

Dated

4<sup>th</sup> January

2016

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## **THE GREEN RETIREMENT PENSION PLAN**

### **DEED OF REMOVAL & APPOINTMENT**

**TAURUS BUSINESS CONSULTING LIMITED (1)**

**- and -**

**GREEN PENSION TRUSTEES LIMITED (2)**

Waterside Gate Services Ltd  
The Old Library  
St Faiths Street  
Maidstone ME14 1LH  
info@watersidegate.com  
01892 883410

## **THIS DEED IS MADE ON THE FOURTH DAY OF JANUARY 2016**

### **PARTIES:**

- 1) Taurus Business Consulting Ltd, incorporated in England & Wales with no. 07526393 whose registered office is 2 Maple Court, Davenport Street, Macclesfield, Cheshire SK10 1JE (**'the Principal Employer'**);
- 2) Green Pension Trustees Ltd, being a Company incorporated in England & Wales with no.09818332, whose registered office is Millwood House, Albion Place, Maidstone, Kent ME14 5DZ (**'the Corporate Trustee'**).

### **WHEREAS: -**

- A. The Scheme was established through the Original Deed;
- B. Mr Harris appointed his own company, ACMAL, to act as the scheme Administrators and this arrangement was followed by dissatisfaction
- C. The Principal Employer wishes for Mr Harris to cease to act as a Trustee of the Scheme and has previously requested Mr Harris execute deeds to this effect, such request being met with professed willingness but no execution;
- D. The Principal Employer wishes to appoint the Corporate Trustee as the sole Trustee of the Scheme with immediate effect;
- E. The Principal Employer has power under Clause 5 of the Original Deed to appoint and remove trustees.

### **NOW THIS DEED WITNESSETH as follows: -**

#### **1. Definitions & Interpretation**

##### 1.1. In this Deed: -

**"ACMAL"** means AC Management & Administration Limited, a company incorporated in England & Wales with company no. 08049180;

**"Mr Harris"** means Mr Mark Harris of Beech House, Corntown Road, Corntown, Bridgend CF35 5BG;

**"Original Deed"** means the Deed between the Principal Employer and Mr Harris dated 12 May 2012 establishing the Scheme;

**"Pensions Legislation"** means any Act of Parliament made pertaining to pensions or social security, or secondary legislation or other provision made under the authority of such an Act, including but not limited to the Pensions Schemes Act (1993), the Pensions Act (1995), the Welfare & Pensions Act (1999) and the Pensions Act (2004);

**"Pensions Tax Legislation"** means any Act of Parliament made pertaining to taxation in so far as it relates to pension schemes and pension provision, or any secondary legislation or other provision made under the authority of an Act or budget resolution

made under the Provisional Collection of Taxes Act (1968), including but not limited to Finance Act (2004) and the Taxation of Pensions Act (2014);

**“Scheme”** means the Green Retirement Pension Plan.

- 1.2. Words and phrases shall otherwise have the customary meanings, with the singular having the same meaning as the plural (or vice versa) and the feminine having the same meaning as the masculine (or vice versa) so far as the context allows.
- 1.3. All references to a statute shall be construed as including references to any statutory modification consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- 1.4. The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.

## **2. Removal of Mr Harris & Appointment of Corporate Trustee**

- 2.1. Mr Harris is hereby removed as trustee of the Scheme.
- 2.2. The Principal Employer hereby appoints the Corporate Trustee as the sole trustee of the Scheme.
- 2.3. The Corporate Trustee accepts the appointment.
- 2.4. All property, monies and assets of the Scheme shall hereby vest in the Corporate Trustee, such property including but not being limited to all documents, records, books of accounts and other information pertaining to the administration or affairs of the Scheme, whether made in purported compliance with Pensions Legislation, Pensions Tax Legislation or otherwise.

## **3. General**

- 3.1. The provisions of this Deed shall have effect on and from its date, being the Day and Year first written above.
- 3.2. This Deed is governed by and shall be interpreted in accordance with English law and its enforcement shall be subject to the exclusive jurisdiction of the English Courts.
- 3.3. In the event that any provision of this Agreement is declared void, voidable, illegal or otherwise unenforceable, the remaining provisions shall continue to apply.
- 3.4. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of its terms.

**IN WITNESS WHEREOF** this deed has been executed by the parties hereof the Day and Year first written above.

**Executed as a Deed and Delivered by the Principal Employer: -**



Andrew Moon  
Director

**Witnessed and attested by: -**



**Name & Address:**

J. GORDON



**Executed as a Deed and Delivered by the Corporate Trustee: -**



Jonathan Purle  
Director

**Witnessed and attested by: -**



**Name & Address:**

J. GORDON

