

**DEED OF APPOINTMENT OF NEW TRUSTEE**

**RELATING TO MICHAEL AND JANET HOLMES PENSION SCHEME**

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This deed is dated **14 March 2018**

## **PARTIES**

- (1) Autumn House Care Limited whose registered office is at 9 St John's Place, Newport, Isle Of Wight, United Kingdom, PO30 1LH (**Principal Employer**).
- (2) James Jonathan Holmes of Redwood, Ashlake Copse Road, Ryde. IOW PO33 4EY and Francesca Marianne Holmes of Long Acre New Road, Wootton Bridge, Isle of Wight. PO33 4HY (**New Trustees**).

## **BACKGROUND**

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules.
- (B) The Principal Employer is the present Principal Employer under the Scheme.
- (C) Clause 4.1 of the Deed and Rules provides that the Principal Employer may appoint further trustees to the Scheme by deed.
- (D) The Principal Employer wishes to appoint the New Trustees to be Trustees of the Scheme.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

#### **1.1 Definitions:**

**Deed and Rules:** the definitive trust deed and rules dated 31 March 2008 made between the sponsoring employer and the Trustees.

**PA 1995:** Pensions Act 1995

**Scheme:** Michael and Janet Holmes Pension Scheme

**Continuing Trustees:** Michael Holmes, Janet Holmes

Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This deed shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. APPOINTMENT OF NEW TRUSTEE**

- 2.1 With effect from the date of this deed and in accordance with clause 4.1 of the Deed and Rules, the Principal Employer appoints the New Trustees to be Trustees of the Scheme to act jointly with the Continuing Trustees.
- 2.2 The New Trustee consents to act as a trustee of the Scheme jointly with the Continuing Trustees.
- 2.3 The Scheme Assets vest in the Continuing Trustees jointly with the New Trustee with effect from the date of this deed.

## **3. COUNTERPARTS**

- 3.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 3.2 Transmission of the executed signature page of a counterpart of this deed by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as

delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 3.3 No counterpart shall be effective until each party has executed [and delivered] at least one counterpart.

4. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

5. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed **Autumn**  
**House Care Limited** acting by a  
director, in the presence of:

  
.....  
Director

SIGNATURE OF WITNESS

NAME *Michael Duke*

ADDRESS OF WITNESS

*Stumpinster  
Fernhill  
Wotton  
PO33 4QX*

Executed as a deed by **JAMES HOLMES** in the presence of:

.....  
SIGNATURE OF WITNESS

NAME

ADDRESS OF WITNESS

James

JANET HOLMES

REDWOOD

ASHLAKE CORSE ROAD

FISHBOURNE

ISLE OF WIGHT

PO334EY.

Executed as a deed by **FRANCESCA HOLMES** in the presence of:

.....  
SIGNATURE OF WITNESS

NAME

ADDRESS OF WITNESS

James

JANET HOLMES

REDWOOD

ASHLAKE CORSE ROAD

FISHBOURNE

ISLE OF WIGHT

PO334EY.