

**Trust Deed**  
**establishing the**  
**International SIPP**

Dated 24th January 2017

**THIS ESTABLISHING TRUST DEED** is made the Twenty Fourth day of January Two thousand and seventeen

**BETWEEN**

- 1 London & Colonial Services Limited** (hereinafter called the "Provider") a company registered in England & Wales under number 02966313 whose registered office is at Perrymount House, 38-42 Perrymount Road, Haywards Heath RH16 3DN.
  
- 2 London & Colonial (Trustee Services) Limited** (hereinafter called the "First Trustee") a company registered in England & Wales under number 04947255 whose registered office is at Perrymount House, 38-42 Perrymount Road, Haywards Heath RH16 3DN.

**WHEREAS**

- A** The Provider is regulated by the UK Financial Conduct Authority and has permission from the said Authority to establish personal pension schemes.
  
- B** The Provider has determined to establish under irrevocable trusts and with effect from the date hereof a personal pension scheme to be known as the International SIPP (hereinafter referred to as the "Scheme") for the purpose of providing income and lump sum benefits in respect of such persons as become Members in accordance with the Rules appended hereto.
  
- C** The Provider intends that the Scheme shall be a "Registered Pension Scheme" for the purposes of Part 4 of the UK Finance Act 2004.
  
- D** The First Trustee has been nominated by the Provider to be and has agreed to act as the sole trustee of the Scheme.

**NOW THIS DEED WITNESSES THAT**

- 1** The Provider hereby establishes the Scheme and appoints the First Trustee to be the first sole trustee of the Scheme which appointment the First Trustee hereby accepts.
  
- 2** The Scheme shall be governed by the attached Rules.
  
- 3** The provisions of this deed shall have effect on and from its date.

**IN WITNESS WHEREOF** these presents have been entered into the day and

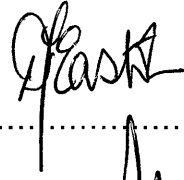
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**EXECUTED AS A DEED** by

**London & Colonial Services Limited**

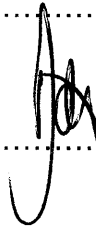
Acting by:

Director



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Director



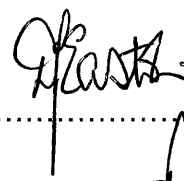
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**EXECUTED AS A DEED** by

**London & Colonial (Trustee Services) Limited**

Acting by:

Director



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Director



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# International SIPP

## Scheme Rules

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## Part 1 – Scheme Structure and Operation

### 1 Interpretation

#### 1.1 In these rules:

- 1.1.1 "2004 Act" means Part 4 of the UK Finance Act 2004 and the schedules relating to that Part;
- 1.1.2 terms which appear in bold italics shall have the particular meaning given to them for the purposes of that Act;
- 1.1.3 references to all or part of a section or schedule shall be taken as references to the relevant provision of that Act;
- 1.1.4 reference to any enactment or regulations shall include reference to any statutory amendment or re-enactment for the time being in force and where appropriate any subsequent related regulations or other legislation;
- 1.1.5 indices and headings are included for convenience only and shall not affect the interpretation of the Rules; and
- 1.1.6 (unless the context requires otherwise) references to the singular shall include the plural and vice versa and references to any gender shall include any other gender.

#### 1.2 In these rules and unless the context requires otherwise:

- "Adopting Deed" means the deed by which these Rules are adopted.
- "Beneficiary" means a Member or any person having a Benefit.
- "Benefit" means an actual or prospective entitlement to any benefit under the Scheme (including any part of a **pension** and any payment by way of **pension**).
- "Dependant" in relation to a Member has the meaning it has in the 2004 Act and includes a person who was married to the Member when the Member first became entitled to a **pension** under the Scheme.
- "Drawdown" means:
- (i) in the case of a Member, **drawdown pension**;
  - (ii) in the case of a Survivor, **dependants' drawdown pension** or **nominees' drawdown pension** or **successors' drawdown pension**, as appropriate.
- "Drawdown Fund" means any part of an Individual Fund which is designated as available for the payment of Drawdown in accordance with the Rules or which in the opinion of the Scheme Trustee should be so designated to reflect:
- (i) any regulations made under section 283(2), or any treatment as so designated under paragraph 8(2) of Schedule 28 or any other provision of the 2004 Act; or
  - (ii) any designation existing immediately before the Rules took effect

and which in any case has not subsequently been applied towards the provision of any other benefit in accordance with the Rules.

- "Eligible Recipient" in relation to a Member or Survivor means:
- (i) his Relatives;
  - (ii) his Dependants (meaning, in the case of a Survivor, any individual who would be a Dependant if the Survivor were a Member);
  - (iii) any person nominated for this purpose by him;
  - (iv) any person entitled under his will to any interest in his estate;
  - (v) any person or body whom the Scheme Trustee may reasonably consider appropriate having regard to their standing in relation to the Member or Survivor;
  - (vi) his personal representatives (but not if any payment to them would then pass as bona vacantia); and
  - (vii) (in relation to a Survivor) any Eligible Recipient of the **member** to whom the relevant **arrangement** relates.
- "Employer" means a current employer of the Member.
- "Enhanced Protection" means, in relation to an individual, the application of paragraph 12 of Schedule 36 in his case.
- "Fixed Protection" means, in relation to an individual, the 2004 Act having effect in his case as if the **standard lifetime allowance** were the greater of the **standard lifetime allowance** and a fixed amount specified by the 2004 Act.
- "Fund" means all contributions, gifts and transfer payments received by the Scheme and any other monies, investments, policies, property or other sums or assets for the time being held for the purposes of the Scheme.
- "General Fund" means any part of the Fund which is not an Individual Fund.
- "HMRC" means the Commissioners or officers of Revenue and Customs in the UK or both of them, as the context may require.
- "Individual Fund" in relation to a Member or Survivor means that part of the Fund which the Scheme Trustee determines is attributable to him having regard to:
- (i) (in the case of a Member) any contributions made by him and by any other person in respect of him;
  - (ii) any Benefit provided to or in respect of him;
  - (iii) (in the case of a Survivor) any part of an Individual Fund designated as available for the payment of Drawdown to that Survivor;

- (iv) any income, gains or losses (whether realised or not), fees, costs and expenses borne by the Fund and any actual or prospective liabilities of the Scheme Trustee (other than liabilities to pay Benefits) attributable to the Fund;
- (v) any transfers made to or from the Scheme in respect of him;
- (vi) any allocation or reallocation of any part of the Fund in accordance with the Rules;
- (vii) any **pension credit** or **pension debit** applicable to him.

"Member" means a person admitted as a Member in accordance with Rule 14 or by virtue of a transfer in accordance with Rule 10 (other than a transfer to which Rule 10.4 applies) and "Membership" has a corresponding meaning.

"Partner" in relation to an individual means any person who is (or was immediately before the individual's death) his spouse or civil partner (within the meaning of section 1 of the UK Civil Partnership Act 2004).

"Provider" means the person so named in the Adopting Deed.

"Regulator" means the Pensions Regulator established by the UK Pensions Act 2004.

"Relative" in relation to an individual means:

- (i) any ancestor or descendant (however remote) of the individual or of his Partner;
- (ii) any stepchild, brother or sister of the individual (whether of the whole or of the half-blood) and any descendant of any such stepchild, brother or sister;
- (iii) any Partner of the individual or of any person within (i) or (ii) above;
- (iv) any stepbrother or stepsister of the individual

and for these purposes:

- (i) 'descendant' includes adopted persons and those who have been treated as children of the family;
- (ii) the class of Relatives shall be closed at the individual's date of death except that it shall include persons then en ventre sa mere who if they had then been born would have been Relatives.

"Rules" means these rules and any amendments or modifications to them.

"Scheme" means the scheme to which these rules apply.

"Scheme Administrator" has the meaning ascribed to it in Rule 2.3.

- "Scheme Trustee" shall mean the person named as Scheme Trustee in the Adopting Deed and any successor for the time being appointed in accordance with Rule 4.1.
- "Survivor" means an individual for whom an Individual Fund is held for the purposes of payment of Drawdown to them other than as a Member.
- "Uncrystallised Fund" means any part of an Individual Fund which is not a Drawdown Fund and has not been applied towards the provision of any other benefit in accordance with the Rules.

## **2 Constitution of Scheme**

- 2.1 The main purpose of the Scheme is the payment of benefits permitted by the *pension rules, lump sum rule, pension death benefit rules or lump sum death benefit rule*.
- 2.2 The Fund shall be vested in the Scheme Trustee upon irrevocable trusts, to be applied in accordance with the Rules.
- 2.3 The Scheme Trustee may from time to time and subject to such conditions as it shall deem fit appoint in writing one or more persons to act as Scheme Administrator and to be responsible for the discharge of the functions conferred or imposed on such a person by and under the 2004 Act provided that if such appointment terminates or if at any time there should be no other person acting as Scheme Administrator the Provider shall act as the Scheme Administrator until such time as it may appoint another person to so act.
- 2.4 The Scheme Trustee hereby appoints the Provider named in the Adopting Deed to be the Scheme Administrator.
- 2.5 The Scheme Trustee may conclusively determine whether or not any person is a Beneficiary and the amount of any Benefit, and may also conclusively determine all questions and matters of doubt arising in connection with the Scheme.
- 2.6 No person shall have any claim, right or interest in respect of any of the moneys, investments, policies, property or other sums or assets for the time being comprising the Fund except to the extent that the value thereof may determine his entitlement to benefit.
- 2.7 No person shall have any right to enforce any provision of the Rules by virtue of the UK Contracts (Rights of Third Parties) Act 1999 which he would not have apart from that Act.
- 2.8 The Rules are to be governed by and interpreted in accordance with the laws of England in relation to any claim, dispute or difference that may arise in connection herewith.

