

DATED

6th September 2022

**DEED OF
AMENDMENT**

Adopting Replacement Provisions

The Stratagem FP SSAS

THIS DEED is dated

PARTIES

- 1) **Stratagem Financial Planning Limited** (company number 11456453) whose registered office is situated at 1 Park Lane, Poynton, Cheshire, England, SK12 1RD (in this Deed called the “**Principal Employer**”); and
- 2) **David Spencer Shirley** and **Rachael Joan Almond** both of 68 Meadway, Bramhall, Stockport, United Kingdom, SL7 1LX and **Olwyn Shirley** of 231 Peel Hall Road, Manchester, United Kingdom, M22 5HE (in this Deed called the “**Trustees**”); and
- 3) **RC Administration Limited** (company number 12409200) whose registered office is situated at 1a Park Lane, Poynton, Stockport, England, SK12 1RD (in this Deed called the “**Scheme Administrator**”).

BACKGROUND

- (A) **The Stratagem FP SSAS** (in this Deed called the “**Scheme**”) is a pension scheme which was established and is currently governed by a Definitive Trust Deed and Rules dated 8th October 2020 and all subsequent amending deeds (in this deed called the “**Existing Provisions**”).
- (B) The Principal Employer is the current sponsoring employer to the Scheme.
- (C) The Scheme Administrator is the present registered administrator to the Scheme acting for the purposes of Part 4 of the Finance Act 2004.
- (D) The Trustees are the current member trustees of the Scheme.
- (E) The Principal Employer with the consent of both the Trustees and the Scheme Administrator is desirous to update the Rules of the Scheme under Clauses 25.1 and 18.5 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.
- (F) 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 Definitive Trust Deed and Rules dated 8th October 2020

PA 1995: Pensions Act 1995.

FA 2004: Finance Act 2004

Scheme: The Stratagem FP SSAS

- 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 25.1 of the Existing Provisions, the Principal Employer with the consent of the Trustees have 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. The Scheme Administrator and the Trustees give their consent to the amendment made under the Clause 18.5 of the Existing Provisions.

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).

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

EXECUTED as a deed, and delivered when dated, by
Stratagem Financial Planning Limited acting by:

Director Signature: 

Name: DAVID SPENCER SHIRLEY

Witness Signature: 

Name : MARIE BURGESS

Address : 31 SOUTHMEAD, POYNTON. SHIR 1EB

SIGNED as a deed, and delivered when dated, by

Signature:



David Spencer Shirley

Witness Signature:



Name : MARIE BURGESS

Address : 31 SOUTHMEAD, POYNTON, SH12 1EB

SIGNED as a deed, and delivered when dated, by

Signature:



Rachael Joan Almond

Witness Signature:



Name : MARIE BURGESS

Address : 31 SOUTHMEAD, POYNTON, SH12 1EB

SIGNED as a deed, and delivered when dated, by

Signature:



Olwyn Shirley

Witness

Signature:



Name : MARIE BURGESS

Address : 31 SOUTHMEAD, POTWTON, SHIR EB

EXECUTED as a deed, and delivered when dated, by
RC Administration Limited acting by:

Director Signature:

Name:

Witness Signature:

Name :

Address :