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A TRUE COPY OF THE ORIGINAL

.....*Sacker & Partners LLP*.....  
SACKER & PARTNERS LLP Date.....*6/6/07*.....

DATED: 6 April 2006

**YMCA PENSION AND ASSURANCE PLAN  
DEED OF AMENDMENT**

**SACKER<sup>®</sup>**  
& PARTNERS

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THIS DEED is made on

6<sup>th</sup> April

2006

**BETWEEN**

- (1) The National Council of Young Men's Christian Associations (Incorporated) a limited company (company registration number 73749) whose registered office is 640 Forest Road, London E17 3DZ ("**the National Council**").
- (2) YMCA Pension Plan Trustee Limited (company registration number 5138299) whose registered office is at 640 Forest Road as above ("**the Trustee**").



**INTRODUCTION**

- A. This Deed is supplemental to a trust deed ("**the Trust Deed**") to which rules were scheduled ("**the Rules**") (dated 30 November 2001) which is the definitive deed governing the National Council of Young Men's Christian Association (Incorporated) Pension and Assurance Plan ("**the Scheme**").
- B. The Trustee is the current trustee of the Scheme having replaced the National Council as the trustee with effect from 1 June 2004 under a deed dated 14 July 2004.
- C. The National Council is the "principal employer" of the Scheme as defined in the Rules.
- D. Immediately before 6 April 2006, the Scheme was an exempt approved scheme for the purposes of Chapter I of Part XIV of the Income & Corporation Taxes Act 1988. The provisions of the Trust Deed and the Rules contain limits and restrictions (whether express or by necessary implication including without limitation those set out in Appendix 1 to the Rules, headed "Revenue Maximum, "Inland Revenue Limits"" required by HM Revenue & Customs so that the Scheme continues to be so approved.
- E. On and from 6 April 2006 the Scheme is for tax purposes, a registered pension scheme (a "**Registered Scheme**") under Part 4 of the Finance Act 2004 (as amended ("**FA 2004**").
- F. Rule 17 of the Rules provides that the Trustees, with the consent of the Principal Employer, may from time to time by deed alter, amend rescind or add to the provisions of the Trust Deed and Rules subject to a number of provisos which are not relevant to this deed.
- G. The Trustee also has power under section 68 of the Pensions Act 1995 and the Occupational Pension Schemes (Modification of Schemes) Regulations 2006 (the "**DWP Modification Regulations**") to resolve to modify the Scheme with a view to incorporating the effect of all of the modifications in regulations 3 to 8 of the Registered Pension Schemes (Modification of the Rules of Existing Schemes) Regulations 2006 (the "**HMRC Modification Regulations**"). By virtue of the same section the Trustee also has the power to resolve that the provisions of the HMRC Modification Regulations will no longer apply.

H. The purpose of this Deed is:

- (a) to incorporate into the Scheme's provisions the effect of all or any of the HMRC Modification Regulations in the manner and to the extent set out in this Deed; and
- (b) to reflect on an interim basis various decisions taken by the Trustee and the National Council as to the manner in which the Scheme will be administered on and from 6 April 2006 in the light of changes to legislation (principally FA 2004 and related regulations);

and the Trustee and the National Council wish amongst other things to alter the trusts, powers and provisions of the Scheme including the Trust Deed and the Rules to reflect this.

- I. The alterations to be effected by this Deed are alterations to which the subsisting rights provisions of the Pensions Act 1995 (as defined in section 67 of that Act, as amended by the Pensions Act 2004) do not apply (by virtue of regulations made under section 67) or which are not "regulated modifications" (as defined in section 67A of the Pensions Act 1995).
- J. The Scheme Actuary has confirmed in writing that the Deed does not affect the Scheme's ability to comply with the Reference Scheme Test as set out in section 37 of the Pension Schemes Act 1993. A copy of the Scheme Actuary's confirmation is attached at Appendix 1.

## **OPERATIVE CLAUSES**

**NOW THIS DEED WITNESSES** that:

In exercise of their power under Rule 17 of the Trust Deed and the Rules and any other power allowing them to do so, the National Council and the Trustee amend the trusts, powers and provisions of the Scheme (including the Trust Deed and the Rules) in respect of all Members and beneficiaries for all purposes of the Scheme as follows. If and to the extent that Rule 17 of the Trust Deed and the Rules does not confer such power, the Trustee in exercise of the powers and to the extent referred to in recital G above and with the consent of the National Council resolves to amend the provisions of the Scheme as follows.