## **3 Amendment of the Rules**

- 3.1 The Scheme Trustee may, without the consent of any Beneficiary, alter add to or delete all or any of the Rules by deed, with immediate future or retrospective effect.

## **4 Scheme Trustee and other Trustees: Appointment and Removal**

- 4.1 The Scheme Trustee may at any time by deed agree with another person (the "Replacement Scheme Trustee") that that person shall undertake the duties of the Scheme Trustee under the Scheme. In that event, the Scheme Trustee shall be discharged from the trusts of the Scheme and these Rules shall have effect as if the Replacement Scheme Trustee were the Scheme Trustee.
- 4.2 The Scheme Trustee may at any time in relation to any asset of an Individual Fund appoint, with effect from such date or contingent upon such future event as the Scheme Trustee may specify, any one or more persons (who may include the relevant Member or



Survivor) to act jointly with the Scheme Trustee as trustees of that asset PROVIDED ALWAYS THAT:

- 4.2.1 all the provisions of the Rules conferring any power of investment or application in relation to that asset shall have effect as if references to the Scheme Trustee were references to all the trustees of that asset;
- 4.2.2 the Scheme Trustee may at any time remove any trustee so appointed;
- 4.2.3 there shall be no maximum or minimum number of trustees of any asset; and
- 4.2.4 any decision of the trustees of any asset must be unanimous.

## **5 Relationship of Scheme Trustee to Members and others**

5.1 In relation to any Individual Fund, the Scheme Trustee shall exercise its powers in Rule 7.1 in accordance with (and only in accordance with) any directions given by the relevant Member or Survivor, except where to do so would in the opinion of the Scheme Trustee:

- 5.1.1 lead to a breach of any other provision of the Rules, provision of a benefit not specifically permitted by the Rules or the making of a ***scheme chargeable payment***;
- 5.1.2 prejudice the status of the Scheme as a ***registered pension scheme***;
- 5.1.3 prevent or unduly delay recovery of any amount under Rule 8.5 or payment of Benefits or any other payment required for the proper administration of the Scheme generally; or
- 5.1.4 breach any restrictions on particular investments or classes or descriptions of investment which the Scheme Trustee may in its absolute discretion impose from time to time for this purpose (whether those restrictions are imposed in respect of the whole Scheme or any particular category or description of Members or Survivors); or
- 5.1.5 be otherwise improper or inappropriate.

In default of any proper direction from the relevant Member or Survivor, the Scheme Trustee shall invest the Individual Fund in a deposit account with a bank. In no circumstance shall either the Provider or the Scheme Trustee be obliged to monitor or account for the investment performance of any Member's or Survivor's Individual Fund.

5.2 For the purposes of any directions to be given by a Member or Survivor in accordance with Rule 5.1:

- 5.2.1 the Member or Survivor may appoint any person, including, subject to Rule 5.3, a manager, acceptable to the Scheme Trustee to give such directions and shall provide to the Scheme Trustee any information or assurance that it may request in connection with such appointment;
- 5.2.2 if and for so long as the Member or Survivor is a minor, or in the opinion of the Scheme Trustee unable to act by reason of mental disorder or otherwise, the Scheme Trustee may act instead on the directions of any one or more of his parents, guardians, spouse or other person legally appointed or authorised to act on his behalf and the Scheme Trustee shall not be under any liability to enquire further into the wishes of the Member or Survivor.

5.3 Any appointment of a manager as permitted by Rule 5.2.1 above shall be conditional upon:-

5.3.1 the manager being appropriately authorised under the UK Financial Services and Markets Act 2000 and/or such other legislation in any jurisdiction that applies to the activities required by the appointment; and

5.3.2 the manager agreeing to observe such conditions and procedures as the Scheme Trustee shall require.

## **6 Powers, Duties and Discretions**

6.1 The Scheme Trustee is granted all the powers, rights, privileges and discretions it may require for the proper implementation of the Scheme, including the performance of all duties imposed by law and may do anything expedient or necessary for the support and maintenance of the Scheme or for the benefit of the Beneficiaries (including for the avoidance of doubt the institution, defence, compromise and settlement of legal proceedings, whether brought by or against a Beneficiary or otherwise). Any powers granted by these Rules shall be in addition to those granted by law.

6.2 The Scheme Trustee may effect such insurance for such risks and for such amounts as it considers prudent, including without limitation insurance against any loss or damage caused by any act or omission of the Scheme Trustee or any person appointed under this Rule 5.3.

6.3 The Scheme Trustee may:

6.3.1 delegate or authorise sub-delegation of any of its duties, powers and discretions, whether arising by virtue of these Rules or by operation of law or otherwise;

6.3.2 grant authority to execute deeds and any other documents and give receipts or discharges for any moneys or other property

to any one or more persons including any Beneficiary (and in the case of a corporate body, any director or other officer), subject to such terms as it in its absolute discretion thinks fit.

