

**DATED**

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**DEED OF AMENDMENT**

**OF THE CLASS TECHNOLOGY PENSION SCHEME**

between

**CLASSTECH SOLUTIONS LIMITED**

and

**MR NEAL JOHN GRAYSTON AND MRS SHERALEE GRAYSTON**

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THIS DEED is dated

## **PARTIES**

- (1) Classtech Solutions Limited incorporated and registered in England and Wales with company number 08317321 whose registered office is at 42B Carfax, Horsham, RH12 1EQ (**Principal Employer**).
- (2) Neal John Grayston and Sheralee Grayston both of Halcyon, Spinney Lane, West Chiltington, Pulborough, RH20 2NX (**Trustees**).

## **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 Principal Employer is the present principal employer under the Scheme.
- (C) The Trustees are the present trustees of the Scheme.
- (D) Pursuant to Clause 24 of the Rules the Principal Employer, with the consent of the Trustees, has 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 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.
- (E) The Principal Employer and the Trustees have agreed to amend the Rules in the manner set out in the Schedules.
- (F) The Principal Employer and the Trustees have agreed to remove Clauses 5 to 26 of the operative provisions of the Deed set out in the Schedules and shall be replaced by the new Rules.
- (G) 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:** the Definitive Trust Deed and Rules dated 4 December 2012 made between the Principal Employer and the Trustees.

**PA 1995:** Pensions Act 1995.

**Scheme:** Class Technology Pension 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 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 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.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 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.
- 1.14 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.

1.15 References to clauses and Schedules are to the clauses and Schedules of this deed.

1.16 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 Rule 24 of the Existing Rules, those Existing Rules shall cease to have effect and the Scheme shall be governed by the attached Rules, PROVIDED THAT:

the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the Trustees.

the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer.

2.2 Pursuant to Clause 24 of the Existing Deed, clauses 5 to 26 of the operative provisions shall cease to have effect and shall be replaced by the attached Rules

## **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).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Deeds**

### **1. DEEDS AND SUPPLEMENTARY DEEDS RELATING TO THE SCHEME**

Trust Deed and Rules dated 4 December 2012

Executed as a deed by Classtech  
Solutions Limited acting by :

.....  
Director

.....  
Director/Secretary

Signed as a deed by Neal John  
Grayston  
in the presence of:

.....

.....  
Name:  
Address:

Signed as a deed by Sheralee Grayston  
in the presence of:

.....

.....  
Name:  
Address: