

**DATED 18/04/22**

**DEED OF AMENDMENT  
Adopting Replacement Provisions**

**The Leadership Factor Ltd Directors Retirement Plan**

THIS DEED is dated 18/04/22

## **PARTIES**

1. THE LEADERSHIP FACTOR LIMITED of Taylor Hill Mill, Fairlea Road, Huddersfield HD4 6JA. (Company number 03145836) (in this deed called the 'Principal Employer')
2. STEPHEN NIGEL HILL, JANET HILL, CHRISTOPHER DAVID HILL, NICHOLAS JAMES HILL all c/o Taylor Hill Mill, Fairlea Road, Huddersfield HD4 6JA. (in this deed called the 'Trustees')

## **BACKGROUND**

1. **The Leadership Factor Ltd Directors Retirement Plan** (in this Deed called the '**Scheme**') is a pension scheme which is currently governed by a Definitive Trust Deed 15 August 2006, all Supplemental Deeds and in particular a Deed of Amendment dated 15 August 2011 (in this Deed called the '**Existing Provisions**').
2. The Principal Employer is the present sponsoring employer to the Scheme.
3. The Trustees are the current trustees of the Scheme.
4. The Principal Employer is desirous to update the Rules of the Scheme under Clause 3.1 of the Existing Provisions, for which the Trustees have offered their consent. 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.
5. 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 Deed of Amendment dated 15 August 2011

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** The Leadership Factor Ltd Directors Retirement Plan

**Scheme Practitioner:** The Practitioners Partnership

- 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 has the power to amend the Scheme Rules and have determined that:
  - 2.1.1 The Principal Employer with the consent of the Trustees shall continue to apply the Existing Rules, which shall be known as Part A rules from the Effective Date.

2.1.2 The Principal Employer with the consent of the Trustees shall adopt Part B rules in respect of any Member who Elects to join the Part B rules of the Scheme from the Effective Date.

2.1.3 Election of membership shall mean the completion of a Part B application of membership for which shall be submitted to the Scheme Practitioner and the Member shall no longer be subject to Part A rules of the Scheme.

3. Governing law and Conflict

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.

In the event of any conflict arising between the exercise of the Existing Provisions and Part B rules, the Trustees shall exercise the powers of resolution of those conflicts by unanimous decisions.

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 THE LEADERSHIP FACTOR LIMITED acting by


Director      Signature:   
Name: Stephen Nigel Hill

Witness      Signature:   
Name: J. A. NOTTINGHAM

Address: 53 COMMON END LANE, LEPTON HD8 0AL

EXECUTED as a deed, and delivered when dated,  
by STEPHEN NIGEL HILL

Signature: 

Witness      Signature:   
Name: J. A. NOTTINGHAM

Address: 53 COMMON END LANE, LEPTON HD8 0AL

EXECUTED as a deed, and delivered when dated,  
by JANET HILL

Signature:

Witness      Signature:

Name:

Address:

EXECUTED as a deed, and delivered when dated,  
by THE LEADERSHIP FACTOR LIMITED acting by

Director      Signature:

Name:

Witness      Signature:

Name:

Address:

EXECUTED as a deed, and delivered when dated,  
by STEPHEN NIGEL HILL

Signature:

Witness      Signature:

Name:

Address:

EXECUTED as a deed, and delivered when dated,  
by JANET HILL

Signature:



Witness

Signature:



Name:

DAVID H MILWARD

Address:


8 LAITHA AVENUE


HOLMBRIDGE

HOLMFIRTH

HD9 2PJ

EXECUTED as a deed, and delivered when dated,  
by CHRISTOPHER DAVID HILL

Signature: 


Witness Signature: 

Name: Stephanie Martin

Address: 13 Sakura Walk  
Leeds  
LS14 6WP.

EXECUTED as a deed, and delivered when dated,  
by NICHOLAS JAMES HILL

Signature: 

Witness Signature: 

Name: Justyna Hill

Address: 73A RAWCLIFFE LANE  
YORK  
YO30 5SJ