

## **NOVATION OF SERVICES**

THIS DEED OF NOVATION is made on

### **PARTIES**

CRANFORDS TRUSTEES LIMITED, a company registered in England and Wales with its registered office at International House, Constance Street, London, E16 2DQ (hereinafter referred to as "the Original Supplier").

SENTINEL PENSION TRUSTEES LIMITED, a company registered in England and Wales with its registered office at Ty Menter, Navigation Park, Abercynon, CF45 4SN (hereinafter referred to as "the New Supplier").

### **BACKGROUND**

A. The Original Supplier desires to transfer by novation all its agreements, services, rights, and obligations related to customers registered with the Original Supplier for the performance of duties imposed as a Registered Scheme Administrator with HM Revenue & Customs (HMRC) pursuant to Finance Act 2004 in respect of the Schedule of Customers which is affixed to this Deed.

B. The New Supplier agrees to accept the transfer and undertake all related obligations and rights from the Effective Date of this Deed under this novation.

### **TERMS**

#### **1. DEFINITIONS**

- "Scheme Novation Date" refers to the date of this Deed.
- "Effective Date" means the date on which this Deed is executed by all parties.
- Agreements means contracts, both written and verbal for the performance of services as a Scheme Administrator that falls within the Finance Act 2004, in particular Section 270 - 273.

#### **2. NOVATION**

As of the Scheme Novation Date, the Original Supplier is released from all obligations under the existing agreements .

The New Supplier agrees to become a party to the services as a Scheme Administrator in place of the Original Supplier.

The New Supplier undertakes to perform all duties and obligations under the agreements, adhering to the terms and conditions as previously required of the Original Supplier. All references to the Original Supplier in any agreement with customers shall now be deemed references to the New Supplier.

### 3. PRIOR MATTERS

Nothing in this Deed shall affect any rights or claims the Original Supplier may have against any party relating to events or obligations arising before the Effective Date.

The New Supplier shall not be liable for, nor assume responsibility for, any matters that arose before the Effective Date.

### 4. VARIATION

The New Supplier shall make necessary amendments to ensure the agreements reflect the novation and continue effectively from the Novation Date, in accordance with this Deed.

### 5. COUNTERPARTS

This Deed may be executed in multiple counterparts, all of which together shall constitute one and the same instrument.

### 6. GOVERNING LAW AND JURISDICTION

This Deed, including any disputes or claims arising from or related to its content (including non-contractual matters), shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English

Signed as Deed and delivered when dated by:  
a Director Cranfords Trustees Limited

In the presence of:

Name: PAUL DAVIES

Signature: 

Address: 2 PARK TERRACE  
WRECHWIS  
CF46 6BT.

Signed as Deed and delivered when dated by:  
a Director Sentinel Pension Trustees Limited

In the presence of:

Name: SCOTT WILSON

Signature: 

Address: 10 MAEN CKEAGH  
TRELEWIS  
CF46 6BG