### ***Effective Date of this Deed***

- 1. Unless a different date is specified below, the following Clauses in this Deed shall take effect on 6 April 2006 in the following order:
  - (a) Clauses 2 and 3; then
  - (b) Clause 4; then
  - (c) Clause 5 onwards

### ***Interpretation***

- 2. In this Deed words and expressions have the meanings given in the Trust Deed and the Rules, unless otherwise set out in this Deed. In particular:

- (a) references to a "Member" or "Deferred Pensioner" include an individual who transferred to the Scheme as a deferred member and whose pension has not begun;
- (b) references to a "Member" or "Pensioner" include an individual who transferred to the Scheme as a deferred member or pensioner member and whose pension has begun;
- (c) "Defined Benefits Lump Sum Death Benefit" has the meaning given by paragraph 13 of Schedule 29 to FA 2004;
- (d) "HMRC Modification Regulations" has the meaning referred to in recital G of this Deed;
- (e) "IR12" means Revenue's previously published practice for the approval of an exempt approved scheme for the purpose of Chapter 1 of Part XIV of the Income and Corporation Taxes Act 1988 (together with such terms or arrangements as may have been specifically agreed by the Revenue to apply in respect of the Scheme or to specific members of it) as it applied to the Scheme immediately before 6 April 2006;
- (f) "Lifetime Allowance" has the meaning given by section 218 of FA 2004;
- (g) "Lifetime Allowance Charge" has the meaning given by section 214 of FA 2004;
- (h) "Pension Protection Lump Sum Death Benefit" has the meaning given by paragraph 14 of Schedule 29 to FA 2004;
- (i) "Relevant Benefit Accrual" has the meaning attributed to that expression by paragraph 13 of Schedule 36 to FA 2004;
- (j) "Revenue" means Her Majesty's Revenue & Customs (or previously the Inland Revenue);
- (k) "Unauthorised Payment" has the meaning given by section 160(5) of FA 2004.

### ***Adoption of HMRC Modification Regulations***

3. The trusts, powers and provisions of the Scheme (including the Trust Deed and the Rules) are amended as necessary so as to incorporate and adopt provisions with the same effect as regulations 3 to 8 of the HMRC Modification Regulations, provided that the limitations as to the "transitional period" set out in those regulations shall not apply. Without prejudice to the generality of the foregoing, the Trust Deed and the Rules shall be read and construed as set out in this Clause 3.

### **Unauthorised Payments**

- (a) If the Trustee is required under a provision (however framed) of the Trust Deed or the Rules to make any payment which would in whole or in part be an Unauthorised Payment, that payment shall, to the extent that it would be such an Unauthorised Payment, be payable at the discretion of the Trustee provided that, if under the Trust Deed or the Rules as drafted immediately

before 6 April 2006 the consent of the National Council or one or more Employers is required to the making of any other discretionary payment under the Scheme, the Trustee may not exercise the discretion to make the payment unless such consent requirement is satisfied.

#### Permitted Maximum

- (b) Any reference in the Trust Deed or the Rules (in whatever terms) to the permitted maximum as defined in section 590C of the Income and Corporation Taxes Act 1988 which imposed a limit on a person's entitlement to any benefits or liability to make any contribution (whether expressly or by necessary implication) immediately before 6 April 2006 shall be read and construed, in respect of that person, as if section 590C of the Income and Corporation Taxes Act 1988 had remained in force and HM Treasury had continued to make the orders required by that section as it had effect immediately before 6 April 2006.

#### Revenue Limits

- (c) the restrictions and limits (in whatever terms) set out in the Trust Deed and the Rules and IR12 which were necessary for the purposes of complying with the requirements of the Scheme's exempt approval will continue to apply on and from 6 April 2006.

#### Payments and prejudicing Revenue approval

- (d) Where the Trust Deed or the Rules provide for an absolute entitlement to the making of a transfer or the payment of a specified sum or rate of pension, and refer (in whatever terms) to the possibility of making a transfer or a payment in any greater amount which would not prejudice approval of the Scheme by the Revenue, the Trustee may only do so to the extent that the transfer or payment would have been authorised by the Scheme's provisions and IR12 as were necessary for the purposes of complying with the requirements of the Scheme's exempt approval immediately before 6 April 2006. Provided that, if under the Trust Deed or the Rules as drafted immediately before 6 April 2006 the consent of the National Council or one or more Employers is required to the making of a transfer or payment of a kind referred to in this Clause 3(d), the Trustee may not make such a transfer or payment unless such consent requirement is satisfied.