6.4 The Scheme Trustee may appoint and remove (or arrange for the appointment and removal of):

6.4.1 any investment manager, nominee, custodian, sub-custodian or other person concerned with the management or custody of assets;

6.4.2 any agent in any transaction or in any act of administration;

6.4.3 any actuary, solicitor, accountant, auditor or other adviser;

6.4.4 any clerical or executive officers or staff as it may consider desirable

in each case in relation to the whole or any part of the Scheme or Fund and upon such terms, as to remuneration liability and indemnity and otherwise, as it thinks fit.

6.5 The Scheme Trustee may at its absolute discretion accept or renounce for the purposes of the Scheme any gifts, donations or bequests.

## **7 Investment**

7.1 The Scheme Trustee shall have in relation to each Individual Fund full powers of investment and application including all such powers which it could exercise if it were absolutely and beneficially entitled to the Individual Fund. In particular and without prejudice to the generality of the foregoing the Scheme Trustee may invest or apply all or any part of the Individual Fund in any part of the world:

- 7.1.1 in deferred or immediate annuity policies, life assurance policies, retirement, endowment or sinking fund contracts or policies each of which are effected with an **insurance company**;
- 7.1.2 in any interest in land or property (including commercial and residential property);
- 7.1.3 in units, unit trusts or mutual funds or other common investment funds or securitised issues or any other form of collective investment;
- 7.1.4 in the purchase of or subscription for or in underwriting, sub-underwriting or guaranteeing the subscription of any stocks, shares, debenture stocks or other investments;
- 7.1.5 in entering into and engaging in any obligations or contracts or dealings including dealings in currencies, traded options, financial futures, commodities or commodity futures;
- 7.1.6 in choses in action, personal chattels and any other property or right or interest of any description in any asset, in each case whether tangible or not and whether moveable or not;
- 7.1.7 in the insurance of any assets of the Individual Fund against any risks and for any amounts;
- 7.1.8 by opening and operating accounts with any local authority, bank, **insurance company**, building society or finance company upon such terms as it thinks fit; and
- 7.1.9 by participating in any scheme of any description operated or administered by an **insurance company**

and may

- 7.1.10 lend monies to any person for such purposes and upon such security and subject to such terms as it considers fit;
- 7.1.11 borrow or raise money from any person or persons for any purpose in connection with the Scheme whether for investment or payment of benefits or otherwise to any extent and on any terms and conditions as the Scheme Trustee in its absolute discretion shall think fit and such power to borrow shall extend to any nominee of the Scheme Trustee and any investments in the name of either the Scheme Trustee or of a nominee of the Scheme Trustee may be charged as security for any such borrowing by the Scheme Trustee or by a nominee of the Scheme Trustee;
- 7.1.12 sell, lend, lease, license, surrender, assign, convert, repair, alter, improve, maintain, develop, demolish, vary or transpose any assets of the Fund; and
- 7.1.13 make any arrangements with an **insurance company** for the provision of all or any Benefits

in each case to the fullest extent consistent with Rule 2.1.

7.2 The Scheme Trustee may exercise any of its powers under this Rule 7:

- 7.2.1 alone or jointly with the trustees of any other **pension scheme** or with any other person on such terms as they may agree;
- 7.2.2 whether or not producing interest or dividends or any other form of income;
- 7.2.3 whether or not involving a wasting or depreciating asset or any interest in an asset which is reversionary or limited in any other way;

- 7.2.4 whether or not involving any liability on the Scheme Trustee or the Fund; and
  - 7.2.5 whether or not the Scheme Trustee or any delegate, agent, adviser or other person appointed under Rule 5.3, or any person connected or associated with any of them, has a personal interest or interest in another fiduciary capacity.
- 7.3 Any provision made under the power to insure in respect of any Benefit (whether immediate or contingent) may be made by effecting an individual annuity contract or policy in the name of the Beneficiary or of the Scheme Trustee or by assigning any such contract or policy to the Beneficiary. Each contract or policy must be subject to any terms and conditions necessary to comply with the UK Pension Schemes Act 1993.

