

Fiona Wilson

From: Fiona Wilson on behalf of Nick Vivian
Sent: 25 February 2020 14:38
To: emilym@pensionpractitioner.com
Cc: Nick Vivian
Subject: NEW HORIZONS RETIREMENT BENEFIT SCHEME - DEED
Attachments: 2020.02.24 Deed of amendment.pdf

Emily,

I am pleased to confirm that I have at long last received the Deed of Amendment all duly signed by my fellow Trustees so I have dated this 24th February 2020 as per the attached scanned document.

I shall place the hard copy in this evening's post to you.

Kind regards,

Nick

Sent on Behalf of Nick Vivian BSc FRICS Partner

Head of Asset and Property Management



Unex Tower, Station Street, Stratford, London E15 1DA
t 020 3141 3500 f 020 8594 1315 www.glenny.co.uk

DATED
24th February 2020

DEED OF AMENDMENT

New Horizons
Retirement
Benefits Scheme

THIS DEED is dated

24th February 2020

PARTIES

NICHOLAS CHARLES VIVIAN of 21 Calder Avenue, Brookmans Park, Hatfield, Herts A19 7AH, **PAUL DAWSON** of 34 Mount Crescent, Warley, Brentwood, Essex, CM14 5DB and **MARK PILGRIM STEVENS** all of 20 Lake Avenue, Billericay, Essex, CM12 0AJ (in this deed called the "Trustees")

DSSV Harlow Limited (Principal Employer), Company Number: 04945979 whose registered office is at Glenny LLP, Fifth Floor, Unex Tower Station Street, Stratford, London, England, E15 1DA

BACKGROUND

- (A) The Scheme is governed by the Deed and Rules. This deed is supplemental to the Deed and Rules and the deeds set out in the Schedule.
- (B) The Trustees are the present trustees of the Scheme.
- (C) The Trustees are desirous to update the Rules of the Scheme and the powers of amendment are vested in the Trustees by Clause 3 of the Deed and Rules. 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 Trustees have agreed to amend the Rules in the manner set out in the Schedules.
- (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 trust deed dated: 26th August 2009

PA 1995: Pensions Act 1995

FA 2004: Finance Act 2004

Scheme: New Horizons Retirement Benefits 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 initialled 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.
 - (a) 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.
 - 1.14 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.
 - 1.15 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.
2. Amendment
 - 2.1 Pursuant to Clause 3 of the Existing Rules, the Trustees 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.
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.


Signed as a deed and delivered on the date shown at the beginning of this deed by:

DSSV Harlow Limited

acting by

Director Name: NICHOLAS CHARLES VIVIAN

Signature:



Witness Signature: F. Wilson

Name FIONA WILSON

Address 77 WESTROW DRIVE BARKING ESSEX IG11 9BL

Signed as a deed and delivered on the date shown at the beginning of this deed by:

NICHOLAS CHARLES VIVIAN

Signature:



Witness Signature F. Wilson

Name FIONA WILSON

Address 77 WESTROW DRIVE BARKING ESSEX IG11 9BL

PAUL DAWSON

Signature:



Witness Signature

F. Wilson

Name

FIONA WILSON

Address

77 WESTROW DRIVE BARKING ESSEX IG11 9BL

MARK PILGRIM STEVENS

Signature:

A handwritten signature in black ink, appearing to read 'Mark Pilgrim Stevens', written over a horizontal line.

Witness Signature

F. Wilson

Name

FIONA WILSON

Address

77 WESTROW DRIVE BARKING ESSEX IG11 9BL