

Ministers' Pension Fund Trust Deed and Rules

The United Reformed Church CONSOLIDATION OF THE MINISTERS' PENSION FUND TRUST DEED AND RULES

Amended and approved by Assembly 1993

(and incorporating amendments up to and including Mission Council May 2011)

The Finance Office

The United Reformed Church

86 Tavistock Place

London WC1H 9RT

THE UNITED REFORMED CHURCH MINISTERS'

PENSION FUND

Trust Deed

THIS TRUST DEED is made the 16th day of September One thousand nine hundred and eighty-six BETWEEN THE UNITED REFORMED CHURCH acting by Raymond Arthur Heritage and The Reverend Bernard Thorogood being respectively the Moderator and Clerk of the General Assembly of the United Reformed Church and duly authorised by the General Assembly to execute this Deed on behalf of the United Reformed Church of the one part and UNITED REFORMED CHURCH TRUST whose Registered Office is at 86 Tavistock Place London W.C.1 (hereinafter called "the Pension Trustee" which expression shall where the context so permits include the trustees or trustee for the time being hereof whether original or substituted) of the second part.

W H E R E A S :-

(A) This Deed is supplemental to a Trust Deed (hereinafter called "the Interim Deed") dated the 29th day of May One thousand nine hundred and eighty and made between THE RIGHT REVEREND JOHN JOHANSEN-BERG and THE REVEREND ARTHUR LEITCH MacARTHUR (being the Moderator and Clerk respectively of the General Assembly at the date of the Interim Deed) and the Pension Trustee (under its former name of The Presbyterian Church of England Trust) of the other part providing for the establishment of a pension scheme known as "United Reformed Church Ministers' Pension Fund" for the purposes of providing retirement and other benefits for Ministers and other employees of the United Reformed Church and whereby the United Reformed Church and the Pension Trustee undertook that they would within twenty-four months from the date of the Interim Deed execute a Definitive Deed and Rules providing for the constitution and administration of the said Scheme and

(B) The United Reformed Church and the Pension Trustee are now desirous of executing this the said Definitive Deed

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. THE United Reformed Church hereby confirms the establishment as from the 30th May 1980 of The United Reformed Church Ministers' Pension Fund affected by the Interim Deed and the appointment of the Pension Trustee as trustee of the said Pension Scheme for the purposes of the Interim Deed and this Deed.
2. THE object of the said Pension Scheme is to provide such relevant benefits as are defined in the Income and Corporation Taxes Act 1988 s.612(i) as amended and for such persons as are stated in the Rules set out in the Schedule hereto to be eligible therefore by way of pensions on retirement and ancillary benefits in accordance with the Rules.
3. ALL contributions made under the Rules and all property forming part of the said Pension Scheme shall be vested in the Pension Trustee who shall stand possessed thereof upon irrevocable trust to hold apply and dispose of the same as provided by the Trust Deeds and the Rules.
4. THE Rules annexed hereto are hereby adopted as the rules governing the administration of The United Reformed Church Ministers' Pension Fund as at the date hereof and the same shall for all purposes be deemed to have come into operation as from the 30th May 1980 or such later date as upon which the General Assembly of the United Reformed Church gave approval to any particular alteration of rule.
5. THE Pension Trustee may act by its proper officer or officers and employ and pay any agent or agents to transact any business required to be done for maintaining and administering the

said Pension Scheme without being responsible for the default of any agent employed and shall be allowed all charges and expenses incurred by them.

6.1 WITHOUT prejudice to any right to an indemnity by law given to trustees and subject to any consents which may be legally required the Pension Trustee shall be indemnified by the United Reformed Church in respect of all liabilities and expenses properly incurred in the execution or purported execution of the trusts of the said Pension Scheme or of the trust duties and powers or discretions vested in the Pension Trustee under the same and against all actions proceedings costs expenses claims and demands in respect of any matter or things made done or omitted in any way relating to the said Scheme.

PROVIDED THAT no trustee shall be indemnified against any breach of trust arising out of fraud or deliberate disregard of the interests of the beneficiaries under the said Scheme knowingly or recklessly committed by it or him/her.

6.2 THE Pension Trustee (and where the Pension Trustee comprises or includes a corporate body the officers and employees of any such body) shall not be liable for any breach of trust of whatever nature whether committed or omitted by any person save that any such Pension Trustee or person shall be liable (but only he/she shall be liable) in respect of any breach of trust arising

out of fraud or deliberate disregard of the interest of the beneficiaries under the said Scheme knowingly or recklessly committed by it or him/her.

6.3 THE Pension Trustee shall not be obliged to bring or defend any legal proceedings in relation to the said Scheme and shall not be chargeable with any breach of trust in any way in connection with any such omission.

6.4 THE Pension Trustee (and where the Pension Trustee comprises or includes a corporate body the officers and employees of any such body) shall not be liable in respect of any payment or payments to any person or persons erroneously made by it or them.

7. THE Pension Trustee shall be entitled to remuneration for its services as such trustee in accordance with such terms as the United Reformed Church and the Pension Trustee shall from time to time mutually agree. Such remuneration shall be free from deductions and shall be paid or retained out of any part of the fund available for the purposes of the Scheme at the Pension Trustee's discretion.

8. TRUST moneys may be invested in any manner authorised by the Rules for the time being of the said Pension Scheme.

9. WITH the consent of the Pension Trustee the United Reformed Church acting in General Assembly may at any time alter or modify all or any of the provisions of this Deed.

10. THE power of appointing new trustees or a new trustee of the Scheme shall be vested in

the United Reformed Church (acting in General Assembly) which may by deed remove any trustee from office.

11. UNLESS otherwise determined in accordance with the Rules the Trusts created by the Interim Deed and this Deed shall continue for a period of 80 years from the date of the Interim Deed or for such further period as may be lawful.

12. THIS Deed and the Rules hereunder will be read and construed in accordance with the laws of England.

IN WITNESS whereof the Moderator and Clerk have hereunto set their respective hands and seals and the Pension Trustee has caused its Common Seal to be hereunto affixed the day and year first before written.

SIGNED SEALED AND DELIVERED by the said

RAYMOND ARTHUR HERITAGE in the presence of:

CLEMENT McBEAN FRANK of

36 Backwoods Lane, Lindfield,

Haywards Heath, West Sussex.

Chartered Accountant

SIGNED SEALED AND DELIVERED by the said

BERNARD GEORGE THOROGOOD in the presence of:

CLEMENT McBEAN FRANK of

36 Backwoods Lane, Lindfield,

Haywards Heath, West Sussex.

Chartered Accountant

THE COMMON SEAL of

UNITED REFORMED CHURCH TRUST

was hereunto affixed in the presence of two directors.

Director

Director

UNITED REFORMED CHURCH MINISTERS' PENSION FUND

RULES

DEFINITIONS

1. URC

means the United Reformed Church.

2. The Committee

means the Maintenance of the Ministry Committee of the URC.

3. The Fund

means the United Reformed Church Ministers' Pension Fund.

4. The Congregational Fund

means the Congregational Ministers' Pension Fund, established under a Trust Deed dated the first day of June nineteen hundred and fifty-nine and amended by Deeds of Amendment dated the tenth day of November nineteen hundred and sixty-one; the twenty-second day of November

nineteen hundred and sixty-two and the fifteenth day of November nineteen hundred and seventy-seven.

5. The Presbyterian Fund

means the Ministers & Widows & Orphans Pension Fund of the former Presbyterian Church of England.

6. Normal Pension Age

means age 65 for men and women.

7. Basic Stipend

means the appropriate minimum annual stipend as determined under the authority of the General Assembly and operative at any given time.

8. The Assembly

means the General Assembly of the URC.

9. Pensionable Stipend

means the "basic stipend" operative on the normal pension date or the date of retirement if earlier.

10. Pensionable Service

comprises:

10.1 all service while a contributory member of the Fund or the Congregational Fund or the Presbyterian Fund;

together with

ules-2011A10.2 any service after age 21 but before joining the Congregational Fund which was recognised pastoral service rendered to churches within the former Congregational Church in England and Wales. Provided that for any year of such service covered above in which less than the basic stipend is received, for the reason that some of such service was part-time, a fraction only of that year, calculated as the ratio of stipend received to full stipend, shall rank as Pensionable Service, unless a concession under Rule 14.1.2 has been granted.

11. Participating Bodies

means such United Reformed Churches or any other body admitted to membership of the Fund in accordance with Rule 14A, and the participating body in relation to any member means that participating body he/she is serving.

12. Qualifying Service

in respect of a person means the aggregate of any periods of service in membership of the Fund or the Congregational Fund or the Presbyterian Fund together with any period granted at entry in respect of a transfer value received from any other pension fund provided that in no other form shall any period of service preceding payment from this Fund of a refund of contributions or a transfer value in respect of such period constitute Qualifying Service.

13.1 1973 Act

means the Social Security Act 1973.

13.2 1975 Act

means the Social Security Pensions Act 1975.

13.3 1988 Act

means the Income and Corporation Taxes Act 1988.

14. Administrator

means the person appointed to meet the requirements of the Board of Inland Revenue under the 1988 Act.

15. Permitted Maximum

means in relation to any year of assessment the amount described in Section 590 C of the 1988 Act.

16. The Pension Trustee

means United Reformed Church Trust or other the trustees or trustee for the time being of the Fund whether original or substituted.

17. Disclosure Regulations

means regulations made under Section 56A and 56E of and paragraph 14(3) of Schedule 1A to the 1975 Act.

18. Inland Revenue Limits

means the limits and restrictions set out in the Schedule or such other limits and restrictions as may from time to time be necessary to obtain and/or maintain approval.

19. Relevant Benefits

means any pension lump sum gratuity or other like benefit given or to be given on retirement or on death or in anticipation of retirement or in connection with past service after retirement or death or to be given on or in anticipation of or in connection with any change in the nature of the service of the member in question except that it does not include any benefit which is to be afforded solely by reason of the disablement by accident of a person occurring during his/her service or of his/her death by accident so occurring and for no other reason.

20. Cash Transfer Sum

means the cash equivalent of the member's benefits calculated by the Actuary in accordance with the statutory provisions prevailing from time to time.

21. Relevant Scheme

means any other scheme approved or seeking approval under Chapter 1 of Part XIV of the 1988 Act.

22. Trust Deed

means the trust deed of the 16th day of September 1986 (as amended from time to time) to which these rules are scheduled.

23. Approval

means approval of the Scheme by the Board of Inland Revenue under Chapter 1 Part XIV of the 1988 Act.

24. Discretionary Trusts

means that in regard to any sum directed to be held thereon in respect of a deceased member, the Pension Trustee shall have power to pay or apply the whole or any of such sum to or for the benefit of all or any of the Relatives and

Dependants of the deceased member in such shares and in such manner as the Pension Trustee in its absolute discretion thinks fit and whether in a lump sum or by installments. If and so far as the Pension Trustee fails to exercise such powers within twenty four months of the death of the member the Pension Trustee shall hold the said sum on trust for the personal representatives of the member in relation to any deceased member and if at the time of death there are no Relatives or Dependants and the sum has not been paid to the personal representatives the sum concerned shall revert to the Fund.

25. Relatives

means and includes:

the surviving spouse of the member

any child or remoter issue (whether lawful or adoptive) of the member and the spouse or the surviving spouse of such child or remoter issue

the father or mother (whether lawful or adoptive) of the member and the surviving spouse of such father or mother

any person (except such member and his/her issue) who is the child or the remoter issue (whether lawful or adoptive) of such father or mother of the surviving spouse of any such person.