#### Lifetime Allowance Charge

- (e) The Trustee shall be entitled to reduce the benefits payable to and in respect of a Member by such amount as the Trustee, with the agreement of the National Council, shall determine if a Lifetime Allowance Charge becomes payable in respect of that Member. Provided that the value of the reduction (which shall be determined on an actuarial basis) shall not exceed the amount of Lifetime Allowance Charge for which the Member and the Trustee are, or may be, jointly or severally liable to pay to the Revenue.

#### ***Disapplication of HMRC Modification Regulations***

- 4. (a) Without prejudice to the amendments made to the trusts, powers and provisions of the Scheme (including the Trust Deed and the Rules) by virtue

of Clause 3 above (which amendments shall, subject to (b) below, continue to apply), the HMRC Modification Regulations shall no longer apply to the Scheme.

- (b) The amendments made to the trusts, powers and provisions of the Scheme (including the Trust Deed and the Rules) by virtue of Clause 3 above shall continue to apply unless, (in respect of any or all of those amendments):
  - (i) otherwise (and to the extent) provided in Clauses 5 onwards of this Deed; or
  - (ii) the National Council and the Trustee jointly determine otherwise, either in an individual case, for a category or categories of Members, or generally.

### ***Registered Scheme***

- 5. (a) On and from 6 April 2006, the Scheme will become a Registered Scheme. It shall be administered in such manner as to ensure that its status as a Registered Scheme is not prejudiced. Throughout the Trust Deed and the Rules, references to prejudicing "Approval" (or such similar expression, however expressed) shall (unless otherwise indicated below) be read and construed as references to the power, practice or benefit not being exercised or given in a manner which is "inconsistent with the Scheme's status as a Registered Scheme". The National Council and the Trustee shall jointly decide whether any power, practice or benefit (either on an individual or general basis) is consistent with the Scheme's status as a Registered Scheme.
- (b) Sub-paragraph (iii) of the opening paragraph of Appendix 1 to the Rules deleted and the word "and" preceding it is moved to the end of sub-paragraph (i).

### ***Retention of Earnings Cap***

- 6. (a) Unless the National Council and the Trustee jointly determine otherwise, either in an individual case, for a category or categories of Members, or generally the "remuneration" and/or "earnings" used in respect of a person for pension, lump sum and death benefit calculation purposes are subject to the "Earnings Cap" or the "Permitted Maximum" and such "remuneration" and/or earnings will not exceed the permitted maximum as defined in section 590C of the Income and Corporation Taxes Act 1988 as if that section had not been repealed and HM Treasury had made the orders required by that section as it had effect immediately before its repeal. At any time when no such orders are made, therefore, the "Earnings Cap" or the "Permitted Maximum" -
  - (i) for tax years (being a period beginning on 6 April and ending on the following 5 April) up to and including the tax year 2005/2006, will have the meaning given in section 590C(2) of the Income and Corporation Taxes Act 1988 over that period; and
  - (ii) for tax years after that, will mean the figure which would have been arrived at if section 590C(2) of the Income and Corporation Taxes Act 1988 had remained in force on or after 6 April 2006, calculated as set out below, unless the National Council and the Trustee jointly determine

that the figure should be calculated in some other way but not so as to arrive at a figure which is lower than the figure for the previous tax year.

The figure for the permitted maximum for the tax year 2005/2006 is £105,600. In each subsequent tax year:

- (A) if the retail prices index (or such replacement index as the National Council and the Trustee shall agree) (the "Index") for the month of September before the tax year in question is higher than it was for the previous September, the permitted maximum for that tax year shall be an amount arrived at by:
    - (aa) increasing the figure for the previous tax year by the same percentage as the percentage increase in the Index; and
    - (bb) if the result is not a multiple of £600, rounding it up to the nearest amount which is such a multiple;
  - (B) if the Index for the month of September preceding the tax year in question is not higher than it was for the previous September, the figure for that tax year shall be the same as the figure for the previous tax year.
- (b) Any reference in the Rules to the Earnings Cap shall mean the permitted maximum as ascertained under (a) above.