## **8 Liability, Recovery of Charges, Expenses etc.**

- 8.1 The duty of care under section 1 of the UK Trustee Act 2000 shall not apply to any trustee in relation to the Scheme.
- 8.2 Except as specifically required by the Rules, no trustee shall be required to consult, or act upon the wishes of, Beneficiaries. Section 11(1) of the UK Trusts of Land and Appointment of Trustees Act 1996 shall not apply to the Scheme.
- 8.3 Neither the Scheme Trustee nor the Provider shall be liable for the consequence of any mistake or forgetfulness (whether of law or fact) of it, its agents, employees or advisers or of any of them or for any maladministration or breach of duty or trust whether by commission or omission except to the extent that it is due to its own breach of trust knowingly and deliberately committed.
- 8.4 If the inclusion of any words in Rule 8.3 would at law render ineffective the protection of the Scheme Trustee or Provider then the clause is to be read with such words omitted.
- 8.5 The Scheme Trustee may, without the agreement of any Beneficiary and to the extent permitted by section 256 of the UK Pensions Act 2004, recover out of the relevant Individual Funds any fees or charges imposed by the Scheme Trustee in accordance with such terms as may be notified from time to time together with any losses, liabilities, costs, charges or expenses (including any fees, charges or expenses of persons appointed pursuant to Rule 5.3) or other amounts the Scheme Trustee or Provider may suffer or incur in connection with or in relation to:
- 8.5.1 investment;
  - 8.5.2 any proceedings brought in order to comply, or procure compliance by any Beneficiary or other person, with any obligation imposed by law or by this deed or any agreement made under it;
  - 8.5.3 any proceedings brought by or on behalf of a Beneficiary;
  - 8.5.4 any other proceedings;
  - 8.5.5 any liability to tax or other imposition of any kind in respect of any payment to be made to or in respect of a Beneficiary;
  - 8.5.6 the execution of the trusts of the Scheme generally
- except to the extent that such amounts:
- 8.5.7 are recoverable by the Scheme Trustee under any policy of insurance and would not be recoverable but for this exception, or
  - 8.5.8 are suffered or incurred by the Scheme Trustee or Provider as a result of its own deliberate breach of trust committed in deliberate disregard of the proper instructions of the relevant Member or Survivor, or actual fraud

and the Scheme Trustee shall pay over to the Provider or person appointed pursuant to Rule 5.3 amounts so recovered or retain them for its own benefit as appropriate.

- 8.6 Neither the Provider nor the Scheme Trustee shall be obliged to bring, pursue, defend or appeal any proceedings or decisions in relation to the Scheme and neither shall be chargeable with any breach of trust in any way in connection with any such omission.
- 8.7 Any trustee engaged in any profession or business shall be entitled to be paid and retain all usual professional or proper charges and commissions for business done by him or his firm in connection with the Scheme including acts which a trustee who is not in any profession or business could have done personally.
- 8.8 The Scheme Trustee may take out trustees' indemnity insurance or (in the case of a corporate body) directors' and officers' insurance to cover any liability or potential liability in relation to the Scheme and the cost of premiums shall, to the extent permitted by section 256 of the UK Pensions Act 2004, be borne by the relevant Individual Funds.
- 8.9 Each Member and Survivor shall indemnify and keep indemnified the Scheme Trustee and Provider against any amounts described in Rule 8.5 as recoverable by the Scheme Trustee but which in the opinion of the Scheme Trustee are not in fact recoverable out of the relevant Individual Funds.
- 8.10 No decision of or exercise of a power, duty or discretion by a trustee or by any delegate shall be invalidated or questioned on the ground that the trustee or delegate had a personal interest in the manner or result of the decision or of exercising the power, duty or discretion. A trustee or delegate shall be entitled to retain beneficially any Benefit or other interest which he may have under the Scheme.
- 8.11 The Provider, the Scheme Administrator and the Scheme Trustee or delegate shall be entitled either separately or jointly to retain beneficially any commission, fee, remuneration or other benefit obtained in connection with the Scheme.
- 8.12 The Provider, the Scheme Trustee and the Scheme Administrator shall not be prevented or restricted from exercising in its own interest any power or discretion (or be obliged to account for any benefit as a result of any such exercise) under or in connection with the Scheme.
- 8.13 The Provider, Scheme Administrator and Scheme Trustee shall not be liable in respect of any payment or payments to any person or persons erroneously made by it.
- 8.14 In this Rule 8:
- 8.14.1 references to a Scheme Trustee shall be taken to include any former Scheme Trustee and any present or former director or other officer of any of them (but not so as to provide any protection of a director from liability which would be void under Chapter 7 of the UK Companies Act 2006 or under any other relevant legislation in any other relevant jurisdiction);
- 8.14.2 references to proceedings shall be taken to include any investigation by the UK Pensions Ombudsman or UK Financial Ombudsman Service, and any other form of action, proceeding or claim in any jurisdiction.

## **9 Provider**

- 9.1 If at any time the Provider:
- 9.1.1 has ceased to exist;
- 9.1.2 has an administrative receiver as defined in Section 29(2) of the UK Insolvency Act 1986 appointed in respect of all or part of its property;
- 9.1.3 has a liquidator appointed under Part IV of the UK Insolvency Act 1986; or

9.1.4 has an administrator appointed under Part II of the UK Insolvency Act 1986

then all its powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Scheme Trustee alone and any requirement for its consent or approval or similar shall not apply.

9.2 The Scheme Trustee may at its discretion at any time enter into a deed with another person (the "Replacement Provider") under which that person undertakes the liabilities and responsibilities of the Provider under the Scheme or it may itself assume the said liabilities and responsibilities. In any such event, the person previously acting as Provider shall be released from all such liabilities and responsibilities and these Rules shall have effect as if the Scheme Trustee or the Replacement Provider respectively were the Provider.