26. Dependant

a person who:

(a) was married to the member at the date of the member's death; or

(b) is a child of the member as described in Rule 48; or

(c) in the opinion of the Pension Trustee, at the date of the member's death, was financially dependent on the member, had a financial relationship with the member of mutual dependence or was dependent on the member because of mental or physical impairment.

27. Any former CUS minister

shall mean ordained ministers of the Word and Sacrament of the Congregational Union of Scotland, who were party to the Union with the United Reformed Church in the United Kingdom on 1st April 2000 and were members of the Scottish Congregational Ministers' Money Purchase Pension Scheme as at 31st March 2000.

28. CRCW

means any commissioned Church Related Community Worker.

29. Civil Partner

in respect of a member, a person who has entered into a civil partnership with the member which is recognised under the Civil Partnership Act 2004 (and which has not been dissolved or annulled by a court).

In these rules

the masculine gender will include the feminine gender; words in the singular will include the plural and vice versa; the reference to any statutory amendment modification or re-enactment thereof the headings and sub-headings are for ease of reference only and do not form part of the rules.

1. Name of Fund

In accordance with Section 22 of The URC Act 1972, as from June 1st 1980 (hereinafter called "the amalgamation date"), the Presbyterian Fund and the Congregational Fund shall be combined as one Fund, the United Reformed Church Ministers' Pension Fund, known hereinafter as "The Fund" (as in Definition (3)).

2. Purpose of Fund

2.1 The main purpose of the Fund shall be provision of pensions and other relevant benefits for members of the Fund on retirement at a specific age, and for the surviving spouses children and dependants of the deceased members of the Fund. The Registered Offices of the Fund shall be at 86 Tavistock Place, London WC1H 9RT.

2.2 The income of the Fund shall be derived from regular annual contributions by and on behalf of its members, supplemented by donations, legacies, congregations' collections and other voluntary sources, and by any special contributions from church resources which the Actuary certifies are necessary to secure the solvency of the Fund, together with income arising upon the Funds investments.

3. Administration

3.1 The Administration of the Fund shall be vested in the Pension Trustee and the Pension Trustee shall be the person appointed to meet the requirements

of the Board of Inland Revenue under the 1988 Act and shall give any necessary undertakings.

3.2 The Pension Trustee may (but without prejudice to the provisions of Rule 6) delegate the day-to-day management of the Fund to such officers bodies or committees of the URC as they may in their discretion from time to time determine.

4. Closure to New Entrants

The URC may at any time by notice in writing to the Pension Trustee direct that membership of the Fund shall be closed to new entrants and from then on no person shall be entitled to become a member without the consent of the URC.

5. Secretary and Actuary

5.1 The Financial Secretary for the time being of the URC or such other person as the Pension Trustee may from time to time think fit to appoint, shall be the Secretary of the Fund:

5.2 The Pension Trustee shall appoint an Actuary of the Fund who shall be a Fellow of the Institute of Actuaries or of the Faculty of Actuaries or a firm of such fellows.

5.3 The Committee shall appoint an Auditor of the Fund who shall have the prescribed qualifications.

6. Investment Powers

6.1 All the investments assets and money for the time being constituting the Fund shall subject as hereinafter provided be held under the legal control of and by or in the name of the Pension Trustee provided that such investments assets and money may in the absolute discretion of the Pension Trustee be held in the name of or under the control of such body corporate as they shall from time to time determine.

6.2 The Pension Trustee may delegate the day to day management of the investment of the Fund whether or not any part of such investment is held outside the United Kingdom to such person or persons and on such terms as the Pension Trustee shall in its absolute discretion think fit provided always however that any person or persons to whom any such discretion may be delegated shall be duly authorised to act as an investment manager pursuant to the Financial Services Act 1986. The Pension Trustee may enter into such management agreement with such investment manager for such period and on such terms as the Pension Trustee may from time to time think fit and any such management agreement may make provision for further delegation of

day to day management of the investment of the Fund.

6.3.1 The Pension Trustee may retain in any bank account or any account with a banking house in the United Kingdom or elsewhere such money as is considered proper and subject thereto invest or apply all money received on account of the Fund in any investments or assets which it could make if it were absolutely and beneficially entitled to those moneys or in any investments or assets which it can make as trustee of a retirement benefits scheme approved under the 1988 Act.

6.3.2 The Pension Trustee may from time to time in writing authorise such person or persons as it shall think fit to draw cheques on any banking account whether in the name of the Pension Trustee or any other person or to endorse cheques or to give receipts and discharges for any money or other property payable transferable or deliverable to the Pension Trustee and every such receipt or discharge shall be as valid and effectual as if it were given by the Pension Trustee.

6.3.3 The production of a written authority of the Pension Trustee as mentioned above shall be a sufficient protection to any debtor or any other person taking such receipt or discharge as mentioned above and unless such debtor or other person shall have received express notice in writing of the revocation of such authority he/she shall be entitled to assume and act on the assumption that the authority remains unrevoked.

6.4 The Pension Trustee may, in the manner which it thinks fit and as if it were absolutely and beneficially entitled, use the whole or any part of the Fund to invest in, acquire, dispose of, lend or otherwise deal in or undertake to deal in any property, assets, rights, options, assurances, contracts or interests (whether or not such transactions involve liability, produce income or are authorised by law as investments for trust assets). Without prejudice to the generality of the foregoing provisions trust money may be invested or applied as follows:

6.4.1 In the purchase of freehold or leasehold land in the United Kingdom or elsewhere

6.4.2 In the purchase from any insurance company of any annuity or annuities for the life or lives of any person or persons or for any period or periods whether depending upon or calculated by reference to life or not

6.4.3 In effecting or paying premiums in respect of any policy or policies or life assurance and in the underwriting or sub-underwriting or guaranteeing the subscription of any funds securities bonds debentures stocks or shares which may from time to time be investments authorised by or pursuant to the provisions of this rule

6.4.4 In the purchase of assets of a non-income producing nature and any transaction calculated in the opinion of the Pension Trustee to offset or reduce any risk of loss to the Fund, or to facilitate efficient portfolio management (including the reduction of cost or the generation of additional capital or income with an acceptable level of risk), and so that the Pension Trustee may deal in foreign currencies (either at the official rate of exchange or any other rates), contracts for differences and other derivatives (exchange traded and non-exchange traded) for present or future settlement.

6.5 The Pension Trustee shall have power to participate in any common investment Fund or Scheme for the investment of trust funds exempt from tax under the 1988 Act and may in this connection enter into any agreement arrangement or compromise and accept such consideration valuations appropriations and apportionments in respect of all or any of the rights under such fund or scheme as it may think fit.

6.6 The Pension Trustee may sell convert vary or transpose any of the investments or assets of the Fund and shall have power to surrender any policy on such terms as it thinks fit.

6.7.1 The Pension Trustee may insure any freehold or leasehold land held or acquired by it or arrange such other insurance cover as it may deem appropriate in respect of any investments or property of whatsoever nature whether held in its name or in the name of any other person.

6.7.2 The Pension Trustee may pay (out of capital or income as in its discretion it shall think appropriate) any insurance premium properly payable in respect of any such insurance referred to in Rule 6.7.1.

7. Borrowing Powers

7.1 The Pension Trustee may raise or borrow money on such terms as it thinks fit but in no circumstances shall the total amount borrowed by the Pension Trustee at any one time exceed 1% of the capital value of the Fund. Money so raised or borrowed shall be applied for all or any of the purposes of the Fund including without prejudice to the generality of the above the purchase of any asset or investment authorised by the Rules.

7.2 The Pension Trustee may secure any such borrowings on the whole or any part of the Fund.

7.3.1 The Pension Trustee shall not exercise the foregoing powers of borrowing and securing such borrowing except to meet short term current expenditure commitments of the Fund or

7.3.2 In an emergency.

8. Audit

The Pension Trustee shall, once in every year, cause to be prepared a statement of accounts of the Fund for the year to 31st December and a Balance Sheet as on that day, which accounts and Balance Sheet shall be audited by the Auditor.

9. Report

The Pension Trustee shall submit to the Assembly annually a full report of its accounts and transactions for the year ending 31st December preceding the meeting of the Assembly.

10. Actuarial Investigation

10.1 No less than once in every period of three years and six months an actuarial investigation of the assets and liabilities of the Fund shall be made and after each investigation a report (which shall satisfy the Disclosure Regulations and the requirements of the Board of Inland Revenue) as to the financial condition of the Fund shall be furnished by the Actuary to the Pension Trustee. The Pension Trustee shall, after consultation with the Actuary, consider what action (if any) should be taken, either to render the Fund solvent in the event of the valuation disclosing a deficiency, or to apply any surplus disclosed by the valuation. It shall recommend to the Assembly any amendment of rules necessary. No change shall be made in the rate of contribution and pensions except on the advice of the Actuary and by authority of the Assembly.

10.2 Following such advice and such authority during any period in which the URC makes special annual contributions to meet a deficiency disclosed by actuarial valuation and the participating bodies shall also make special annual contributions at such rates and for such a period as the Pension Trustee on the advice of the Actuary shall deem to be appropriate to the membership of each particular Participating Body.

11. Management Expenses

The expenses of the management of the Fund may be provided out of the income of the Fund.

12. Membership

Members of the Fund shall consist of the following persons:

12.1 Remunerated ministers of the URC who on the amalgamation date were members of the Presbyterian Fund or of the Congregational Fund.

12.2 Missionaries who prior to 5th October 1972 were in the service of the former Presbyterian Church of England and who on the amalgamation date were members of the Presbyterian Fund.

12.3 Such other remunerated ministers of the URC in the service of the Church other than in local churches as the Assembly shall appoint.

12.4 All remunerated ministers of the URC admitted after the amalgamation date as is provided in Rule 14.

12.5 Ministers of the URC who are serving Participating Bodies approved by the Committee.

12.6 Commissioned Church Related Community Workers (CRCWs).

13. Contributing or Non-contributing

13.1 Members shall be either contributing or non-contributing members.

13.2 Members in the service of the URC either in a local church or as appointed by the Assembly and who have not reached the pension age shall normally be contributing members.

13.3 Members who cease to be in the service of the URC but who retain an interest in the Fund under Rule 29 shall be non-contributing members.

13.4 Those members of the Presbyterian Fund who on 1st January 1972 were members of the Widows and Orphans (Continuing Liability) Fund shall be non-contributing members.

14. Admission to Membership

14.1.1.1 Every minister under the age of fifty five years at the date of ordination or induction to stipendiary service remunerated under the Plan for Partnership in Ministerial Remuneration may at the time of ordination or commencement of such stipendiary service become a contributing member of the Fund and his/her contribution shall commence from the first day of the month following such ordination or induction.

14.1.1.2 Any minister under the age of fifty five years at the date of ordination or induction to stipendiary service remunerated under the Plan for Partnership in Ministerial Remuneration who in the period 1 July 1992 to 30 June 1998 was not permitted membership of the Fund as the age of 50 had been

exceeded may join the Fund at any date before 31 December 1998.”

14.1.1.3 Any former CUS minister who, as a result of being over age 55 at 1st April 2000, was not permitted to become a contributing member of the Fund upon Union of the Scottish Congregational Church with the URC will be permitted to become a contributing member of the Fund at any date between 1st August 2001 and 31st December 2001.