#### ***Retention of other Inland Revenue Restrictions and Limits***

7. (a) In respect of all Members the provisions of (and such other restrictions and limits in whatever terms) set out in the Trust Deed and the Rules and IR12 necessary for the purposes of complying with requirements for the Scheme's exempt approval under Chapter 1 of Part XIV of the Income and Corporation Taxes Act 1988 will continue to apply on and after 6 April 2006, notwithstanding the provisions of Part 4 of FA 2004, unless otherwise provided in Clauses 5 onwards of this Deed or the National Council and the Trustee jointly determine otherwise, either in an individual case, for a category or categories of Members, or generally.
- (b) Any reference (in whatever terms) in the Trust Deed and the Rules to a higher benefit being payable where this would not prejudice the Scheme's status as an exempt approved scheme by the Revenue shall be read and construed as a reference to such higher benefit being payable within the limits set out in Appendix 1 to the Rules (and such other restrictions and limits set out in the Trust Deed and the Rules and IR12 necessary for the purposes of complying with requirements for the Scheme's exempt approval under Chapter 1 of Part XIV of the Income and Corporation Taxes Act 1988 immediately before Part 4 of FA 2004 came into force), unless otherwise provided in Clauses 5 onwards of this Deed or the National Council and the Trustee jointly determine otherwise, either in an individual case, for a category or categories of Members, or generally.
- (c) Any reference in the Trust Deed and the Rules to any enactment or subordinate legislation which will be repealed on the date Part 4 of FA 2004

comes into force will be treated as being a reference to such enactment or subordinate legislation as it was immediately before that date (and, where appropriate, if the Revenue had made any order referred to in any such enactment or subordinate legislation).

- (d) In the context of winding-up the Scheme in accordance with Rule 16, the reference in Rules 16.3(7), (8) and (9) of the Rules to increasing benefits under the Scheme to benefits not exceeding the Revenue Maximum, if there are excess monies remaining on the termination of the Scheme, shall be altered so it is treated as a reference to such limits as they were immediately before the provisions of Part 4 of FA 2004 came into force.

8. The Trust Deed and the Rules shall be read and construed in respect of all Members as if:

- (a) every discretion or power conferred on the Trustee or the National Council under the Scheme shall so far as practicable not be exercised so as to give an individual an entitlement to an Unauthorised Payment;
- (b) the Trustee shall not be liable for the consequences (including as to tax) of any Relevant Benefit Accrual that occurs before the Trustee has received a copy of the confirmation from the Revenue that an individual has registered for enhanced protection under FA 2004;
- (c) the Trustee may, with the consent of the National Council and the Member, pay any part of the Member's benefits that are subject to a Lifetime Allowance Charge to the Member in the form of a lump sum that satisfies the conditions set out in paragraph 11 of Schedule 29 to FA 2004. The amount of the lump sum will be determined by the Trustee (having consulted the Scheme actuary) and agreed with the National Council;
- (d) the Trustee shall be entitled to reduce the benefits payable to and in respect of a Member by such amount as the Trustee, shall determine if a Lifetime Allowance Charge (as defined in section 214 of FA 2004) becomes payable in respect of the Member. Provided that the value of the reduction (which shall be determined on an actuarial basis) shall not exceed the amount of Lifetime Allowance Charge for which the Member and the Trustee are, or may be, jointly or severally liable to pay to the Revenue.

#### ***Commutation of trivial pensions***

9. The Trust Deed and the Rules shall be read and construed as if the provisions in the Rules referring to the commutation of pensions of a trivial amount will no longer apply and be replaced by the provisions set out in Schedule 1 to this Deed.

#### ***Ill health and Incapacity Benefits***

10. (a) The Trustee shall administer the Scheme's provisions for early commencement of pension on grounds of ill-health consistently with the provisions set out in paragraph 1 of Schedule 28 to FA 2004.



- (b) The National Council and the Trustee may, to the extent consistent with the Scheme's status as a Registered Scheme, establish one or more separate arrangements under the Scheme so that any pension payable on grounds of ill-health or incapacity (whether already in payment or otherwise) to any individual Member or category or categories of Member may be divided between and paid from such separate arrangements. The National Council and the Trustee may agree the terms on which benefits are payable (and cease to be payable) under such arrangements.

### ***Protected rights and Guaranteed Minimum Pensions***

- 11. (a) The provisions of the Rules shall (where the Trustee and the National Council agree) be treated as permitting any benefits payable in respect of a Member relating to his or her protected rights:
  - (i) to become payable to the Member at the same time as his or her other benefits under the Scheme, even where such benefits come into payment before age 60; and
  - (ii) to be paid as a lump sum, rather than a pension, where this is permitted under section 28 of the Pension Schemes Act 1993 (as amended by the Pensions Act 2004) and any Regulations made under that section.
- (b) If the Trustee and National Council agree the provisions of this Deed shall be subject to the easements prescribed under sections 282 to 284 of the Pensions Act 2004 in relation to the commutation and early payment of guaranteed minimum pensions.