## 10 Transfers between Schemes

10.1 The Scheme Trustee may at its absolute discretion:

10.1.1 accept in respect of any individual a transfer of all or any of the assets of another **pension scheme** to the Scheme, to provide such Benefits as the Scheme Trustee may specify, to and in respect of that individual;

10.1.2 make in respect of any individual a transfer of his Individual Fund (or an amount representing it) to another **registered pension scheme** or **qualifying recognised overseas pension scheme**, to provide such benefits under the other scheme as its trustees or managers offer.

10.2 The Scheme Trustee shall not be required to obtain the consent of the person or persons in respect of whom the transfer is accepted or made except:

10.2.1 in relation to a transfer which would prejudice Enhanced Protection or Fixed Protection, whether an **impermissible transfer**, or a transfer that is not a **permitted transfer**, or otherwise;

10.2.2 in relation to a transfer that is not a **recognised transfer**; or

10.2.3 where required by law.

10.3 In connection with any such transfer the Scheme Trustee shall have power to provide such information to such persons as may be required by the 2004 Act or otherwise as it may in its absolute discretion determine to be necessary.

10.4 If the purpose of a transfer made to the Scheme under Rule 10.1.1 is the provision or continuation of a pension permitted by the **pension death benefit rules**, these Rules shall apply to such pension as if the person in respect of whose death it is payable had been a Member (or, where appropriate, a Survivor) at the date of his death.

10.5 A transfer made from the Scheme under Rule 10.1.2 shall (subject to any special terms or conditions imposed by the Scheme Trustee) extinguish the Individual Fund concerned and release the Scheme Trustee from any liability in respect of any corresponding Benefits.

## 11 Buying Out Benefits

11.1 The Scheme Trustee may at any time arrange with an **insurance company** to secure outside the Scheme the Benefits payable or prospectively payable out of an Individual Fund by (or by procuring):

11.1.1 application of the Individual Fund or its proceeds towards the purchase of an appropriate policy from, or entry into an appropriate contract with, the **insurance company**;

11.1.2 assignment of the benefit of any policy or contract forming part of that Individual Fund and previously effected with that **insurance company**

in either case on such terms as the Scheme Trustee in its absolute discretion thinks fit.

11.2 Following such application, the Scheme Trustee shall be discharged from all claims in respect of such Benefits.

## 12 Winding up and dissolution

12.1 The remaining provisions of this Rule 12 shall apply upon:-

12.1.1 the Scheme Trustee so resolving; or

12.1.2 1 January 2075, unless the Scheme can then lawfully be continued.

12.2 The Scheme shall be determined and the Fund shall be wound up provided that the trusts of the Scheme shall remain in force and all powers under the Rules shall remain exercisable until the Fund has been completely wound up.

12.3 The Scheme Trustee shall apply any General Fund in accordance with Rule 22.

12.4 The Scheme Trustee shall apply each Individual Fund in the following order:

12.4.1 in discharging so much of the actual or anticipated costs, charges and expenses of and incidental to the application of the Fund (including the remuneration of professional advisers) as the Scheme Trustee in its absolute discretion may determine;

12.4.2 in payment of any **lump sum death benefit** in respect of a death occurring before the application of this Rule 12;

12.4.3 securing benefits in respect of the relevant Member or Survivor in such one or more of the ways described in Rule 12.5 as the Scheme Trustee in its absolute discretion may determine having regard to the Benefits that would otherwise have been payable from the Scheme.

12.5 The ways described in this Rule are:

12.5.1 purchase of an immediate or deferred annuity from an **insurance company** on any terms;

12.5.2 payment of a lump sum permitted by the **lump sum rule**;

12.5.3 payment of a transfer in accordance with Rule 10.1.2.

12.6 If the assets of the Fund include annuity contracts or annuity policies effected with any **insurance company**, the Scheme Trustee shall make or procure:

12.6.1 an arrangement with the **insurance company** to assign them to, or transfer or secure them in trust for, the person or persons entitled to benefit under them; or

12.6.2 an assignment of them to another **pension scheme**

as appropriate.

## **Part 2 – Membership and Benefits**

### **13 Medical evidence and other relevant information**

- 13.1 The Scheme Trustee may at any time request any Beneficiary to supply such evidence of age, good health, marital status, rights and entitlements under other *pension schemes* and other evidence and information as it may reasonably require, and may withhold payment of all or part of any Benefits until the evidence or information is received and accepted by the Scheme Trustee as correct and sufficient.
- 13.2 Any Beneficiary shall without delay notify the Scheme Trustee of any event or fact which may affect his entitlement or prospective entitlement under the Scheme.

### **14 Admission to Membership**

- 14.1 The Scheme Trustee may in its absolute discretion admit any individual as a Member.
- 14.2 Admission to Membership shall be subject to such requirements and on such terms, whether generally or in any particular case, as the Scheme Trustee may in its absolute discretion determine.
- 14.3 A Member who, by virtue of Rule 10 (Transfers between Schemes) or Rule 11 (Buying Out Benefits) or otherwise, ceases to have any Individual Funds within the Scheme, shall cease to be a Member.