14.1.1.4 From 1 August 2003 any CRCW under the age of fifty five years at the date of commissioning to stipendiary service remunerated under the Plan for Partnership in Ministerial Remuneration, may become a contributing member of the Fund. His/her contribution shall commence from the first day of the month following such commissioning.

14.1.2 If a contributing member serving full-time reduces his/her commitment to that of part-time service before retirement, the Pension Trustee may raise the Pensionable Service to the level applicable to a full-time minister or CRCW having regard to the length of any previous full-time service, to the health of the member, to the fraction of basic stipend being paid and to the purpose and pensionability of any other employment and shall in such cases allow full membership of the Pension Fund, contributions then being payable on the full basic stipend.

14.2 Every member who has ceased to be a contributing member under Rule 13.3 and who whilst under normal pension age is re-admitted to full-time or part-time service in the URC may become a contributory member of the Fund as is provided in the previous Rule. At the time of re-admission the Pension Trustee shall have discretion to aggregate for the purposes of Rules 18-23 that member's previous period or periods of membership with the member's latest period of membership PROVIDED that the member waives his/her right to any deferred pension and surviving spouses pension under Rule 29 in respect of such previous period or periods of membership and repays to the Fund an amount equal to the sum of

14.2.1 any cash refund or refunds previously received by him/her under Rule 29 and

14.2.2 any deduction previously made under Rule 29.3 in calculating such refund or refunds.

14A. Participating Bodies

14A.1 A church or other body may participate in the Scheme and so become a Participating Body if it agrees by deed to be bound by the Definitive Deed and Rules as a Participating Body. Participation may take place only if Approval is not prejudiced and with the consent of the Assembly which must also execute the deed. Participation shall start when the deed is executed or on such earlier

or later date as may be specified in the deed. The new Participating Body must, unless the URC directs otherwise, agree to nominate the Principal Employer to make decisions for it which relate to the Pensions Act 1995 (in particular the operation of section 16 to 21 and section 35) or to the Pensions Act 2004 and any regulations made under either of those Acts under which it is envisaged that one employer in a multi-employer scheme may act for all the employers participating in the scheme.

14A.2 A Participating Body (other than the URC) withdraws from the Fund on the withdrawal date which is the earlier of the following dates:

14A.2.1 the date specified in a written notice from the Participating Body to the Pension Trustee that the Participating Body is terminating its liability to contribute to the Fund and withdrawing from membership of the Fund;

14A.2.2 the date specified in a written notice from the URC to the Trustees, copied to the Participating Body, that the Participating Body is to terminate its contributions to the Fund and to withdraw from the Fund; or

14A.2.3 the date that the Participating Body goes into liquidation, is dissolved or ceases to carry on business.

14A.3 If there is any doubt if and when the Withdrawal Date has occurred, this is decided by the Pension Trustee. The Participating Body has no further liability under the Trust Deed and Rules of the Fund after the Withdrawal Date (except for paying any arrears of contributions due before the Withdrawal Date) but this does not affect any continuing liability imposed by the Pension Schemes Act 1993, the Pensions Act 1995, the Pensions Act 2004 or the Finance Act 2004 or any other legislation or legal requirement.

14A.4 Effect on members in Pensionable Service: Each member employed by the withdrawing Participating Body and who is in service in membership of the Fund on the Withdrawal Date is deemed to have left service on the Withdrawal Date and his/her benefits are calculated accordingly under the Trust Deed and Rules.

14A.5 Pension Trustee's powers: On, or at any time following, the Withdrawal Date, the Pension Trustee may make a transfer payment under Rule 36 to secure benefits from an Assurance Company for all or any of the members who are or were employed by the Participating Body which has withdrawn from membership of the Fund. Otherwise, benefits are payable under the Fund in accordance with the Trust Deed and Rules.

15. Contributions

15.1 The contribution of each contributing member shall be a fixed percentage of the basic stipend, such percentage being determined by the Assembly from time to time on the advice of the Actuary. No rate of contribution determined under this rule may be altered before the expiry of 12 months from the date on which the first payment at the current rate became due without the specific agreement of the Board of Inland Revenue.

15.2 The Participating Bodies shall also contribute, and where the member is engaged directly in the service of the URC, a further contribution shall be made from the funds administered by the Committee the amounts of these contributions being determined by the Assembly from time to time on the advice of the Actuary. The Participating Bodies shall contribute to the expenses of administering the Fund including such share of the Fund's Pension Protection Fund levy as the Assembly shall determine from time to time on the advice of the Actuary.

15.3 Where part-time membership only has been granted the contributions referred to in paragraphs 15.1 and 15.2 of this Rule shall apply only in relation to the proportion of the basic stipend being paid.

16. Cessation of Contributions

The contribution of a contributing member will cease from the first day of the month following his/her attainment of Normal Pension Age or, if later, his/her date of actual retirement from Pensionable Service.

17. Additional Voluntary Contributions

17.1 Any member may pay voluntary contributions into the Fund in order to secure additional benefits not exceeding Inland Revenue limits subject to the following limitations:

17.1.1 the member may suspend reduce or terminate his/her voluntary contributions and

17.1.2 the voluntary contributions shall be of an amount that is acceptable to the Pension Trustee.

17.2.1 Except where Rule 17.2.2 applies the benefits secured by additional voluntary contributions shall be calculated and fixed at the time of retirement or earlier transfer from the Fund in the light of the financial experience of the Fund and the advice of the Actuary provided that in respect of contributions commenced prior to 1st June 1992 the benefit shall not be less than those provided under a table certified by the Actuary.

17.2.2 Voluntary contributions may at the absolute discretion of the Pension Trustee

be invested in a suitable fund selected by the Pension Trustee and in such event the additional benefits provided by such voluntary contributions will be such as may be provided by the proceeds of such investment and will be in such form as the Pension Trustee having consulted with the member shall determine.

17.3 Notwithstanding anything to the contrary in the Fund documentation the options in Parts I, II and III of Appendix XII dated 08/2001 of the Inland Revenue document IR 12 (2001) may be applied to the benefits of the Fund members with the consent of the Pension Trustee.

18. Normal Retirement Pensions

Subject to Rules 18.3, 18.4 and 19.2 all pensions are based on stipend at date of retirement or normal pension age whichever is the earlier.

A member retiring in respect of whom all due contributions have been made shall be entitled to a pension based on years and months of pensionable service. The amount of pension at retirement shall be:-

18.1 One eightieth of pensionable stipend for each year of pensionable service after May 1971 up to the attainment of normal pension age or date of earlier retirement.

18.2 For each year of pensionable service prior to June 1971 either:-

18.2.1 Where the member belonged on the 31st May 1971 to the Congregational Fund £69.37 (Sixty nine pounds, thirty seven pence) or such higher sum as may from time to time be authorised by the Committee: or

18.2.2 Where the member belonged before the amalgamation date to the Presbyterian Fund, one eightieth of pensionable stipend for each year completed.

18.3 Ministers who are on the 1st November 1993 drawing pension shall be paid a pension calculated in accordance with Rules 18.1 and 18.2 as appropriate but based on the basic stipend as at 1st November 1993.

18.4 Ministers who on 1st November 1993 are older than normal pension age but have not commenced drawing their pension and are continuing in the service of the URC or a Participating Body shall when they retire, be paid a pension calculated in accordance with Rules 18.1 and 18.2 as appropriate based on the stipend paid at 1st November 1993 but increased as provided by Rule 19.

18.5 Provision for dependent children may be payable (see Rule 48).

19. Late Retirement

19.1 A member who has attained Normal Pension Age on 30 November 2006 and remains in service shall be entitled to late retirement escalation as follows:

The amount of the pension attributable to Pensionable Service up to 30 November 2006 shall be increased as provided in Rule 25 by such increases as would have applied as from Normal Pension Age had retirement occurred on Normal Pension Age. In addition there shall be further increase of pension of such amount as the Actuary shall advise to be appropriate having regard to the period of postponement from Normal Pension Age up to the date of retirement.

19.2 A member who has not attained Normal Pension Age on 30 November 2006 and remains in Pensionable Service after attaining Normal Pension Age shall continue to accrue benefits in the Fund as a contributing member. On the member's actual retirement from Pensionable Service, his/her pension shall be calculated as set out in Rule 18 but based on stipend at the member's date of actual retirement.

19.3 A member who retires after attaining Normal Pension Age and who had ceased to be a contributing member before his/her retirement shall have his/her pension increased as provided in Rule 25 by such increases as would have applied from the later of Normal Pension Age and the date he/she ceased to be a contributing member. In addition there shall be further increase of pension of such amount as the Actuary shall advise to be appropriate having regard to the period of postponement from the later of Normal Pension Age and the date he/she ceased to be a contributing member up to the date of retirement.

20. Ill-health Retirement

20.1 In the event that a member retires before normal pension age on account of incapacity to undertake the duties of a stipendiary minister or CRCW due to ill-health duly certified to the satisfaction of the Pension Trustee in accordance with the requirements of Rule 20.2, he/she shall be entitled to an immediate pension which shall be calculated as provided in Rule 18 but by reference to the member's full prospective Pensionable Service up to normal pension age.

20.2 An ill-health pension shall only be put into payment if the Pension Trustee has received evidence from a registered medical practitioner that the member is, and will continue to be, unable to carry on his/her occupation because of physical or mental impairment.

20.3 The Pension Trustee shall review the state of health of any member who receives a pension under this Rule 20 at regular intervals and at least once

every five years, except where the Pension Trustee considers this inappropriate (for example, in cases of severe ill-health or when the time for review is within twelve months of the member reaching normal pension age); and the member shall submit to any medical examinations which the Pension Trustee may require in order to carry out such a review.

20.4 If any member who has been granted an ill-health pension recovers sufficiently and undertakes remunerated employment, that member must advise the Pension Trustee accordingly.

20.5 The Pension Trustee may vary or suspend any pension payable under this rule if the Pension Trustee considers that the member no longer satisfies the condition described in Rule 20.2 for the payment of an ill-health pension.

20.6 Provision for dependent children may be payable (see Rule 48).

21. Early Retirement

A member may retire within ten years before normal pension age; he/she will then become entitled to an immediate pension based on the actual years of pensionable service and the amount of pension so calculated shall then be reduced on the advice of the Actuary having regard to the age of the member at the date of retirement, save that no reduction will be required in respect of the pension attributable to stipendiary service accrued up to and including 30 November 2006 if the member (at retirement) has completed 40 years of stipendiary service to the URC or its constituent denominations.

22. Death in Service

In the event of the death of a contributing member in service there shall become payable the following benefits:

22.1 Where the member leaves a spouse or a lawful or adopted child or children who is or are a dependant or dependants and who in either case survive the member by 30 days or more, a lump sum equal to three year's basic stipend at the date of death, to be held by the Pension Trustee upon Discretionary Trusts; and in all other cases, a lump sum equal to two year's basic stipend at the date of death to be held by the Pension Trustee upon Discretionary Trusts; provided that in the case of a part-time member who has at no time during membership of the Fund been paid the full basic stipend, the lump sum shall equal only a proportion of three years or two years basic stipend at the date of death as the case may be. In such a case the proportion shall be equal to three times or twice as the case may be the greatest proportion of basic stipend which in any year has been paid to him/her during membership of the Fund.

