

THIS DEED is made the.....day of Two thousand and

BETWEEN

..... [Limited whose registered office is][of]
..... (“the Principal Employer”)

AND

..... of
of and of

(collectively referred to as “the Trustees”).

WHEREAS

- A. By a Trust Deed dated theday of One thousand nine hundred and between the Principal Employer and the Trustees (“the Establishing Deed”), a retirement benefits scheme (“the Scheme”) was set up to provide relevant benefits, as presently defined in section 612(1) Income and Corporation Taxes Act 1988 (“the Act”), on the death or retirement of [selected] employees and former employees of the Principal Employer [and of other employers which participate or have participated in the Scheme].
- B. The Scheme is, and has been at all relevant times, a retirement benefits scheme approved by the Board of Inland Revenue (“the Board”) as an ‘exempt approved scheme’, as presently defined in section 592(1) of the Act, for the purposes of Chapter I of Part XIV of the Act.
- C. The Scheme is an ‘eligible scheme’ satisfying the requirements of that definition as contained in paragraph 2 of Schedule 23ZA to the Act.(inserted by section of the Finance Act 2000 and referred to as “Schedule 23ZA”)*

[in a case where no changes to the provisions of the scheme have been required to meet the definition.] Or:*

The Scheme has become an ‘eligible scheme’ satisfying the requirements of paragraph 2 of Schedule 23ZA to the Act (inserted by section of the Finance Act 2000 and referred to as “Schedule 23ZA”) following changes to its provisions effected by means of a Deed of Variation dated [under clause ... of the Establishing Deed][by virtue of paragraph 6 of Schedule 23ZA] on theday of Two thousand and**

[** in a case where changes are required and are affected either under existing powers or, alternatively by reference to the provisions deemed to be included by reason of paragraph 6 of Schedule 23ZA]

- D. The Trustees, with the consent of the Principal Employer [and of other employers which participate in the Scheme], have applied to the Board under paragraph 3(1) of Schedule 23ZA for conversion of the Scheme to an approved personal pension scheme subject to the provisions of Chapter IV of Part XIV of the Act. and, if applicable, for registration as a stakeholder pension scheme under section 2 of the Welfare Reform and Pensions Act 1999.

[In a case where the scheme will be fully converted] Or:

The Trustees, with the consent of the Principal Employer [and of other employers which participate in the Scheme], have requested the Board to treat the Scheme as two retirement benefits schemes under section 611(3) of the Act in conjunction with an application under paragraph 3(1) of Schedule 23ZA that the Scheme, in so far as it relates to the class[es] of employees referred to in the First Schedule to this Deed, shall become an approved personal pension scheme subject to the provisions of Chapter IV Part XIV of the Act. and, if applicable, for registration as a stakeholder pension scheme under section 2 of the Welfare Reform and Pensions Act 1999.

[In a case where part of the scheme is converted and part remains an exempt approved scheme with Chapter I of Part XIV]

- E. The application of the Trustees under paragraph 3(1) of Schedule 23ZA has been made to the Board by notice given on theday of Two thousand and
- F. In giving notice under paragraph 3(7) of Schedule 23ZA, the trustees have requested that the intended date of change applicable to the Scheme under paragraph 3(2) of that Schedule should be theday of Two thousand and

NOW THIS DEED WITNESSES:

3. No matter referred to in the recitals to this Deed nor any changes to the Scheme effected by this Deed in consequence of the matters recited shall prejudice the status of the Trustees under the Establishing Deed as the continuing trustees of the Scheme.
4. *[In a case where full conversion will occur]* With effect from theday of.....Two thousand and the Scheme shall, in relation to each employee of the Principal Employer [or of any other employer participating in the Scheme] who at that date is a member of the Scheme, cease to be an exempt approved scheme under Chapter I of Part XIV of the Act and shall instead become an approved personal pension scheme subject to the provisions of Chapter IV of that Part Act of which the employee shall immediately become a Member.

[Or, in a case where conversion applies only to employees of particular categories or descriptions in accordance with s611(3) of the Act (as amended):

With effect from theday of.....Two thousand and the Scheme shall, to the extent that it relates to each and every employee of the Principal Employer [or of any other employer participating in the Scheme] who at that date is a member of the Scheme and is in the class[es] of employment referred to in the First Schedule to this Deed , cease to be an exempt approved scheme under Chapter I Part XIV of the Act and shall instead become an approved personal pension scheme subject to the provisions of Chapter IV of that Part of which the employee shall immediately become a Member.