### **15 Contributions**

- 15.1 Subject to Rule 15.2 a Member and any other person may make contributions to any Individual Fund of the Member in such form (whether money or any other contribution of money's worth) and of such amounts and at such times as the Scheme Trustee may in each case agree.
- 15.2 Any contribution by or in respect of a Member which would cause loss of Enhanced Protection or Fixed Protection for that Member shall not form part of the Fund or in any other way become held for the purposes of the Scheme but shall instead be held by the Scheme Trustee on trust for the relevant contributor absolutely, unless before the making of that contribution the Scheme Trustee and the Member have agreed explicitly in writing that this Rule 15.2 shall not apply.

### **16 Multiple Individual Funds**

- 16.1 The Scheme Trustee may at any time treat any existing part of a Member's Individual Fund or any new contribution in respect of a Member as a separate Individual Fund, in which case it:
- 16.1.1 shall constitute a separate Individual Fund for the purposes of the Rules (including without limitation this Rule 16.1) and the Rules shall be applied to each Individual Fund separately; but
- 16.1.2 shall not constitute a separate arrangement for the purposes of the 2004 Act unless the Member and Scheme Trustee expressly agree.

### **17 Benefits for Member**

- 17.1 The Scheme Trustee shall apply the Uncrystallised Fund of a Member in such one or more of the following ways and to such extent (subject to Rule 19.1 and any other restrictions imposed by or under the Rules) as the Member may request:
- 17.1.1 designation as available for the payment of Drawdown;



17.1.2 (in connection with such designation) payment of a **pension commencement lump sum**;

17.1.3 (at the discretion of the Scheme Trustee) payment of an **uncrystallised funds pension lump sum**

and in each case at such time or times as the Member may request, but not earlier than the Member reaches his **normal minimum pension age** (or any **protected pension age**) or (if earlier) the **ill-health condition** is met.

## **18 Benefits following death of Member**

18.1 On the death of a Member or a Survivor the Scheme Trustee shall apply the Member's or Survivor's Individual Fund for the benefit of such one or more of his Eligible Recipients and in such proportions and at such time or times and in such one or more of the ways set out in Rule 18.2 as the Scheme Trustee in its absolute discretion may determine (subject to Rule 19.1 and any other restrictions imposed by or under the Rules).

18.2 The ways referred to in Rule 18.1 are:

18.2.1 payment of a **lump sum death benefit** to the Eligible Recipient or to the trustees of any trust (including any other **pension scheme** or any discretionary trust) for the benefit of persons including that Eligible Recipient;

18.2.2 designation as available for the payment of Drawdown (but only for an Eligible Recipient to whom the 2004 Act permits Drawdown to be paid on that occasion); and

18.2.3 (if the Eligible Recipient is unconnected) reallocation within the Scheme to any new or existing Individual Funds held in respect of that Eligible Recipient in their capacity as a Member.

18.3 The Scheme Trustee shall have power at any time:

18.3.1 to declare or otherwise establish any trusts for the purposes of Rule 18.2.1, on such terms as the Scheme Trustee in its absolute discretion may consider appropriate (and for the avoidance of doubt Rule 8.5 shall apply to any costs, charges or expenses incurred in doing so); and

18.3.2 to admit any individual as a Member for the purposes of a reallocation within Rule 18.2.3.

18.4 For the purposes of Rule 18.2.3, an Eligible Recipient is unconnected if, immediately before the death of any individual to which the reallocation is attributable, he was not connected with that individual for the purposes of section 172B.

18.5 Any nomination of an individual by the Scheme Trustee in connection with Drawdown (including any designation of funds or any other selection or determination or other act which in the opinion of the Scheme Trustee amounts to or implies such nomination) shall count as a nomination by it as Scheme Administrator for the purposes of the 2004 Act.

18.6 If a Dependant, for whom Drawdown was being provided following the death of a Member, ceases to be a Dependant, the Scheme Trustee shall apply the Dependant's Individual Fund in accordance with this Rule 18 as if it were the Member's Individual Fund being applied on the death of the Member (but not in accordance with Rule 18.2.1 unless payment of a **lump sum death benefit** is permitted by the 2004 Act).

18.7 The Scheme Trustee shall not be obliged to consider for the purposes of this Rule 18 any Eligible Recipient of whose eligibility it is unaware having made reasonable enquiries.

- 18.8 To the extent that the Scheme Trustee is unable to apply any Individual Fund which the preceding provisions of this Rule 18 require it to apply, it shall allocate it to the General Fund.

## 19 Payment of Benefits: Restrictions and Deductions

- 19.1 The Scheme Trustee may impose such restrictions as to timing and frequency and amounts of payments, of Drawdown or any other Benefit, as it may think fit having regard to the proper and efficient administration of the Scheme.