22.2 To the surviving spouse a pension for life of an annual amount equal to one

half of the pension to which the member would have been entitled if the member had attained normal pension age or, in the case of the death of a contributing member in service after normal pension age, one half of the pension to which the member would have been entitled had he/she retired the day before his/her death plus in the case of the spouse of a member of the Congregational Fund £17.34 or one quarter of the amount authorised from time to time under Rule 18.2.1 per annum for each year of pensionable service prior to June 1971 provided always that the total annual amount of such pension shall not be less than £200 (Two hundred pounds). The pension will be subject to reduction on the advice of the Actuary if the surviving spouse is more than ten years younger than the member. In the case of a member who is at the time of his/her death a part-time member under Rule 14.1.2 the pension to which the member would have been entitled had he/she attained normal pension age shall be calculated by assuming the same average proportion for each future year as the entitlement in years at date of death bears to the number of years membership of the Fund.

22.3 Provision for dependent children may be payable (see Rule 48).

23. Death after Retirement

23.1 In the event of the death of a member who has retired on pension and who leaves a spouse whom he/she married before the later of the date on which his/her service as a contributing member of the Fund ceases and the date of his/her retirement, a pension will become payable for life to the spouse. The annual amount of such pension shall be half of the pension the member would have been entitled to had he/she lived on the assumption that he/she had not made an election under Rule 26 plus in the case of the spouse of a member of the Congregational Fund £17.34 or one quarter of the amount authorised from time to time under Rule 18.2.1 for each year of pensionable service prior to June 1971. The pension will be subject to reduction on the advice of the Actuary if the spouse is more than ten years younger than the member.

23.2 In the event of death occurring within five years of retirement there shall be raised out of the Fund and held upon the Discretionary Trusts a sum equal to the number of monthly pension payments paid deducted from sixty multiplied by the current monthly pension at the date of death. Should however the death of a member who retired on ill-health under Rule 20 occur after 10th May 1986 and within one year of retirement and under normal pension age the sum held upon the Discretionary Trusts shall be equal to that payable under Rule 22.1 less any pension amounts already paid where such a sum would exceed that available under this sub-paragraph.

23.3 If a member has ceased on or after Normal Pension Age to be in Pensionable Service but has continued in the service of the URC or any Participating Body after normal pension age and dies before retirement he/she shall be deemed

for the purposes of Rules 23.1. and 23.2. above to have retired on the day before his/her death.

23.4 Provision for dependent children may be payable (see Rule 48).

24. Widow's Pension

In the event of the death of a member who formerly belonged to the Presbyterian Fund and who on the 1st January 1972 was a member of the Widows and Orphans (Continuing Liability) Fund (Rule 13.4.) there shall also become payable to his widow a further pension of £150 per annum, such pension may cease in the event of her re-marriage, at the discretion of the Pension Trustee.

25. Pension Escalation

25.1 Every year on 1st January commencing on 1st January 1996 all pensions then in course of payment to which this rule applies shall be increased by the lesser of the amount that the Retail Price Index (the general increase of retail prices published by the Central Statistical Office) has increased since the date of the last increase in pensions in payment or 5% per annum. This shall apply to pensions payable in the terms of Rules 18, 19, 20, 21, 22, 23, 29 and 48.

25.2 The increase in the Retail Price Index shall be calculated by checking the Retail Price Index for the month which is published in the November immediately preceding the 1st January in any year and that figure shall be compared with the index published for the same month twelve months earlier. In the event of any change in the basis or composition of the Retail Price Index the Pension Trustee on the advice of the Actuary shall make such adjustments as may be appropriate.

26. Commutation of Pension

26.1 Immediately before the commencement of the pension payment a member may elect by written notice to the Pension Trustee to take it or part of it in the form of a lump sum payable at commencement of benefit. The lump sum will be limited to that which is consistent with Approval and in any case (except as next provided) will be limited to one and one half times the basic stipend. The consequent reduction in pension will be determined by the Pension Trustee on the advice of the Actuary. Provided that if the pension payable does not, with the pension equivalent of any retirement benefit or benefits not in pension form to which the member may become entitled, exceed £104 per annum, or such other sum as would not prejudice Approval or if the member is in exceptional circumstances of serious ill-health, the Pension Trustee may if it thinks fit pay to the member such lump sum as the Actuary may advise, subject to a reduction appropriate under Rule 40.

27. Payment of Pension

All pensions shall be payable monthly in advance.

28. Transfer to Other Churches

28.1.1 Where a former member of the Presbyterian Fund accepts a call before 1st June 1982 to a congregation in any church which prior to the amalgamation of the funds was regarded for pension purposes only as being on terms of mutual eligibility, he/she may become a non-contributing member but shall, nevertheless, be entitled at normal pension age to a pension in respect of his/her contributory service calculated as in Rule 18.

28.1.2 The provisions of Rule 24 and 25 shall apply to such pension.

28.2 On and from 1 June 1982 the benefits of any contributing member accepting a call to a congregation of any other church will be dealt with at his/her option under Rule 29 or Rule 41, save that in the case of former member of the Presbyterian Fund a call accepted to a congregation of the Church of Scotland

shall include the additional option to chose the benefits of the first paragraph of this rule provided that such option is exercised in writing within 6 months of ceasing to be a contributing member.

28A Transfers from other pension schemes and arrangements

The Pension Trustee may accept a transfer of assets or surrender value in respect of any person from another pension scheme or arrangement and will provide such benefits consistent with the Fund's tax status as a registered pension scheme under Part 4 of the Finance Act 2004 and with the requirements of Part IV of the Pension Schemes Act 1993 as the Pension Trustee determines to be appropriate after considering the advice of the Actuary.

29. Leaving Service

If a member leaves Pensionable Service without becoming entitled to a pension and his/her benefits are not dealt with under either Rule 28 or Rule 41 then:

29.1.1 If the member has not completed two years qualifying service, then he/she shall be entitled to a cash refund of his/her contributions (including any voluntary contributions) to the Fund and to his/her former Fund with compound interest thereon at 3 per cent per annum, subject to the deductions referred to in Rule 29.3 below. In lieu of this cash refund (before any deductions) such member may elect to receive either a deferred pension from

normal pension age of such amount as the Actuary deems to be of equivalent value at the time of withdrawal to the said cash refund (before any deductions) or a transfer payment equal to the said cash refund direct to the pension Scheme of his/her new employer (provided that the said Scheme is willing and able to accept it). Where a member has at least three months but less than two years qualifying service he/she shall also be entitled to the option of taking a Cash Transfer Sum which may be transferred to any other pension scheme or arrangement duly authorised by law to receive such payment provided that such a transfer would not be an unauthorised payment. A receipt from the receiving pension scheme or arrangement shall be a full discharge of the Pension Trustee's liabilities in respect of the pension.

29.1.2 In the event of the member taking a deferred pension or transfer payment if he/she has completed 10 years in ministerial service he/she shall, and in other circumstances may at the Pension Trustee's discretion, be granted such further deferred pension or transfer payment as shall, in the opinion of the Actuary, at the member's withdrawal absorb the part of his/her interest in the Fund accrued up to and including 30 November 2006.

29.1.3 The Pension Trustee must notify the member of the right to make an election for a Cash Transfer Sum and must inform the member that if he/she does not make an election by the reply date specified in the notification, the Trustee will pay a cash refund (as described in Rule 29.1.1). If the member makes an

election for a Cash Transfer Sum before the reply date (or any later date allowed by the Pension Trustee), the Pension Trustee must give effect to it. Otherwise, the Pension Trustee must pay a cash refund (as described in Rule 29.1.1) to the member.

29.2.1 If at the date of withdrawal the member has completed two years qualifying service he/she shall pursuant to the Social Security Act 1973, have the right to be granted a retirement pension (and spouses pension on death after retirement in the case of a married member). The benefits in these circumstances would be in accordance with Rules 18 and 23.1 and based upon the member's basic stipend at leaving and the member's pensionable service completed up to the date of leaving and on any additional contributions paid under Rule 17 or of greater amount if such, in the opinion of the Actuary is necessary to ensure that the total value at withdrawal of the benefits granted is equivalent to the cash refund (before any deductions) described in Rule 29.1 of this rule.

29.2.2 In lieu thereof, the member may choose a transfer payment direct to the pension Scheme of his/her new employer (provided that the said scheme is willing and able to accept it) of an amount certified by the Actuary to be equivalent in value to the aforementioned benefits. The member may, however, as an alternative to either of the benefits described above elect to

take a cash refund of all his/her contributions paid to his/her former Fund

before 5th April 1975, together with such paid up benefits in accordance with Rules 18 and 23.1 as are provided from 5th April 1975, or if greater, as are provided by his/her contributions since that date. The cash refund is subject to the deductions referred to in Rule 29.3. below.

29.3 There will be deducted from any cash refund of members' contributions an amount equal to the Pension Trustee's tax liability on the cash refund.

29.4 If the member leaves before 6th April 1980 and has at any time contributed to the Fund in respect of a basic stipend in excess of £5,000 per annum such member cannot be paid a refund of any of his/her contributions. The member must in such circumstances be awarded one of the alternatives to receive a refund described in Rules 29.1.1 and 29.1.2 and 29.2.1 and 29.2.2 above.

30. Assignment or Commutation

Alienation of Benefit

30.1 If any person when he/she becomes entitled to or while he/she is in receipt of a pension under these rules shall be or become bankrupt his/her pension shall be forfeited.

30.2 Every pension payable under these rules shall be strictly personal. No member or other person entitled to such a pension shall assign charge or alienate it or any part of it, and if any act not hereby authorised shall have been done or any event shall have happened whereby the pension would if belonging absolutely to the pensioner have become vested in or charged in favour of some other person or persons it shall be forfeited.

30.3 Where a member or other beneficiary has forfeited a pension under the provisions of Rules 30.1 or 30.2 above the Pension Trustee may at the absolute discretion of the Pension Trustee in cases of hardship pay or apply the pension or any part thereof to or for the benefit of such one or more exclusively of the others or other of the following persons namely, the member or other beneficiary or his/her spouse or dependants in such manner as the Pension Trustee shall from time to time think fit provided always that no payment shall be made to an assignee.

30.4 Following receipt of a Pension Sharing Order pursuant to the Welfare Reform and Pensions Act 1999 the Pension Trustee will transfer the defined proportion of the value of a member's pension benefit to an appropriate policy with an insurer of the Ex-spouse's choosing. If not chosen by the Ex-spouse within the specified period, the default option of the Pension Trustee arranging an appropriate policy with an insurer will

operate. Appendix 1 hereto contains provisions relating to Pension Sharing under the said Welfare Reform and Pensions Act 1999.

31. Evidence of Age

A member shall be required to produce evidence of age in respect of himself/herself, his/her spouse, or his/.her children and any documents required in support thereof.

32. State Scheme

Any benefits receivable under the State Social Security Scheme are additional to and independent of the benefits of the Fund.

33. Personal Liability

No personal liability shall be incurred by members of the Committee or of the Assembly.

34. Alteration of Rules

34.1 The rules and any other rules made pursuant to this power, may subject to Rule 34.3 from time to time be revoked, added to, or altered by the authority of the Assembly but no such change shall be made until a report on its financial effect on the Fund has been obtained from the Actuary.

34.2 With the exception of amendments of rules necessitated by changes in the State Pension Scheme, or by Inland Revenue requirements any member who became a member before 10th July 1993 whose pecuniary rights are adversely affected to an appreciable extent by any such change may elect, if before or within 3 months of the coming into effect of any such change in the rules such member gives notice in writing to the Pension Trustee, to be subject to the rules that were in force prior to the change.