5. The Trustees shall, from the date specified in Clause 2 above, hold all such assets, investments, deposits and monies of the Scheme as have been identified and valued under regulation 3 of Statutory Instrument No 2000/XXX, in connection with the Trustees' application under paragraph 3(1) of Schedule 23ZA, for the purposes of the approved personal pension scheme set up by this Deed and for no other purpose.
6. The Principal Employer and the Trustees shall execute such documents, give such undertakings or take whatever action as may from time to time be required in order to maintain the status of [the Scheme*][the relevant part of the Scheme**] as an approved personal pension scheme—
 - 6.1. in relation to the employees referred to in Clause 2 above and
 - 6.2. in relation to any individual who, by virtue of being or becoming an employee of the Principal Employer [or of any other employer participating in the Scheme] [in the class[es] of employment referred to in the First Schedule to this Deed **] shall, at any time subsequent to the date referred to in Clause 2 above, be admitted as a Member.

[**In a case where there is part conversion of the scheme under s611(3).]

7. The Rules contained in the [Second*] Schedule to this Deed (“the Rules”) as amended from time to time shall form an integral part of this Deed. Definitions contained in the Rules apply to this Deed. In the event of a conflict between the Rules and the provisions of this Deed, the Rules shall prevail in respect of personal pension arrangements made under [the Scheme][the relevant part of the Scheme].

[* insert in the case of a part scheme conversion under s611(3).]

8. Personal pension arrangements made under [the Scheme][the relevant part of the Scheme] by employees of the Principal Employer [or of any other employer from time to time participating in the Scheme] in their capacity as Members shall be taken to include rights arising under arrangements made by or for any such employee becoming a Member by virtue of Clause 2 above which derive from arrangements made when the Scheme was [wholly] an exempt approved scheme under Chapter I Part XIV of the Act. Such personal pension arrangements must meet the definition of “Arrangements” under the Rules and in all other respects be in accordance with the Rules.

9. The Member's Fund of each and every employee of the Principal Employer [or any other employer participating in the Scheme] who is a member of the Scheme and, by virtue of Clause 2 above, immediately becomes a Member of the approved personal pension scheme set up by this Deed shall, on the date specified in Clause 2 above, be credited with a transfer value equivalent to that Member's proper share of the assets, investments, deposits and monies held by the Trustees in accordance with Clause 3 above. The member's proper share is the property identified by the Trustees under regulation 4 of the Personal Pension Schemes (Restriction on Discretion to Approve and Conversion of Retirement Benefit Schemes) Regulations 2000 (Statutory Instrument No 2000/XXX) in connection with the Trustees' application under paragraph 3(1) of Schedule 23ZA. On and after conversion the Member's Fund shall be held for the purposes of the approved personal pension scheme set up by this Deed and for no other purpose.
10. [The Trustees] [.....] of/whose registered office is situated at shall act as Scheme Administrator in respect of all Members' Arrangements made under [the Scheme][the Personal Pension Scheme arising on conversion] and shall be responsible for the management of all such Arrangements in accordance with this Deed and the Rules. The Scheme Administrator, who at all times shall be resident in the United Kingdom, shall manage all such Arrangements in a manner consistent with the Rules and with [the Scheme] [the Personal Pension Scheme arising on conversion] being an Approved Scheme under Chapter IV Part XIV of the Act and, if applicable, a registered stakeholder pension scheme under section 2 of the Welfare Reform and Pensions Act 1999.
11. All contributions, and the amounts of such contributions, paid by each Member and each individual Member's employer from time to time participating in [the Scheme][the relevant part of the Scheme] in respect of such Member shall be in accordance with the Member's Arrangements and the Rules. Any voluntary contribution or contributions which a Member may make in accordance with a Member's Arrangement shall be subject to the Rules and to any limits or restrictions which the Trustees may from time to time impose.
12. The Scheme Administrator [on behalf of the Trustees*] shall collect or arrange the collection of all such contributions as are payable by or in respect of each Member under the Rules or under any other document issued pursuant thereto and shall apply those contributions in accordance with the Rules [as the Trustees shall direct*].

[* to be inserted where the scheme administrator is other than the trustees.]
13. The Trustees shall ensure that, in relation to each Member's Arrangement, all contributions paid by or in respect of the Member as permitted by the Rules are applied in accordance with the Arrangement. They shall further ensure, in the case of each and every Self Invested Personal Pension Arrangement, that a separate and clearly designated account is maintained in respect of each Member's Fund.

