGNED as a deed, and delivered when
dated, by

(signature)

Penelope Ruth Gibson in the presence of:

Witness

Signature :

Name :

Address :