34.3 No such revocation, addition, alteration or new rule shall be made which would have the effect of

34.3.1 altering the main purpose of the Fund from that of providing pensions and other relevant benefits for members of the Fund or

34.3.2 providing for the return of contributions or transfer of any part of the Fund to local churches, committees or any other financial authorities, other than any residual balance on the Fund being wound up in accordance with Rule 35.1 or

34.3.3 prejudicing Approval.

34.4 No change in the rules may have the effect of reducing pension rights accrued prior to the change.

35. Winding-up of Fund

35.1 If the Pension Trustee shall at any time be of the opinion that the objects for which the Fund was established no longer exist or that the administration thereof can no longer be conveniently carried on it shall have power with the consent of the Assembly to determine the Fund whereupon the trusts upon which the assets of the Fund were formerly held shall cease. On the determination of the Fund, the Fund shall be wound up in accordance with Rule 35.2 except if, and to the extent, any statutory priority order overrides it.

35.2 Subject to the payment out of the Fund of all costs, charges and expenses of such winding-up and to provision, as the Fund will admit, for the continued payment of any pensions that are then payable, ascertained as at the date of determination, and contingent pensions to surviving spouses children and dependants payable, the balance of the Fund, if any, shall be applied by the Pension Trustee in making provision for pensions on retirement for the remaining members, or on death to their surviving spouses and dependants as if such members had become subject to Rule 29 immediately prior to the Fund being wound up. Provided always that in making any such provisions as aforesaid whether for the continued payment of pensions or for pensions on retirement and otherwise the Pension Trustee with the advice of the Actuary shall apply so much of the Fund as is attributable to Additional Voluntary Contributions made by members in or towards pensions (including pensions to surviving spouses and dependants) for those members of the Fund who have contributed the same. If the assets of the Fund shall exceed the amount required to meet in full the liabilities specified in this rule, the excess assets shall be applied under actuarial advice to increase the aforesaid pensions and benefits having regard to the respective interests of the various recipients in the Fund, provided that no such pension provision for or in respect of any member or spouse or dependant shall be so great in amount as to exceed any limits (which the Pension Trustee shall at the commencement of winding-up of the Fund ascertain from the Board of Inland Revenue) currently in force in connection with the approval of the Fund as an exempt approved scheme under the 1988 Act. Any balance remaining shall be returned to local churches, committees or any other financial authorities in such proportions as the Assembly shall on the advice of the Actuary determine.

35.3 Instead of determining the Fund in the manner provided in Rule 35.1 of this rule the Pension Trustee shall have power subject to the approval of the Board of Inland Revenue to amalgamate the Fund with any other fund which is exempt approved under the 1988 Act. Such amalgamation shall be on such terms as the Pension Trustee acting on actuarial advice and with the consent of the Assembly shall think fit. On any such amalgamation becoming

effective the Pension Trustee shall transfer the assets of the Fund to the trustee for the time being of such other fund as aforesaid and thereafter shall be free from all responsibility with regard thereto.

36. Provision for Transfer to Assurance Company

The Pension Trustee, if so authorised by the Assembly, may at any time or times make arrangements with any insurance company or companies to which the Insurance Companies Act 1974 applies and which is authorised by or under Section 3 or 4 of that Act to carry on long-term business as defined in the Act, to undertake the whole or any part of the liabilities of the Fund, and in particular to issue policies to members providing for benefits equivalent to those provided for by these rules, and such policies shall be accepted by members or in substitution for their claims against the Fund.

37. Rules, Accounts and Reports for members

37.1 The Pension Trustee shall provide formal Fund documentation and basic Fund information as required by the Disclosure Regulations to any member of the Fund or other person so entitled.

37.2 In so far as not otherwise herein provided every member of the Fund shall, on demand, be entitled to be supplied with one copy of the rules of the Fund, and of all amendments thereof and of the latest statement of accounts, Balance Sheet, and actuarial report prepared in accordance with these rules, and to inspect a copy of the Trust Deed.

37.3 This rule shall not entitle any person to information that is not relevant to his/her rights under the Fund.

38. Disability

If any member or other beneficiary under these rules shall become of unsound mind or in the opinion of the Pension Trustee otherwise incapable of managing his/her own affairs the Pension Trustee may at its absolute discretion and without being liable to account therefore pay or apply as provided in Rule 30.3 any such sum which otherwise would have been payable to him/her.

39. Information required by the Pension Trustee

Every member and every person for the time being entitled to any pension or allowance under these rules shall from time to time give to the Pension Trustee such information as it may require as to his/her postal address and generally all such information as may be relevant for the purposes of the administration of the Fund including dates and full particulars of all births,

marriages, deaths and other events and including where necessary the production of birth, marriage and death certificates and in the case of a pensioner or other beneficiary or potential beneficiary evidence of continued survival. No benefit under these rules shall be paid to a member or other beneficiary unless and until evidence of his/her age satisfactory to the Pension Trustee has been produced.

40. Income Tax

If in respect of a sum payable under the provisions of these rules or of the Trust Deed the Pension Trustee is liable to the Board of Inland Revenue for the payment of any income tax the Pension Trustee shall deduct from such sum the income tax for which it is liable.

41. Leaving Service of the URC or of a Participating Body

41.1.1 If a member within twelve months of ceasing to serve the URC or a Participating Body without receiving an early retirement pension or other benefit enters the service of an employer who operates an approved fund as hereinafter defined the Pension Trustee shall if such member so requires and subject to the next sub-clause transfer to that fund (hereinafter called "the other fund") the sum which in the opinion of the Actuary is equivalent in value at the date of cessation of service to the benefits calculated in accordance with Rules 18 and 23.1 and based upon the member's basic stipend at leaving and his/her pensionable service up to the date of leaving and on any additional contributions paid under Rule 17 or of greater amount if such in the opinion of the Actuary is necessary to ensure that the total value at withdrawal of the benefit granted is equivalent to the cash refund (before any deduction) under Rule 29.1.

41.1.2 On or before making any such transfer the Pension Trustee shall;

41.1.2.1 obtain an assurance from the administrator of the other fund that no more of the sum transferred than the amount certified as next mentioned could consistently with the rules and Trust Deed of the other fund be treated in the other fund as employee's contributions and

41.1.2.2 by their proper officer certify to the administrator of the other fund the amount of the sum transferred which represents contributions paid to the Fund by the member concerned.

41.1.3 If the member's service ceases before the 5th April 1980 and the total annual stipend of the member has ever exceeded £5,000 (or whatever other sum then disables such member from obtaining from the Fund on leaving service a

return of his/her contributions) the Pension Trustee shall notify the

administrator of the other fund accordingly, and obtain an assurance that the amount certified as last mentioned will not be refunded to the member in any circumstances whatsoever during such member's lifetime.

41.1.4 After any such transfer the member concerned shall not be entitled to any benefit from the Fund.

41.2.1 If a person whose employer operates an approved fund leaves that employment to become a Minister or other person entitled to membership under Rule 12 the Pension Trustee may receive from that fund such amount as may be payable in that event under the constitution of the fund and shall obtain from the administrator of the fund a certificate corresponding to the certificate required under Rule 41.1.2. above.

41.2.2 The person on whose behalf the said sum is received shall be entitled to such benefits from the Fund as the Pension Trustee shall on the advice of the Actuary decide PROVIDED that

41.2.2.1 no more of the sum received than the amount so certified shall be treated as contributions paid by such person;

41.2.2.2 any restriction on a refund of such contributions on leaving service notified by the trustees or administrator of the approved fund is complied with.

41.2.3 For the purposes of this clause an approved fund is one which is approved by the Board of Inland Revenue under the 1988 Act and treated as an exempt approved scheme or is approved by the Board of Inland Revenue and the Occupational Pensions Board for the purposes of a transfer.

42. Death of Deferred Pensioner before age 65

42.1 Where a member who has elected under Rule 29.1 to receive a deferred pension from normal pension age dies before reaching such age, there shall be raised out of the Fund and held upon Discretionary Trusts a sum equal to the member's own contributions with compound interest thereon at 3 per cent per annum.

42.2 Where a member who has elected under Rule 29.2. to receive a deferred pension from normal pension age dies before reaching such age without leaving a spouse to qualify for a pension under Rule 42.3 of this rule, there shall be raised out of the Fund and held upon Discretionary Trusts a sum equal to that part of such member's own contributions not already returned under Rule 29.2 together with compound interest thereon at 3 per cent per annum.

42.3 Where a member who has elected under Rule 29.2. to receive a deferred pension from normal pension age dies after 1st May 1981 before reaching such age leaving a spouse there shall be payable to the spouse a pension for

life of an amount equal to one half of the deferred pension plus in the case of a former member of the Congregational Fund an amount equal to one quarter of such sum as he/she would have been entitled to receive under Rule 18.2.1 for each year of pensionable service prior to June 1971 during which he/she paid that part of his/her own contributions not already returned under Rule 29. The pension will be subject to reduction on the advice of the Actuary if the spouse is more than ten years younger than the member.

43. Overriding Tax Rules and Maximum Benefits

43.1 The Schedule hereto has effect as part of the Rules and sets out the Tax Rules and the Inland Revenue Limits on benefits that apply to the Fund.

43.2 The benefits payable under the Fund shall in no circumstances exceed the Inland Revenue limits set out in Part II of the Schedule to these rules but nothing in Part II of the Schedule shall operate to increase any of the benefits or entitlements conferred under any of the provisions of the rules and shall not operate to confer any benefit or entitlement not thereby granted.

44. Augmentation and Provision of Further Benefits

44.1 The Pension Trustee may having considered the advice of the Actuary and having obtained the consent of the Assembly do one or both of the following:

44.1.1 Augment the benefits of any person (or class of persons) entitled under the Fund or

44.1.2 Provide benefits from the Fund for persons not otherwise entitled under the Fund but in neither case may benefits be provided which would prejudice Approval.

44.2 Where the Pension Trustee exercises its powers under this rule the URC and the Participating Bodies shall pay such further contributions into the Fund and in such proportions which the Actuary recommends as necessary to provide the additional benefits.

45. Exercise of Corporate Powers

45.1 Any power right or discretion conferred by the provisions of the Fund on a company (such as the Pension Trustee) shall be exercisable by or by the authority of that company's board of directors or by a committee of that board appointed for the purposes of the Fund.

45.2 Except where the provisions of the Fund expressly require a deed a copy resolution of the board or committee (as referred to in Rule 3.1 above) signed by the Chairman of the meeting shall be sufficient evidence of the exercise of

the power right or discretion involved.

46. Trustees may Benefit

Any person shall be entitled absolutely to his/her benefits under the Trust Deed and the rules regardless of whether he/she is a trustee or a director employee or a member of a corporate trustee of the Fund.

47. Commencement

These rules shall take effect on and from 1st November 1993.

48. Provision for Dependent children

Where a retired member has, or a member dies leaving, one or more children below the age of 24 years, an annual pension shall be paid to the retired member or the widow(er) in respect of each child (or if there is no such widow(er) to such person as the Pension Trustee may determine) until the child attains the age of 24 years, or until the child ceases to be dependent, whichever is the earlier, provided that a pension shall be paid only until the child attains age 23 if the pension would otherwise be an unauthorised payment under the Finance Act 2004.

For the purposes of the Rule a child shall mean a lawful or adopted child of the retired or deceased member and such child shall be deemed to be dependent so long as he/she shall in the opinion of the Pension Trustee be dependent upon the retired member or in the case of a deceased member the surviving spouse or estate for the provision of all or a substantial number of the ordinary necessities of life.