- 19.2 Without prejudice to Rule 8.5 or any other provision of the Rules, the Scheme Trustee shall be entitled to deduct from:

19.2.1 any payment made to any person or body (including any allocation or reallocation within the Scheme of any amount for the benefit of any person or any other act which may be deemed to be a payment for any purpose of the 2004 Act); or

19.2.2 any part of the Fund to which the payment relates

a sum equal to any charge to tax to which the Scheme Trustee or the Provider is, or may become, liable as a result of the payment (whether by virtue of the payment being a **scheme chargeable payment** or otherwise) and the Scheme Trustee shall pay over to HMRC or to any such Trustee or the Provider any amounts so deducted or retain them, as appropriate. Where the Scheme Trustee is uncertain of the extent of any tax liability, it may at its absolute discretion either deduct such amount as it may determine or postpone the payment.

## 20 Payment of Benefits: General

- 20.1 Any Benefit shall be paid by bank transfer or otherwise in monetary form, but with the consent of the relevant Beneficiary may instead be paid by way of transfer of all or any part of any asset of the Fund or of any interest in such asset or any other transfer of money's worth.

- 20.2 If an Individual Fund includes an insurance policy effected with an **insurance company** to meet any obligations to pay Benefits then those Benefits shall be payable only if and to the extent that the Scheme Trustee recovers payment under the terms of the insurance policy.

- 20.3 If and for so long as a person entitled to a Benefit from an Individual Fund is a minor, or in the opinion of the Scheme Trustee unable to act by reason of mental disorder or otherwise, the Scheme Trustee may pay or direct the payment of the Benefit to any one or more of his parents, guardians, spouse or other person legally appointed or authorised to receive it on his behalf to be applied for his benefit. Any such payment shall operate as a complete discharge to the Scheme Trustee and it shall not be under any liability to enquire into its application.

## 21 Alternative Application of Individual Fund

- 21.1 Subject as provided in Rule 21.2 the Scheme Trustee may in its discretion at any time at the request of a Member or Survivor (or, where the Member or Survivor is deceased, his **personal representatives**) apply all or any part of his Individual Fund to make a payment authorised by the 2004 Act but not otherwise permitted by the Rules to or for the benefit of the Member or Survivor or any other person, and in place of all or any part of any Benefit that would otherwise have been payable from such Individual Fund.

- 1.1 The Scheme Trustee shall not knowingly make any payment under this or any other Rule that would be an **unauthorised payment**.

## 22 Application of the General Fund

22.1 The Scheme Trustee may at any time recover out of the General Fund any amounts described in Rule 8.5 to the extent the same are not recoverable from the relevant Individual Funds and may set aside so much of the remaining General Fund as it in its absolute discretion considers may be required to meet any such amounts in the future.

22.2 The Scheme Trustee may at any time apply any General Fund not applied or set aside under Rule 22.1 to:

22.2.1 create or augment an Individual Fund or otherwise provide new or increased benefits, either immediate or prospective, for any person;

22.2.2 make a payment to a **charity**

or in any other way which in the opinion of the Scheme Trustee is consistent with the status of the Scheme as a **registered pension scheme**.

## 23 Notices

23.1 Notices to the Scheme Trustee shall be given in writing and shall not be effective until actually received at such address as it shall designate and publish for this purpose. The Scheme Trustee may waive all or part of these requirements in relation to any notice to be given to it.

## 24 Forfeiture, etc

24.1 The Scheme Trustee may in its absolute discretion determine that any Benefit of a Beneficiary shall, even if it would otherwise belong absolutely to the Beneficiary, be forfeited if:

24.1.1 the Beneficiary fails to claim it within six years of the date on which it becomes due; or

24.1.2 the Beneficiary attempts to assign or surrender it or it becomes the subject of a transaction or purported transaction which under the Rules or by operation of law is of no effect.

24.2 In a case to which Rule 24.1.1 applies, the part of the Individual Fund representing the amount forfeited shall become part of the General Fund.

24.3 In a case to which Rule 24.1.2 applies, any part of the Individual Fund representing the amount forfeited may be applied to provide such one or more other benefits to or in respect of the Beneficiary as are permitted by the Rules and as the Scheme Trustee in its absolute discretion may determine, and any remainder shall become part of the General Fund.

## 25 Pension Sharing

25.1 The Scheme Trustee shall discharge any liability in respect of a person acquiring a **pension credit** in such one or more of the following ways as it in its absolute discretion shall think fit:

25.1.1 admitting that person as a Member in accordance with Rule 14.1 and determining for that person an Individual Fund equal in value to an amount representing that credit;

25.1.2 making a transfer payment in respect of that person in accordance with Rule 10.1.2 (as if the reference to Beneficiary included that person and as if the reference to Individual Fund were to an amount representing that credit);

25.1.3 applying an amount representing that credit towards the purchase of an appropriate policy from, or entry into an appropriate contract with, an **insurance company** in respect of that person.

25.2 The Scheme Trustee may at its absolute discretion reduce either or both of:

25.2.1 the amount representing the credit; and

25.2.2 the Individual Fund subject to the corresponding **pension debit**

by an amount or amounts representing in aggregate all or any part of the costs, charges or expenses incurred in connection with the credit (whether in the provision of any relevant information, the implementation of any relevant order or otherwise).

**End of Scheme Rules**