



THIS DEED is dated

12<sup>th</sup> July 2023

## **PARTIES**

- 1) **Nephesh Limited** (company number 03448839) whose registered office is situated at Oakland House, Oaklands Terrace Oaklands Terrace, Ty Coch, Cwmbran, Wales, NP44 7AJ (in this Deed called the “**Principal Employer**”).

## **BACKGROUND**

- (A) **Nephesh SSAS** (in this Deed called the “**Scheme**”) is a pension scheme which was established and is currently governed by an Establishing Trust Deed and Scheme Rules dated 4<sup>th</sup> April 2012 and all subsequent amending deeds (in this deed called the “**Existing Provisions**”).
- (B) The Principal Employer is the present sponsoring employer to the Scheme.
- (C) The Principal Employer are desirous to update the Rules of the Scheme under Clause 3.1 of the Existing Provisions. Any such alteration amendment or addition may have retrospective effect provided that the rights of any Member or any other person entitled to benefits are not adversely affected in relation to contributions already paid and that the status of the Scheme as a Registered Scheme under Part 4 of the Finance Act 2004 is not prejudiced.
- (D) The amendments are not detrimental modifications under section 67 of the PA 1995.

## **OPERATIVE PART**

### **1. Interpretation**

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

#### **1.1 Definitions:**

**Deed and Rules:** Establishing Trust Deed and Scheme Rules dated 4<sup>th</sup> April 2012

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** Nephesh SSAS

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

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to a document in **agreed form** are to that document in the form agreed by the parties and initialed by or on their behalf for identification.
- 1.12 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.14 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. Amendment

- 2.1 Pursuant to Clause 3.1 of the Existing Provisions, the Principal Employer have the power to amend the Scheme Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules with effect from the date of this Deed.

## 3. 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.

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- (B) The Principal Employer is the present sponsoring employer to the Scheme.
- (C) The Principal Employer are desirous to update the Rules of the Scheme under Clause 3.1 of the Existing Provisions. Any such alteration amendment or addition may have retrospective effect provided that the rights of any Member or any other person entitled to benefits are not adversely affected in relation to contributions already paid and that the status of the Scheme as a Registered Scheme under Part 4 of the Finance Act 2004 is not prejudiced.
- (D) The amendments are not detrimental modifications under section 67 of the PA 1995.

## OPERATIVE PART

### 1. Interpretation

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

#### 1.1 Definitions:

**Deed and Rules:** Establishing Trust Deed and Scheme Rules dated 4<sup>th</sup> April 2012

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