From January 2006 the initial level of the pension in respect of a dependent child or children shall be £929 pa for the first dependent child and £471 pa per child for any further dependent children. The initial level of the pension will be reviewed by the Committee at least annually. Once in payment the pension will escalate as is provided for in Rule 25, until the children cease to be dependent, as defined in this Rule.

The pension in respect of a dependent child or children will not be subject to early retirement reduction (Rule 21), nor late retirement addition (Rule 19), nor the age disparity reduction (Rules 22.2 and 23.1).

49. A member's Civil Partner shall be treated for the purposes of the Rules as if he/she were the member's spouse but only in respect of:

benefits that are attributable to Pensionable Service from 5 December 2005, including that day, or, in the case of money purchase AVCs, to contributions

payable on or after that date; and

benefits that are not attributable to Pensionable Service and are payable as a result of the member's death on or after 5 December 2005.

The pension sharing appendix shall be deemed to be amended to the extent required to comply with the Civil Partnership Act 2004.

50. Statutory Debt Legislation

The Pension Trustee may enter into any arrangement it thinks fit to modify any amount that might otherwise be treated as a debt due from a Participating Body under Sections 75 and 75A of the Pensions Act 1995 (deficiencies in the assets) and any regulations made under those sections (the “Statutory Debt Legislation”). However, the modification cannot reduce the amount of any debt to less than £10.

Appendix 1 - Pension Sharing On Divorce

Rule 1

Definitions

“Ex-Spouse” means an individual to whom Pension Credit Rights have been or are to be allocated following a Pension Sharing Order, agreement or equivalent provision.

“Insurance Company” is as defined in Section 659B of the 1988 Act.

“Negative Deferred Pension” means the amount by which the member’s pension or deferred pension under the Fund which arose/arises from service with the URC is reduced at the Relevant Date by s.31 of the Welfare Reform and Pensions Act 1999 following a Pension Sharing Order, agreement or equivalent provision. For this purpose, service with the URC includes all periods of service with other employers which have been treated as if they were service with the URC where a transfer payment has been made to the Fund in respect of that other service.

“Pension Credit” means a credit under s.29(1)(b), Welfare Reform and Pensions Act 1999.

“Pension Credit Benefit” in relation to a Fund, means the benefits payable under the Fund to or in respect of a person by virtue of rights under the Fund attributable (directly or indirectly) to a Pension Credit.

“Pension Credit Rights” means right to future benefits under a Fund which are attributable (directly or indirectly) to a Pension Credit.

“Pension Debit” means a debit under s.29(1)(a) of the Welfare Reform and Pensions Act 1999.

“Pension Debit member” means a member whose benefits have been permanently reduced by a Pension Debit. Such a member will either be:-

(i) a member who is a Controlling Director of a company which is his/her employer if he/she is a director of the company to whom paragraph (b) of Section 417(5) of the 1988 Act applies either at the date on which the marriage was dissolved or annulled, or at any time within the period of 10 years before that date, or

(ii) a member whose earnings at the date at which his/her marriage was dissolved or annulled exceeded $\frac{1}{4}$ of the Permitted Maximum for the year of assessment in which the dissolution or annulment occurred. Earnings for these purposes shall be taken to be the total emoluments -

(a) which were paid to the member in consequence of Pensionable Service to which the Fund relates during the year of assessment before the year of assessment in which the marriage was dissolved or annulled, and

(b) from which tax was deducted in accordance with the Income Tax (Employments) Regulations 1993.

“Pension Sharing Order” means any order or provision as is mentioned in s.28(1) of the Welfare Reform and Pensions Act 1999.

Rule 2

Assignment

Rule 30 is amended by the insertion of Rule 30.4, to permit the assignment as therein provided of part or all of the member’s retirement benefits or rights to benefits under the Fund to his/her Ex-spouse to the extent necessary to comply with a Pension Sharing Order, agreement or equivalent provision.

Rule 3

Notwithstanding any other provisions of the Rules, the benefits for a Pension Debit member are additionally subject to the following limits, subject to compliance with Social Security legislation:

(i) The pension shall not exceed the Aggregate Retirement Benefit in Part 1 of the Schedule less the Negative Deferred Pension in this Fund and the Negative Deferred Pension in any Associated Scheme and, furthermore in the case of a Class A member the Negative Deferred Pension in any Connected Scheme.

(ii) The lump sum from this and any Associated Scheme shall not exceed:

(a) for Pension Debit members who are Class A members or Class B members, an amount determined by $2.25 \times$ the initial annual pension payable;

(b) for Pension Debit members who are Class C members, an amount of the greater of:

(I) $2.25 \times$ the initial annual pension payable or,

(II) an amount determined in accordance with Part I of the Schedule as if there had been no Pension Debit, less $2.25 \times$ the Negative Deferred Pension.

For the purposes of this Rule, the initial annual pension should be calculated on the following bases:

(aa) if the pension payable for the year changes, the initial pension payable should be taken;

(bb) it should be assumed that the Pension Debit member will survive for a year;

(cc) the effect of commutation should be ignored.

(iii) On the death of the Pension Debit member, any pension for a Dependant shall not exceed $\frac{2}{3} \times$ an amount determined in accordance with Part 4 of the Schedule as if there had been no Pension Debit, less the Negative Deferred Pension and the Negative Deferred Pension in any Associated Scheme and, furthermore in the case of a Class A member the Negative Deferred Pension in any Connected Scheme. Where more than one pension is to be paid the total of all the pensions cannot exceed 100% of an amount determined in accordance with Part 4 of the Schedule as if there had been no Pension Debit, less the Negative Deferred Pension and the Negative Deferred Pension in any Associated Scheme and, furthermore in the case of a Class A member the Negative Deferred Pension in any Connected Scheme.

Rule 4

The Pension Trustee must give full details of the Pension Debit and a lump sum certificate specifying the maximum permissible lump sum, to the receiving scheme/arrangement where the fund underlying the benefits for a Pension Debit member is transferred to another retirement benefits scheme approved under Chapter I Part XIV of the 1988 Act or a scheme approved under Chapter IV Part XIV of the 1988 Act.

Rule 5

Where the Pension Trustee accepts a transfer payment and is informed by the transferor of the details of a Pension Debit relating to the transfer payment, the Pension Trustee must take account of the Pension Debit, if appropriate, in the calculation of any limit on benefits for that member. If a transfer of the fund underlying the benefits for the member is made to a scheme approved under

Chapter I Part XIV of the 1988 Act or a scheme approved under Chapter IV Part XIV of the 1988

Act, the Pension Trustee must give full details of the Pension Debit to the receiving scheme/arrangement.

Rule 6

If the Ex-spouse dies after a Pension Sharing Order, agreement or equivalent provision is made but before it is acted upon by the Pension Trustee, the following benefits may be paid:

A lump sum death benefit may be paid to any person at the discretion of the Pension Trustee.

The lump sum is limited to 25% of what would have been the cash equivalent of the fund which would have provided the Pension Credit Rights for the Ex-spouse. The balance of the fund may be used to provide a non-commutable pension to a Dependant of the Ex-spouse.

The amount of pension payable to a Dependant is limited to a maximum of 2/3rds of the amount of pension that could have been paid to the Ex-spouse at the date of death if the whole of what would have been the cash equivalent of the fund which would have provided the Pension Credit Rights had been used to purchase an annuity at an available market rate. Where more than one pension is to be paid the total of the pensions cannot exceed the amount of pension that could have been paid to the Ex-spouse.

Such pensions must be payable for life, except that any pension paid to children must cease on the attainment of age 18 or, if later on the cessation of full time education. Such pensions may be fully commuted, however, for a lump sum on the grounds of triviality at the time such a pension becomes payable.

THE SCHEDULE

DEFINITIONS

In this Schedule the following expressions shall have the meanings ascribed to them.

1. Act

shall mean the Income and Corporation Taxes Act 1988 and any statutory amendment

modification or re-enactment thereof.

2. Aggregate Retirement Benefit

shall mean the aggregate of

(i) the Member's pension under The United Reformed Church Ministers' Pension Fund (hereinafter referred to in this Schedule as "the Scheme") and any Associated Scheme and

(ii) the pension equivalent of the Member's Lump Sum Retirement Benefit.

3. Approval

shall mean approval of the Scheme by the Board of Inland Revenue under Chapter 1 Part XIV of the Act.

4. Associated Employer

An employer is associated with another employer if one is controlled by the other or both are controlled by a third party. Control has the meaning in Section 840 of the Act, or in the case of a close company, Section 416 of the Act.

5. Associated Scheme

shall mean any Relevant Scheme providing benefits in respect of Service.

6. Class A Member

shall be any Member who is not a Class B or Class C Member.

7. Class B Member

shall mean any Member

(a) who, on or after 17 March 1987 and before 1 June 1989, joined the Scheme being a scheme which commenced before 14 March 1989, or

(b) who the Board of Inland Revenue have agreed in writing to be a Class B Member by virtue of previous membership of a Relevant Scheme

and, in either case, has not opted to be a Class A Member.

8. Class C Member

shall mean any Member who joined the Scheme before 17 March 1987 or who joined

subsequently and who the Board of Inland Revenue have agreed in writing to be a Class C Member by virtue of previous membership of a Relevant Scheme and, in either case, has not opted to become a Class A Member.

9. Connected Scheme

shall mean any Relevant Scheme which is connected with the Scheme in relation to the Member i.e. if

(a) there is a period during which the Member has been the employee of 2 Associated Employers;

(b) that period counts under both schemes as a period in respect of which benefits are payable; and

(c) the period counts under one scheme for service with one employer and under the other for service with the other employer.

10. Controlling Director

shall mean a Member who, at any time on or after 17 March 1987 and in the last 10 years before the Relevant Date has, in relation to the Employer, been both within the definition of a director in Section 612(1) of the Act and within paragraph (b) of Section 417(5) of that Act.

11. Dependant

has the meaning attributed to it in the rules.

12. Final Remuneration

shall mean the greater of

(a) the highest remuneration upon which tax liability has been determined for any one of the 5 years preceding the Relevant Date being the aggregate of:

(i) the basic pay for the year in question, and

(ii) the yearly average over 3 or more consecutive years ending with the expiry of the corresponding basic pay year, of any Fluctuating Emoluments provided that Fluctuating Emoluments of a year other than the basic pay year may be increased in proportion to the increase in the Index from the last day of that year up to the last day of the basic pay year. Remuneration that is received after the Relevant Date and upon which tax liability has been determined will be treated as a Fluctuating Emolument (providing it was earned or qualified for prior to the

Relevant Date). In these circumstances it may be included provided the yearly average of 3 or more consecutive years begins no later than the commencement of the basic pay year; or

(b) The yearly average of the total emoluments from the employer which are assessable to income tax under Case I or II of Schedule E and upon which tax liability has been determined for any 3 or more consecutive years ending not earlier than 10 years before the Relevant Date. Where such emoluments are received after the Relevant Date but are earned or qualified for prior to that date, they may be included provided that in these circumstances the yearly average of 3 or more consecutive years begins no later than the commencement of the year ending with the Relevant Date.