### ***Cash Lump Sums***

- 12. (a) No lump sum may be payable to a Member before he or she is entitled to his or her pension.
- (b) The amount of lump sum that may be paid to a Member (on exchange of pension for lump sum when the pension begins) must not exceed the amount specified in paragraph 2 of Schedule 29 to FA 2004 (as amended where appropriate by Schedule 36 to FA 2004). Such lump sum must comply with the conditions set out in Schedule 29 as amended by Schedule 36 to FA 2004.
- (c) A member who received a lump sum before 6 April 2006 (but not pension) may not receive a further lump sum when his pension begins.
- (d) Where a Member has paid voluntary contributions to the Scheme (or to a previous scheme) any additional benefits may be taken as a cash lump sum (subject to the restrictions on amount and conditions referred to in (a) above).
- (e) Any provision relating to the commutation of a Member's pension on grounds of serious ill-health will continue to apply except that before the lump sum can be paid the conditions set out in paragraph 4 of Schedule 29 to FA 2004 must be satisfied.

13. A Member may elect in writing to the Trustee, before his or her pension starts, to have any cash sum payable upon his or her death after commencement of pension treated as a Pension Protection Lump Sum Death Benefit. The Trustee shall deduct from the lump sum any tax for which it may be liable to account for to the Revenue under section 206 of FA 2004. If no such election is made then any cash sum paid upon his or her death will be paid as a Defined Benefits Lump Sum Death Benefit.

#### ***Refunds of Contributions***

14. The Trustee may only refund to a Member excess contributions made by the Member, to the extent permitted under paragraph 6 of Schedule 29 to FA 2004.

#### ***Payment of benefits***

15. (a) Subject to the Preservation Requirements (as defined in section 181 of the Pension Schemes Act 1993), a Member's pension will not start before age 75 unless the Member has provided evidence to the satisfaction of the Trustee of the amount of personal Lifetime Allowance (as defined in FA 2004) that is available to him or her (if any).
- (b) If a Member reaches age 75, and the pension has not yet come into payment and the Trustee is unable to verify the amount of Lifetime Allowance remaining available to the Member, the Trustee may reduce the Member's prospective entitlement to benefits under the Scheme, determined as if the whole of his or her benefits were chargeable to a Lifetime Allowance Charge, and will then account to the Revenue for the tax due as if the Member had no Personal Lifetime Allowance available.

#### ***Normal Minimum Pension Age***

16. The Trust Deed and the Rules shall be read and construed with effect from 6 April 2010 as if no pension may be paid to a Member before the individual reaches age 55 (unless the Member is entitled to receive a pension before reaching that age on the grounds of ill-health or incapacity).

#### ***Pension Input Period***

17. The "pension input period" (as defined in section 238 of FA 2004) for the purposes of calculating a Member's "pension input amount" (as defined in section 229 of FA 2004) shall, in respect of all arrangements under the Scheme be:
  - (a) the last day of each Scheme Year; or
  - (b) such other date as the Trustee in its absolute discretion may determine.

#### ***Civil Partnership Act 2004***

18. The Rules shall be read and construed as if following the death of a Member on or after 5 December 2005, who does not leave a spouse who is entitled to benefits under the Scheme, but instead leaves a civil partner (being an individual who has entered into a civil partnership with the Member in accordance with the provision of the Civil Partnership Act 2004) any benefits under the Scheme that would have been payable to a spouse of the Member will be paid to the civil partner provided that:

- (a) the civil partner must meet any requirements in the Rules which would have applied to the spouse before such benefit can be paid; and
- (b) any benefit which is reduced by reason of a benefit being payable to the Member's spouse will be reduced if the benefit is payable to the Member's civil partner.

**General**

- 19. (a) The National Council and the Trustee shall by Deed alter or add to the provisions of the Trust Deed and the Rules in such manner as is necessary for incorporating in them definitively, with effect from the date of this Deed, the interim amendments made by this Deed.
- (b) Pending the execution of the Deed referred to in (a) above, the Trustee shall have the power (subject to the consent of the National Council) to determine (by resolution or otherwise) any doubt, inconsistency, anomaly or any other matter arising in connection with the above amendments.
- 20. Each Clause and sub-Clause in this Deed is separate and, if and to the extent that any such Clause or sub-Clause is not permitted under the law or it shall not affect the other Clauses and sub-Clauses set out in the Deed.