14. Any option conferred on a Member in accordance with any Arrangement may be exercised only by the Member giving notice in writing) to the Scheme Administrator at such address as is nominated by the Trustees (or in such form and by such means of electronic communications as are for the time being approved by the Trustees) for that purpose.
15. All assets, investments, deposits and monies held for the purposes of the approved personal pension scheme established by this Deed shall be in the entire beneficial ownership and under the legal control of the Trustees. The Trustees may, however, with the written consent of the Principal Employer, place those assets, investments, deposits and monies in the name of, or under the control of, a body corporate as nominee.
16. The Trustees shall have and be entitled to exercise all powers, rights and privileges necessary or proper to enable them to carry out all or any transaction, act, deed or matter arising under or in connection with the approved personal pension scheme set up by this Deed [and the consent or concurrence of all or any of the Members to any such transaction, act, deed or matter made or done by or on behalf of the Trustees shall not be required except as is expressly provided in this Deed or in the Rules. +]. .[The Trustees shall, however, subject to the restrictions contained in this Deed and any requirements of the Board at the time, take into account any specific wishes of a Member (or of any person acting on a Member's behalf with the Member's prior written authorisation) as to the manner in which such Member's Fund is invested. ++]
- [+ Non-SIPP] [++ SIPP]
17. The Trustees may, with the consent of the Principal Employer and engage in any lawful transaction not specifically authorised by the other provisions of this Deed which would, in the opinion of the Trustees, benefit the approved personal pension scheme set up by this Deed or any Arrangements under it. But this subject to the status of [the Scheme][the Personal Pension Scheme established by this Deed] as an Approved Scheme under Chapter IV of Part XIV of the Act not being prejudiced (whether by reason of a breach of the requirements and restrictions concerning permitted investment issued by the Board in respect of approved personal pension schemes or otherwise).
18. The Scheme Administrator may, from time to time and with the consent of the Principal Employer, appoint or employ such agents managers employees or nominees as the Scheme Administrator may from time to time decide to act on [its][his] behalf for all or any purposes of the approved personal pension scheme set up by this Deed. The Scheme Administrator shall not, however, appoint any agent or other person to act on [its][his] behalf in making claims to repayment of any tax deducted from or otherwise suffered in respect of income arising on any asset, investment, deposit or monies held for the purposes of the said approved personal pension scheme unless the intention to make such appointment has first been notified to [and acknowledged by] the Board.
19. All the expenses of administration management and investment of the approved personal pension scheme set up by this Deed shall be charged to and paid out of

contributions paid in respect of Members and shall be apportioned to each Member on such just and reasonable basis as the Principal Employer shall, in its sole discretion, determine. +

[+ Non-SIPP] Or:

All the expenses of administration management and investment of the approved personal pension scheme set up by this Deed shall be charged to and paid out of the designated account of the Member in respect of whom such costs have been incurred and the Principal Employer shall also have power to levy such further expenses as may be incurred in connection with the personal pension scheme as it may, in its sole discretion, determine. ++

[++ SIPP]

20. The Scheme Administrator may deduct from any payment made to any person under the approved personal pension scheme set up by this Deed a sum equal to any tax for which the Scheme Administrator becomes liable as a result of that payment.
21. No Member or any other person shall have any claim right or interest under the approved Personal Pension Scheme established by this Deed or any claim against the Principal Employer or the Trustees in connection with the Scheme except under or in accordance with the provisions of this Deed. Neither the Principal Employer nor the Trustees shall be personally liable for any acts or omissions not due to their own wilful neglect or default and, in particular, shall have no responsibility to or in respect of a Member in connection with investments made at the option or direction of a Member or any person authorised to exercise such option or make such direction on the Member's behalf.
22. In exercising any power or giving or withholding any consent under the provisions of this Deed, the Principal Employer shall owe no duty to any Member or any other person in exercising such power or in giving or withholding such consent.
23. The Principal Employer may, without requiring the agreement of the Trustees but subject to written approval of the Board, consent to another person executing a deed poll in favour of the Trustees under which that person undertakes the liabilities and responsibilities of the Principal Employer under the personal pension scheme set up by this Deed. In that event, the Principal Employer shall be released from all obligations applicable to this Deed which have been assumed by the person executing the deed poll.
24. All provisions in the Establishing Deed providing for the appointment, removal and replacement of any trustee under the Scheme and such provisions in that Deed as regulate the number of trustees and the quorum for any meeting or meetings of the Trustees are unaffected by this Deed.
25. The Principal Employer shall, with the consent of the Trustees and subject to written approval of the Board, have the power at its discretion and without requiring the consent of all or any of the Members, to alter amend or add to all or any of the provisions of this Deed. Any such alteration, amendment or addition

may have retrospective effect provided that no rights of any Member or any other person entitled to benefits are adversely affected in relation to contributions already paid and that the status of [the Scheme][the relevant part of the Scheme] as an Approved Scheme under Chapter IV of Part XIV of the Act is not prejudiced.

- 26. Any alterations amendments or additions to this Deed shall be effected by deed jointly executed by the Principal Employer and the Trustees which shall specify the date or dates from which any such alterations, amendments or additions shall have effect.
- 27. In the event of any dispute or matter of doubt arising which is not specifically provided for in this Deed, the Establishing Deed or the Rules, the Principal Employer and the Trustees may, having regard to the circumstances, take such steps as in their absolute discretion are considered appropriate to resolve such dispute or doubt.
- 28. This Deed is subject to, and governed by, the laws of

This Deed has been executed by the parties and is delivered the day and year first before written.

Executed as a Deed by
.....[Principal Employer's Name]

..... (Authorised signatory)

..... (Authorised signatory)

Executed as a Deed by
..... [Names of Trustees]

..... (Authorised signatory)

..... (Authorised signatory)