Provided that-

(i) remuneration and total emoluments do not include any amounts which arise from the acquisition or disposal of shares or any interest in shares or from a right to acquire shares (except where the shares or rights etc which give rise to such an amount liable to tax under Schedule E had been acquired before 17 March 1987) or anything in respect of which tax is chargeable by virtue of Section 148;

(ii) in relation to a Controlling Director, final remuneration shall be the amount ascertained in accordance with (b) and (a) above shall not apply;

(iii) in relation to any employee whose remuneration in any year subsequent to 5 April 1987 used for the purpose of calculating benefits has exceeded £100,000, (or such other figure as may be prescribed by the Treasury), final remuneration shall not exceed the amount ascertained in accordance with (b) above and (a) above shall not apply, unless the individual chooses to adopt £100,000 (or such other figure as may be prescribed by the Treasury):

(iv) for Class A Members final remuneration shall not exceed the Permitted Maximum;

(v) for the purpose of calculating the maximum lump sum retirement benefit of Class B Member final remuneration shall not in any event exceed £100,000 (or such other figure as may be prescribed by the Treasury);

(vi) an employee who remains, or is treated as remaining, in service but by reason of incapacity is in receipt of a much reduced remuneration i.e. under a sick pay or permanent health insurance scheme, for more than 10 years up to the Relevant Date, may calculate the final remuneration under (a) or (b) above with the final remuneration calculated at the

cessation of normal pay and increased in accordance with the Index;

(vii) the total amount of any profit related pay (whether relieved from income tax or not) may be classed as pensionable remuneration and treated as a Fluctuated Emolument;

(viii) an early retirement pension in payment from the Employer may not be included in final remuneration.

13. Fluctuating Emoluments

are any part of an employee's earnings which are not paid on a fixed basis and are additional to the basic wage or salary. They include overtime, commission, bonuses or benefits in kind as long as they are assessable to tax under Case I or 11 Schedule E and profit related pay (see proviso (viii) to definition of Final Remuneration).

14. Incapacity

shall be construed in accordance with Rule 20 of the Scheme.

15. Index

shall mean the Government's Index of Retail Prices.

16. Lump Sum Retirement Benefit

shall mean the total value of all retirement benefits payable in any form other than non-commutable pension under this and any Associated Scheme.

17. Pensionable Service

shall have the meaning ascribed to it by paragraph 3 Schedule 16 Social Security Act 1973.

18. Permitted Maximum

is to be construed as defined in Section 590C(2) of the Act.

U

19. Relevant Date

shall mean the date of retirement, leaving Pensionable Service or death as the case may be.

20. Relevant Scheme

shall mean any other scheme approved or seeking approval under Chapter I Part XIV of the Act and in respect of a Class A Member who is a Controlling Director also any retirement annuity contract or trust scheme approved under Chapter III Part XIV or any personal pension scheme as approved under Chapter IV Part XIV of the Act insofar as it provides benefits secured by contributions in respect of service.

21. Remuneration

in relation to any year shall mean the aggregate of the total emoluments for the year in question from the Employer and which are assessable to Income Tax under Schedule E but excluding any amounts which arise from the acquisition or disposal of shares or any interest in shares or a right to acquire shares or anything in respect of which tax is chargeable by virtue of Section 148 of the Act. Provided that for a Class A Member there shall be disregarded any emoluments in excess of the Permitted Maximum.

22. Retained Death Benefits

shall mean lump sum benefits payable on the Member's death from:

(a) retirement benefits schemes approved or seeking approval under Chapter I Part XIV of the Act or relevant statutory schemes as defined in Section 611A thereof

(b) funds to which Section 608 of the Act applies

(c) retirement benefits schemes which have been accepted by the Inland Revenue as "corresponding" in respect of a claim made on behalf of the Member for the purposes of Section 596(2) of the Act

(d) retirement annuity contracts approved under Chapter III Part XIV of the Act, or

(e) personal pension schemes approved under Chapter IV Part XIV of the Act

(f) transfer payments from overseas schemes held in a type of arrangement defined in (a) (d) and (e) above.

in respect of previous employments or periods of self-employment (whether alone or in partnership). If the Retained Death Benefits do not exceed £2,500 in total they may be ignored.

23. Service

shall mean service with the Employer or an Associated Employer or, except in relation to a Class A Member who is a Controlling Director of either employer, an employer who is associated with the Employer only by virtue of a permanent community of interest.

INLAND REVENUE LIMITS

PART I - TAX RULES

1. Definitions: In this Part I the following words and phrases have the following meanings:

A-Day: 6 April 2006

Authorised Payment: a payment authorised in accordance with section 164 of the Finance Act 2004 (an authorised member payment) or section 175 of that Act (an authorised employer payment).

Finance Act: Finance Act 2004

HMRC: Her Majesty's Revenue and Customs.

Inland Revenue Limits: the limits which in the opinion of the Pension Trustee would have applied to benefits and contributions, if the tax regime in force before A-Day had continued to apply on and after A-Day, in order not to prejudice the Fund's exempt approved status under the tax regime, assuming that HMRC practice (as summarised in the practice note IR12 and in HMRC Updates) and any concessions granted in relation to the Fund by HMRC would have continued on the same basis as applied immediately before A-Day. Inland Revenue Limits are summarised in Part II of this schedule.

Unauthorised Payment: an unauthorised payment as defined in section 160(5) of the Finance Act.

2. Overriding effect: This Part I of the schedule overrides any other provisions of the Trust Deed and Rules of the Fund that are inconsistent with it except clause 9 of the Trust Deed (power of amendment) and any other provision conferring a power to modify the Fund.

3. Registered pension scheme: The Fund is intended to be a registered pension scheme for the purposes of Part 4 of the Finance Act. The Pension Trustee shall not be required to take any action if in its opinion doing so could jeopardise the status of the Fund as a registered pension scheme.

4. Unauthorised Payments: Any provision of the Trust Deed and Rules which would require the Pension Trustee to make an Unauthorised Payment shall be construed as conferring discretion upon the Pension Trustee or managers to make that payment. However, if immediately before A-Day, the consent of the URC, a Participating Body, or any other person, would have been required before the Pension Trustee could make a payment, then the discretion conferred by this paragraph to make a payment of that type may be exercised only with the consent of that person.

5. Pension for life: A pension payable to a member under the Fund must be payable for life and must not reduce in payment, except in circumstances permitted under

paragraph 2(4) of Schedule 28 of the Finance Act 2004.

6. Inland Revenue Limits: If in the opinion of the Pension Trustee a payment otherwise due from the Fund would cause Inland Revenue Limits to be exceeded, it shall be reduced to the extent necessary to prevent it from doing so in the manner decided by the Pension Trustee. Accordingly, benefits shall not unless the Pension Trustee decides otherwise with the consent of the Assembly exceed the Inland Revenue Limits as summarised in Part II of this Schedule. If a combination of payments would cause Inland Revenue Limits to be exceeded, the Trustee shall reduce all or any of them in any manner which they think fit but only to the extent necessary to satisfy the Pension Trustee that Inland Revenue Limits are not exceeded.

7. Approval: Any provision of the Fund that refers to a requirement that Approval must not be jeopardised or prejudiced (whether expressed in those terms or not) or to a requirement that consent or approval must be obtained from the Board of the Inland Revenue as a condition of any payment or action shall be interpreted as follows. The Pension Trustee shall decide whether in its opinion the condition would probably have been met had similar circumstances arisen before A-Day, and if so, the condition will be treated as met. Otherwise, the condition will be treated as not met.

8. Cash sums: The Pension Trustee shall have the power to permit any member or a dependant (including members whose pensionable service ended before A-Day and their dependants) to exchange the whole or part of any benefit otherwise payable under the Fund (including, in the case of the member, benefits payable in respect of his/her dependant) for a lump sum, on terms decided by the Trustee having consulted the Actuary (except to the extent if any) that the Rules provide, separately from this Schedule, for a cash sum to be payable in the circumstances that apply to the member, whether of the same or a different amount, and for a method of determining the terms on which pension is exchanged, in which case the relevant provisions of the Rules shall apply, so long as:

8.1 the cash sum is an Authorised Payment (see in particular Schedule 29 of the Finance Act 2004);

8.2 the exchange is not prohibited by section 91 of the Pensions Act 1995;

8.3 the exchange does not cause a breach of the preservation, revaluation or contracting-out requirements of the Pension Schemes Act 1993.

Subject to paragraphs 8.1 and 8.3, the Pension Trustee may decide to pay benefits as a cash sum without the member's or dependant's consent, if it would have had the power to do so under the Rules as they applied on 5 April 2005 or the pension is attributable in the opinion of the Pension Trustee to qualifying service on or after 6 April 2006.

Any restriction in the Rules on the amount of benefit that may be paid as a cash sum shall be ignored and this provision overrides paragraph 6 (Inland Revenue Limits) and

paragraph 7 (Approval).

9. Members' contributions: The annual rate of Members' contributions may with the consent of the Pension Trustees exceed 15% of Remuneration or any other limit imposed by the provisions of Part II of the Schedule.

INLAND REVENUE LIMITS

PART II

CLASS A MEMBERS

Notwithstanding anything to the contrary in the Scheme provisions

(i) any term used in the Scheme as a measure of the annual earnings of a Class A Member for the purpose of calculating benefits is to be interpreted as though those earnings are no greater than the Permitted Maximum. The benefits so calculated may be augmented up to the maximum limits in (ii) below.

(ii) the benefits payable to a Class A Member or his/her Dependants or other beneficiaries in respect of him/her shall not, when aggregated with all benefits of a like nature provided under all Associated Schemes, exceed the limits set out below:

1. The Member's Aggregate Retirement Benefit shall not exceed:-

(a) on retirement at any time between attaining age 50 and attaining age 75, except before Normal Retirement Date on grounds of Incapacity, a pension of 1/60th of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

(b) on retirement at any time before Normal Retirement Date on grounds of Incapacity a pension of the amount which could have been provided at Normal Retirement Date in accordance with paragraph 1(a) above, Final Remuneration being computed as at the actual date of retirement;

(c) on leaving Pensionable Service before attaining age 75, a pension of 1/60th of Final Remuneration for each year of Service prior to leaving Pensionable Service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed may be increased by 5% for each complete year or if greater, in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the pension begins to be payable. Any further increase necessary to comply with Social Security legislation is also allowable.

(d) Benefits for a Class A Member are further restricted to ensure that his/her total

retirement benefit from this scheme and from any Associated Scheme or Connected Scheme does not exceed a pension of 1/30th of the Permitted Maximum for each year of Service, subject to a maximum of 20/30ths. For the purpose of this limit, Service is the aggregate of Service and any period of Service which gives rise to benefits under a Connected Scheme provided that no period is to be counted more than once.

(e) For the purpose of calculating the Aggregate Retirement Benefit or the total retirement benefit in (a) to (d) above, the pension equivalent of any Lump Sum Retirement Benefit is one twelfth of its total cash value.

2. The Member's Lump Sum Retirement Benefit shall not exceed:-

(a) on retirement at any time between attaining age 50 and attaining age 75, except before Normal Retirement Date on grounds of Incapacity, 3/80ths of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

(b) on retirement at any time before Normal Retirement Date on grounds of Incapacity the amount which could have been provided at Normal Retirement Date in accordance with paragraph 2(a) above; Final Remuneration being computed as at the actual date of retirement;

(c) on leaving Pensionable Service before attaining age 75, a lump sum of 3/80ths of Final Remuneration for each year of Service prior to leaving Pensionable Service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed may be increased in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the benefit is first paid.

