CARLTON JAMES

Pension Practitioner.com
Daws House
33-35 Daws Lane
London
NW7 4SD

Date – 10/10/2016

Dear Pension Practitioner

RE: NGCS Retirement Scheme

Please see the enclosed documentation to appoint Edward Bailey & Richard Tinson as a trustee to the NGCS Retirement Scheme.

Yours Sincerely

Adam Holmes
Paraplanner

Edward Peregrine Bailey
45 Station Road
Royal Wootton Bassett
Swindon
SN4 7ED

2016

Dear Edward,

**NGCS Retirement Scheme** ("the Scheme")

This letter outlines the features of the Scheme as they would apply to you and invites you to become a member.

CONSTITUTION

The Scheme is to be a registered pension scheme within the meaning of Part 4 of the Finance Act 2004, governed by rules adopted by a deed dated ("the Rules") and administered by the trustees for the time being ("the Trustees"). The Rules will over-ride this letter in the event of any conflict between them. References to specific Rules are given for convenience in some of the headings below.

ADMISSION TO MEMBERSHIP (Rule 16)

Admission to the Scheme is at the discretion of the Company

CONTRIBUTIONS (Rule 17)

The Rules allow members, their employers and you to make contributions to the Scheme. The Rules do not make contributions by any person compulsory.

INDIVIDUAL FUNDS

Each Member of the Scheme has an "Individual Fund", built up through (i) contributions by/in respect of the Member and (ii) any transfer payments in respect of the Member from other schemes, adjusted to take account of the investment experience of the Scheme.

All benefits paid to or in respect of a Member are paid out of (and therefore their amount is limited by) his Individual Fund.

The Individual Fund will be further limited by the lifetime allowance, which at the date of this letter is £1 million.

BENEFITS FOR MEMBER (Rule 19)

The latest age at which benefits may be drawn is 77 and the earliest age is usually 55 but you may be able to draw benefits earlier if you suffer from incapacity or serious ill-health, or if you had an unusually low normal retirement age under the previous tax regime.

The Rules allow you to take benefits at any age consistent with this new tax regime. "Retirement" in this letter means simply drawing benefits during your lifetime.

On retirement, your Individual Fund will be applied by the Trustees to provide - at your request - a lump sum, which is payable free of income tax under current law. The maximum lump sum is usually 25% of the Individual Fund, but may be more or less in some cases, particularly for members with "transitional protection" of rights built up before A-day.

The remainder of your Individual Fund will then be designated to provide pension in the form of income withdrawal. This is essentially a pension drawn from the Individual Fund, the amount of which can be varied between:

- a minimum of nil and
- a maximum set every 3 years based on 100% of the single life annuity which could be bought with the Individual Fund.

When you reach age 77 the ability to draw an initial lump sum is lost.

BENEFITS ON DEATH (Rule 20)

On your death, the Trustees will use your Individual Fund to provide lump sum benefits and/or pensions for your dependants and other beneficiaries in accordance with the Rules.

The Rules give the Trustees wide discretion as to both the form of benefits and the recipients:

- pensions can be provided for dependants (which includes spouses and civil partners, children up to age 23 and others actually dependent on you);
- lump sums can be paid to any person.
- Some or all of your fund can be paid to a registered charity.

STATE PENSION ARRANGEMENTS

The Scheme is not contracted out of the State Second Pension Scheme.

TERMINATION (Rule 14)

The Scheme may be terminated in accordance with the Rules. In the event of its termination the assets of the Scheme will be applied for the benefit of Members having regard to their respective Individual Funds.

AMENDMENT (Rule 3)

The power to amend the Scheme may be exercised by the Principal Employer

ENQUIRIES / PROBLEMS

General enquiries about the Scheme or about your entitlement to benefit should be directed to the Administrator at Daws House, 33-35 Daws Lane, London. NW7 4SD.

OPAS (The Pensions Advisory Service) is available at any time to assist members and beneficiaries of the Scheme in connection with any pensions query they may have, or any difficulty which they have failed to resolve with the Trustees or the administrators of the Scheme.

The Pensions Ombudsman appointed under section 145(2) of the Pension Schemes Act 1993 may investigate and determine any complaint or dispute of fact or law in relation to an occupational pension scheme made or referred in accordance with that Act.

Both OPAS and the Pensions Ombudsman may be contacted at 11 Belgrave Road, London SW1V 1RB.

The Pensions Regulator is able to intervene in the running of schemes where trustees, employers or professional advisers have failed in their duties.

The Pensions Regulator may be contacted at Napier House, Trafalgar Place, Brighton BN1 4DW.

DATA PROTECTION

The Trustees are a "data controller" for data held about you in connection with the Scheme. This data may be used for any reasonable purpose connected with the administration of the Scheme, including decisions about the amount of benefits and eligibility for those benefits.

Data may be disclosed to delegates, agents and professional advisers but will otherwise be disclosed only with your consent or as required by law.

You are entitled on request to see copies of any personal data held about you, and to be told its source.

APPLICATION FOR MEMBERSHIP

If you wish to apply for membership of the Scheme, please sign and return this letter.

