

DATED 13/9/2021

**DEED OF
AMENDMENT
Adopting Replacement Provisions**

Tempatron Directors Pension Scheme

THIS DEED is dated 13/9/2021

PARTIES

- 1) **Goodburn Engineering Limited** (Company No 00931740) whose registered office is situated at Unit 11 Ivanhoe Road, Hogwood Industrial Estate, Finchampstead, Wokingham, Berkshire, RG40 4QQ (in this Deed called the '**Principal Employer**'); and
- 2) **Brian James McVitty** of Flat 2, Kimbolton, 24 Ray Park Avenue, Maidenhead, Berks, SL6 8DY and **Peter Neudegg** of Holly Cottage, Heath Ride, Finchampstead, RG40 3QJ and **Richard Neudegg** of 52 Rookwood Avenue, Owlsmoor, Sandhurst, GU47 0TY (in this Deed called the '**Trustees**').

BACKGROUND

- (A) **Tempatron Directors Pension Scheme** (in this Deed called the '**Scheme**') is a pension scheme which was established by a Definitive Trust Deed and Rules dated 5th June 2008 and is currently governed by Rules adopted by a Trust Deed Adopting Replacement Provisions dated 19th January 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 Trustees are the current trustees of the Scheme.
- (D) The Principal Employer and the Trustees 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.
- (E) 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: a Definitive Trust Deed and Rules dated 5th June 2008 and Rules adopted by a Trust Deed Adopting Replacement Provisions dated 19th January 2012

PA 1995: Pensions Act 1995.

FA 2004: Finance Act 2004

Scheme: Tempatron Directors Pension Scheme

- 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 with the consent of the Trustees may exercise 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.

4. 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).

5. 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.

6. 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.

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

EXECUTED as a deed, and delivered when dated,
by **Goodburn Engineering Limited**
acting by

Director

Signature:

DocuSigned by:

83139E7183FC447...

Name:

Peter Neudegg

Witness

Signature:

DocuSigned by:

46F72D75C9964AA...

Name:

Emily Mcalister

Address:

Venture wales
Building
wales CF484DR

SIGNED as a deed, and delivered when dated, by

Signature:

Brian James McVitty

DocuSigned by:
Brian James McVitty
D575F0656913468...

Witness Signature:

Name : Emily Mcalister

Address :
Venture wales
Building
wales CF484DR

DocuSigned by:
Emily Mcalister
46F72D75C9964AA...

SIGNED as a deed, and delivered when dated, by

Signature:

Richard Neudegg

DocuSigned by:
Richard Neudegg
7C9804BD180A412...

Witness Signature:

Name : Emily Mcalister

Address :
Venture wales
Building
wales CF484DR

DocuSigned by:
Emily Mcalister
46F72D75C9964AA...

SIGNED as a deed, and delivered when dated, by

Signature:

Peter Neudegg

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Peter Neudegg
83139E7183FC447...

Witness Signature:

Name : Emily Mcalister

Address :
Venture wales
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wales CF484DR

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