3. The lump sum benefit (exclusive of any refund of the Member's own contributions any interest thereon) payable on the death of a Member while in Service or (having left Service with a deferred pension) before the commencement of his/her pension shall not, when aggregated with all like benefits under Associated Schemes, exceed the greater of:-

(a) £5,000, and

(b) four times the annual rate (subject to the Permitted Maximum) of the Member's basic salary or wages at the date of death together with the yearly average of Fluctuating Emoluments received in the 3 years (or the whole period of Service if less) up to the date of death or leaving Pensionable Service.

CLASS B OR C MEMBERS

Notwithstanding anything to the contrary in the Scheme provisions, the benefits payable to a Class B or a Class C Member or to his/her Dependents or other beneficiaries in respect of him/her shall not when aggregated with all benefits of a like nature provided under all Associated Schemes exceed the limits set out below.

1. The Member's Aggregate Retirement Benefit shall not exceed:-

(a) on retirement at or before Normal Retirement Date, a pension of 1/60th of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

(b) on retirement on grounds of Incapacity the amount calculated in accordance with paragraph 1(a) above as if the Member had remained in Service until the Normal Retirement Date, Final Remuneration being computed as at the actual date of retirement;

(c) on retirement after Normal Retirement Date, a pension of the greatest of:-

(i) the amount calculated in accordance with paragraph 1(a) above on the basis that the actual date of retirement was the Member's Normal Retirement Date;

(ii) the amount which could have been provided at Normal Retirement Date in accordance with paragraph 1(a) above increased either actuarially in respect of the period of deferment or in proportion to any increase in the Index during that period, and

(iv) where the Member's total Service has exceeded 40 years, the aggregate of 1/60th of Final Remuneration for each year of Service before Normal Retirement Date

(not exceeding 40 such years) and of a further 1/60th of Final Remuneration for each year of Service after Normal Retirement Date, with an overall maximum of 45 reckonable years;

Final Remuneration being computed in respect of (i) and (iii) above as at the actual date of retirement.

(d) on leaving Pensionable Service before Normal Retirement Date, a pension of 1/60th of Final Remuneration for each year of service prior to leaving Pensionable Service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed may be increased by 5% for each complete year or if greater in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the pension begins to be payable. Any further increase necessary to comply with Social Security legislation is also allowable.

2. The Member's Lump Sum Retirement Benefit shall not exceed:-

(a) on retirement at or before Normal Retirement Date, 3/80ths of Final Remuneration for each year of Service (not exceeding 40 years) or such greater amount as will not prejudice Approval;

(b) on retirement on grounds of Incapacity the amount calculated in accordance with paragraph 2(a) above as if the Member had remained in Service until the Normal Retirement Date. Final Remuneration being computed as at the actual date of retirement;

(c) on retirement after Normal Retirement Date, the greatest of:-

(i) the amount calculated in accordance with paragraph 2(a) above on the basis that the actual date of retirement was the Member's Normal Retirement Date;

(ii) the amount which could have been provided at Normal Retirement Date in accordance with paragraph 2(a) above together with an amount representing interest thereon, and

(iii) where the Member's total Service has exceeded 40 years, the aggregate of 3/80ths of Final Remuneration for each year of Service before Normal Retirement Date (not exceeding 40 such years) and of a further 3/80ths of Final Remuneration for each year of Service after Normal Retirement Date, with an overall maximum of 45 reckonable years;

Final Remuneration being computed in respect of (i) and (ii) above as at the actual date of retirement

(d) on leaving Pensionable Service before Normal Retirement Date, a lump sum of 3/80ths of Final Remuneration for each year of Service prior to leaving Pensionable Service (not exceeding 40 years) or such greater amount as will not prejudice Approval. The amount computed as aforesaid may be increased in proportion to any increase in the Index which has occurred between the date of termination of Pensionable Service and the date on which the benefit is first paid.

3. The lump sum benefit (exclusive of any refund of the Member's own contributions and any interest thereon) payable on the death of a Member while in Service or (having left Service with a deferred pension) before the commencement of his/her pension shall not, when aggregated with all like benefits under Associated Schemes, exceed the greater of:-

(a) £5,000, and

(b) four times the annual rate of the Member's basic salary or wages at the date of death together with the yearly average of Fluctuating Emoluments received in the 3 years (or the whole period of service if less) up to the date of death or leaving Pensionable Service.

4. The preceding provisions of this rule shall be modified in their application to a Member who is a Controlling Director as follows:-

(a) the amount of the maximum Aggregate Retirement Benefit in paragraph 1 and of the maximum Lump Sum Retirement Benefit in paragraph 2 shall be reduced, where necessary for Approval, to take account of any corresponding benefits under retirement annuity contracts or trust schemes approved under Chapter III Part XIV of the Act or under personal pension schemes approved under Chapter IV Part XIV of the Act;

(b) where retirement takes place after Normal Retirement Date but not later than the Member's 70th birthday paragraph 1(c) (ii) and (iii) and paragraph 2(c) (ii) and (iii) shall not apply, and if retirement is later than the attainment of that age, the said paragraphs shall apply as if the Member's 70th birthday had been specified in the rules as his Normal Retirement Date, so as not to treat as Service after Normal Retirement Date any Service before the Member reaches the age of 70.

OTHER CONDITIONS RELATING TO CLASS A MEMBERS

A. Member's Contributions (Contributory Scheme)

(a) Each Member is required to contribute at such a rate as determined by the Employer and notified in writing to the Member. No rate of contribution determined under this sub-rule may be altered before the expiry of a period of 12 months from the date on which the first payment at the current rate became due without the specific agreement of the Board of Inland Revenue.

(b) In addition the Member may make voluntary contributions to the Scheme to secure additional benefits for himself/herself and/or his/her Dependants. Any retirement benefits so secured must be in the form of non-commutable pension except to the extent to which the provisions of the Scheme allow commutation of trivial pensions or on the grounds of serious ill-health.

(c) The contributions paid to the Scheme by a Member in a year of assessment shall not exceed either:-

(i) when aggregated with the Member's contributions to any other exempt approved schemes, 15 per cent of the Member's remuneration, or

(ii) when aggregated with the Member's contributions to any schemes which are Associated or Connected Schemes, 15 per cent of the Permitted Maximum.

B. Continued Life Cover

Any provision in the rules to provide a lump sum benefit on the death of a Member occurring after retirement on pension (other than a payment under a guarantee of pension provisions) shall be restricted in respect of a Member who joined the Scheme on or after 1 October 1991 to exclude any provision other than on death occurring before the Normal Retirement Date and after retirement on grounds of Incapacity. The

amount of the benefit shall not exceed the amount payable had the Member died immediately before retirement increased in proportion to any increase in the Index between the date of the Member's retirement and the date of death.

C. Payment Of Retirement Benefits

1. The payment of a Member's retirement benefits shall not commence earlier than the Member attained age 50, except on retirement on grounds of Incapacity, nor later than attaining age 75.

2. No part of the Member's retirement benefits is to be paid in advance of actual retirement except as necessary to comply with paragraph C1 above or to the extent necessary to comply with the requirements of the Social Security Pensions Act 1975.

OTHER CONDITIONS RELATING TO CLASS B OR C MEMBERS

A. Member's Contributions (Contributory Scheme)

(a) Each Member is required to contribute at such a rate as determined by the Employer and notified in writing to the Member. No rate of contribution determined under this sub-rule may be altered before the expiry of a period of 12 months from the date on which the first payment at the current rate became due without the specific agreement of the Board of Inland Revenue.

(b) In addition the Member may make voluntary contributions to the Scheme to secure additional benefits for himself/herself and/or his/her Dependants. Where such contributions commence on or after 8 April 1987 any retirement benefits so secured must be in the form of non-commutable pension except to the extent to which the provisions of the Scheme allow commutation of trivial pensions or on the grounds of serious ill-health.

(c) The total contributions paid by the Member in a year of assessment to this and any Associated Scheme shall not exceed 15% of his/her Remuneration for that year.

B. Transfers

1. Any retirement benefits arising by virtue of the receipt by the Scheme of a transfer value (other than from another scheme providing benefits in respect of Service) shall not be capable of commutation unless and then only to the extent that a certificate has been obtained from the administrator of the transferring scheme showing the maximum lump sum payable from the transfer value. The amount so certified may be increased in proportion to any increase in the Index since the date the transfer payment was received.

2. When, on or after a transfer having been made to another occupational pension scheme, the Administrator of that Scheme requests such a certificate as is referred to in paragraph B1 above the Administrator shall calculate as at the date of the transfer the

maximum lump sum payable on retirement from the transfer value and certify that amount to the receiving scheme.

OTHER CONDITIONS RELATING TO ALL MEMBERS

1. Dependant's Pensions

Any pension for a Dependant, when aggregated with the pensions, other than those provided by surrender or allocation of the Member's own pension, payable to that Dependant under all Associated Schemes, shall not exceed an amount equal to 2/3rds of the maximum Aggregate Retirement Benefit payable to the Member immediately before death under Part 1 above. Where the death of the Member occurs whilst in service before Normal Retirement Date the maximum is that appropriate had the Member retired on grounds of Incapacity on the date of death and entitled to no retained benefits from previous employments.

2. Increases Of Pensions In Payment

The maximum amount of a pension ascertained in accordance with Part 1 or Part 2 of this rule less any pension which has been commuted for a lump sum or the pension equivalent of any benefits in lump sum form and any pension surrendered to provide a Dependant's pension may be increased by 3% for each complete year or if greater, in proportion to any increase in the Index since the pension commenced.

3. Surplus AVCs

Where the application of the limits in this rule requires the quantum of the Aggregate Retirement Benefit to be restricted and the Member has paid additional voluntary contributions to supplement scheme benefits, that restriction shall first be effected on those supplementary benefits so as to permit the repayment of the surplus additional voluntary contributions subject to Section 599A of the Act.

4. Transfers

(a) The benefits arising on retirement from a transfer value shall not be capable of commutation nor shall they be paid in lump sum form if the transfer is accompanied by a certificate from the administrator of the transferring scheme to the effect that the transfer value is not to be used to provide benefits in lump sum form.

(b) When making a transfer to an approved personal pension scheme the Administrator shall provide a certificate of the maximum lump sum payable on retirement from the transfer value if the transferring member;

(a) was aged 45 or more at the time that the transfer payment was made or

(b) has at any time within the 10 years preceding the date on which the right to the

cash equivalent being transferred arose, been, in respect of any employment to which the transfer payment or any part of it relates, either

(i) a Controlling Director or

(ii) in receipt of annual remuneration in excess of £60,000 or, if greater, the allowable maximum (i.e. the equivalent for pension schemes of the Permitted Maximum) for the year of assessment in which the date of transfer falls or

(c) is entitled to benefits included in the transfer payment which arises from an occupational pension scheme under which the normal retirement age is 45 or less.

DISAPPLICATION

OF THE HM REVENUE & CUSTOMS (HMRC) TRANSITIONAL REGULATIONS

The Trustees resolve, and the United Reformed Church acting in General Assembly agrees, that the rules of the Fund shall be deemed to be, and they are hereby, modified with effect from 6 April 2006:

(i) in a manner which has the same effect as all of the modifications in regulations 3 to 8 of the HMRC Transitional Regulations but without limitation to the transitional period mentioned in those Regulations and subject to the "General Finance Act 2004 amendments" already made to the Fund with effect from 6 April 2006 by Resolution 31 passed by the General Assembly at their meeting of 1 July 2006; and

(ii) so that the HMRC Transitional Regulations no longer apply in relation to the Scheme with effect from 6 April 2006.

"Transitional period" has the meanings given to it in the HMRC Transitional Regulations.