**Counterparts**

- 21. This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**IN WITNESS** of which this Deed is executed and delivered as a deed (and by the Trustee as a deed and as a resolution for the purposes of section 68 of the Pensions Act 1995 and the DWP Modification Regulations) on the day and year first above written.

**EXECUTED AS A DEED** by )  
**THE NATIONAL COUNCIL OF** )  
**YOUNG MEN'S CHRISTIAN** )  
**ASSOCIATIONS (INCORPORATED)** )  
 affixing its common seal )  
 to this deed in the presence of:- )

Director  
 Secretary

*Barclay*  
*M.A. Scrimgeour*

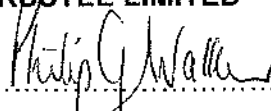
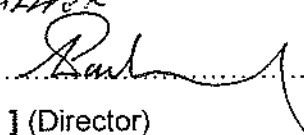
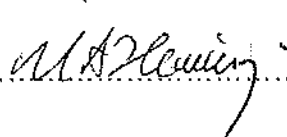
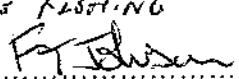
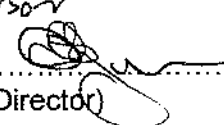
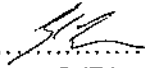
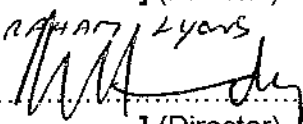
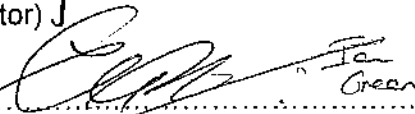
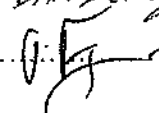
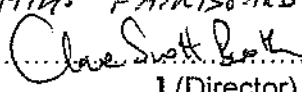
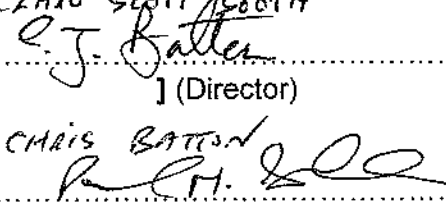
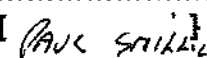
**EXECUTED AS A DEED** )  
 on behalf of **YMCA PENSION** )  
**PLAN TRUSTEE LIMITED** )  
 by:- )

Director  
 Secretary

*Philip G. Walker*  
*R.H. 2000*

**SIGNED AS A RESOLUTION**

by the directors of **YMCA PENSION PLAN TRUSTEE LIMITED**

- [  ] (Director)  
PHILIP WALKER
- [  ] (Director)  
CHRISTOPHER ROWLANDS
- [  ] (Director)  
NILS FLEMING
- [  ] (Director)  
FRED JOHNSON
- [  ] (Director)  
DICK SANTOS
- [  ] (Director)  
GRAHAM LYONS
- [  ] (Director)  
TONY HARDY
- [  ] (Director)  
IAN BROWN
- [  ] (Director)  
NILS FAIRBOARD
- [  ] (Director)  
CHRIS SCOTT BOOTH
- [  ] (Director)  
CHRIS BARTON
- [  ] (Secretary)  
PAUL SISK

## SCHEDULE 1

- 1 The Trustee may (provided that the Trustee is satisfied conditions set out in paragraph 7 of Schedule 29 to FA 2004 are met) commute all of a Member's benefits under the Scheme together with the benefits payable on his death in return for the payment of a lump sum.
  
2. The Trustee may (provided that the Trustee is satisfied conditions set out in paragraph 20 of Schedule 29 to FA 2004 are met) commute all of the benefits payable to the person or persons entitled to a pension on the death of a Member in return for the payment of a lump sum.
  
- 3 On the winding-up of the Scheme the Trustee may (subject to it being satisfied that the conditions set out (as appropriate) in paragraph 10 or paragraph 21 of Schedule 29 to FA 2004 are met) commute:
  - (a) all of a Member's benefits under the Scheme together with any benefits payable on his death; and
  
  - (b) any pension in payment to a person whose entitlement derives from a Member who has died;in return for the payment of a lump sum.
  
4. The amount of the lump sum payable under any of the above provisions shall be determined by the Trustee having consulted the Scheme Actuary. The Trustee shall deduct from the lump sum payable any tax for which the Trustee may be liable to account for to the Revenue under section 636B of the Income Tax (Earnings and Pensions) Act 2003.

## APPENDIX 1