Signed ........................................ Name N. GREENAWAY

(Authorised signatory of N Greenaway Construction Services Limited)

I apply for membership. I agree to abide by the terms of this letter and the Rules.

Signed ........................................ Edward Peregrine Bailey

Date 36/09/2016

Richard John Tinson
77 Barrington Close
Witney
OX28 5FJ

2016

Dear Richard,

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Data may be disclosed to delegates, agents and professional advisers but will otherwise be disclosed only with your consent or as required by law.

You are entitled on request to see copies of any personal data held about you, and to be told its source.

APPLICATION FOR MEMBERSHIP

If you wish to apply for membership of the Scheme, please sign and return this letter.

Signed .................................... Name NICHOLAS GREENAWAY

(Authorised signatory of N Greenaway Construction Services Limited)

I apply for membership. I agree to abide by the terms of this letter and the Rules.

Signed .................................... Richard John Tinson

Date 15th Sept 2016

Date of Deed:

# Deed of Appointment of Trustee

## NGCS Retirement Scheme

**Parties**

1 **N Greenaway Construction Services Limited** (Company No. 07780648) whose registered office is situated at 21 Westmorland Road, Swindon, Wiltshire, SN1 2ND (in this deed called the "Principal Employer")

2 **Nicholas Greenaway** and **Kimberley Greenaway** of 21 Westmorland Road, Swindon, Wiltshire, SN1 2ND and **William David Finlay** of 21 Barlow Close, Wheatley, Oxford, OX33 1NL, **Stephen Vincent Greenaway** of 39 Inverary Road, Wroughton, Swindon, SN4 9DH, **Penelope Jane Bailey** of 49 Vicarage Road, Swindon, SN2 1JH and **Ailsa Greenaway** of 39 Inverary Road, Wroughton, Swindon, SN4 9DH (in this deed called the 'Continuing Trustees')

3 **Richard John Tinson** of 77 Barrington Close, Witney, OX28 5FJ39 and **Edward Peregrine Bailey** of 45 Station Road, Royal Wootton Bassett, Swindon, SN4 7ED (in this deed called the 'New Trustees')

**Recitals**

(A) **NGCS Retirement Scheme** (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and rules dated 31 August 2014 (in this Deed called the 'Existing Provisions') and all subsequent amending documentation.

(B) The Continuing Trustee is the present trustees of the Scheme.

(C) It is intended that the New Trustee be appointed as trustee of the Scheme

**Operative provisions**

1 Pursuant to Rule 4.1 of the Existing Provisions the Principal Employer appoints the New Trustee to the Scheme, the New Trustee consents to their appointment.

2 The parties agree to take all reasonable steps to vest in the Continuing Trustee and the New Trustee the trusts of the Scheme and all of the assets of the Scheme.

3 The provisions of this deed shall 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 **N Greenaway Construction Services Limited** acting by

Director Signature:
Name : N. GREENAWAY

Witness Signature:
Name : CHARLES WALTON
Address : 21 BRIMBLE HILL
WROUGHTON
SWINDON
SN4 0RQ

SIGNED as a Deed , and delivered when dated,
by ……………………….. (signature)
**Nicholas Greenaway** in the presence of:

Witness Signature:
Name : CHARLES WALTON
Address : 21 BRIMBLE HILL
WROUGHTON
SWINDON
SN4 0RQ

SIGNED as a Deed , and delivered when dated,

by .......................(signature)

**Kimberley Greenaway** in the presence of:

Witness Signature:

Name : Gemma Claire wood

Address : 13 Hythe Road

Swindon

SN1 3NZ

SIGNED as a Deed , and delivered when dated,
by .............................. (signature)

**William David Finlay** ~~in the~~ presence of:

Witness Signature: F. M May

Name : PHILIP M MAY

Address : 4 BARLOW CLOSE
WHEATLEY
OXFORD
OX33 1NL

SIGNED as a Deed , and delivered when dated, by ………………………….. (signature)

**Stephen Vincent Greenaway** in the presence of:

Witness Signature:

Name : Mr N. Seamark

Address : Penn Orchard.
Stoppers Hill
Brinkworth.
SN15 5DP.

SIGNED as a Deed , and delivered when dated,

by ............................... (signature)

**Penelope Jane Bailey** in the presence of:

Witness Signature:

Name : Adam Holmes

Address : Lime Kiln House, Lime Kiln, RWB, SN4 7HR

SIGNED as a Deed , and delivered when dated,
by .............................. (signature)

**Ailsa Greenaway** in the presence of:

Witness Signature:

Name : CRAIG HUTCHINSON

Address : 112 BEATRICE STREET
SWINDON
SN2 1BE

SIGNED as a Deed , and delivered when dated,

by ............................ (signature)

**Richard John Tinson** in the presence of:

Witness Signature:

Name : Adam Holmes

Address : Lime Kiln House, Lime Kiln, RWB, SW4 7HF

SIGNED as a Deed , and delivered when dated,

by ................ (signature)

**Edward Peregrine Bailey** in the presence of:

Witness Signature: A Sawyer

Name : ALAN SAWYER

Address : 43 STATION ROAD
WOOTTON BASSETT
SWINDON
WILTS
SN4 7ED