

**DEED OF  
AMENDMENT  
Adopting Replacement Provisions**

**The Abbey Color Self-Administered Pension Fund**

THIS DEED is dated 18 October 2022

## **PARTIES**

Simon Madin of 45 Fairview Dr, Bayston Hill Shrewsbury, SY3 0LD, Janet Madin of The Paddocks, 9 Parrys Close, Bayston Hill, Shrewsbury, SY3 0HP and Giles Madin of Mount House, The Bank, Pontesbury, SY5 0XX and RC Trustees Limited (Company No: 13042237) whose registered office is situate at 1a Park Lane, Poynton, Stockport, Cheshire, United Kingdom, SK12 1RD (in this Deed called the 'Continuing Trustees');

## **BACKGROUND**

- a) The Abbey Color Self-Administered Pension Fund (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Trust Deed dated 18 September 1985 and all subsequent amending deeds and documentation (in this Deed called the 'Existing Provisions').
- b) The Trustees are desirous to update the Rules of the Scheme under Clause 22.1 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.
- c) 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 and Rules dated 18 September 1985

**PA 1995:** Pensions Act 1995.

**FA 2004:** Finance Act 2004

**Scheme:** The Abbey Color Self-Administered Pension Fund

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 22.1 of the Existing Provisions, 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.

Signed as a Deed and Delivered when dated acting by:

Simon Madin



Witness Signature:



Witness Name:

ANDREW JORDAN

Witness Address

47 FAIRVIEW DRIVE BAYSTON HILL  
SHROPSHIRE SY3 0LD

Signed as a Deed and Delivered when dated acting by:

Janet Madin *J.M. Madin*

Witness Signature: *M.J. Roach*

Witness Name: MARGARET JENNIFER ROACH

Witness Address 16, PARAS LANE, BAYSTON HILL. SHROPS  
SY3 0SS

Signed as a Deed and Delivered when dated acting by:

Giles Madin *Giles Madin*

Witness Signature: *A. Jordan*

Witness Name: ANDREW JORDAN

Witness Address 17 FAIRVIEW DRIVE BAYSTON HILL  
SHROPSHIRE SY3 0LD.

Signed as a Deed and Delivered when dated acting by  
two Authorised Signatories of  
RC Trustees Limited

Signature *S*

Name:

Signature

Name:

The Chair and the member unanimously agreed that:

1. The payment of a widow's pension shall cease and Janet Madin having no individual account in the Scheme shall retire as a member and trustee of the Scheme.
2. The asset split of the Scheme prior to the signing of this resolution is;  
74.56% JM  
25.39% SM  
00.05% GM
3. Now on signing this Resolution and based on the Scheme Accounts dated 5 April 2022 the net assets of the Scheme is £436,715 and the assets of the Scheme shall be allocated as

**Uncrystallised Fund**

SM 25.39%  
GM 00.05%

**Death Benefit Drawdown Fund**

SM 37.28%  
GM 37.28%

4. The Scheme Administrator advised that:  
  
Simon Madin based on the Scheme Accounts dated 5 April 2022 may draw a pension commencement lump sum of £27723, the balance of the fund of £81,369 may take pension income of such amount as may be supported under the income receivable by the Scheme.  
  
The Scheme Administrator further advised that where Simon Madin takes pension income in respect of his share of fund, pension contributions shall be limited to £4,000 p.a.
5. Simon Madin shall issue a P45 to Janet Madin as a leaver and a Deed of Retirement shall be signed by all parties.
6. There being no further business the Meeting was closed.

**Signed**

Simon Madin



Giles Madin



RC Trustees Limited

Janet Madin



## Minutes of Meeting

### The Abbey Color Self-Administered Pension Fund

#### Parties:

Chair: RC Trustees Limited (acting for the Scheme Administrator)  
Janet Madin  
Simon Madin  
Giles Madin

Dated:

The Chair was appointed by the Parties present to consider the allocation of benefit under the Scheme Rules.

The Chair advised that:

*The Scheme is now subject to a Deed of Amendment dated 20 October 2022 by which under Rule 19.2.5 reallocate it under Rule 22 which states that:*

*22.1 When the Trustees reallocate all or part of an Individual Fund under this Rule they must reallocate all or such part of the Individual Fund in question to a new or another existing Individual Fund of one or more unconnected members as the Trustees think fit.*

*22.2 The Trustees may for the purposes of a reallocation under Rule 22.1 admit an unconnected member as a Member.*

*22.3 For the purposes of this Rule, an unconnected member is a person who was not immediately before the death of the Member or Dependant in question connected with such Member or Dependant for the purposes of section 172B of the Act.*

*Simon Madin and Giles Madin are not Dependant members for the purposes of Section 172B.*

*The allocation of benefits does not arise as a pension forfeiture as the reallocation arises in respect of a death benefit payment.*