

Dated 14 May 2021

THE CHURCH OF ENGLAND FUNDED PENSIONS SCHEME

Trust Deed and Rules with effect from 14 July 2021

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222

Ref: L-000343

This Trust Deed is made on the 14 May 2021 by the Church of England Pensions Board (the “**Board**”).

Under the Pensions Measure 1997, with effect from 1 January 1998, the Board established a funded scheme for the payment of pensions and lump sums, in respect of pensionable service, to clerks in holy orders, deaconesses and licensed lay workers of the Church of England and their widows and dependants. This scheme is known as the Church of England Funded Pensions Scheme (the “**Scheme**”). The Scheme continues in accordance with section 1(1) of the Church of England Pensions Measure 2018 (the “**Measure**”).

The original trust deed and rules were made on 5 December 1997 and had effect from 1 January 1998. These have been amended from time to time. Clause 2 of the original trust deed says that it and the rules may be amended or replaced from time to time by the Board with the approval (actual or, where permitted by the Measure, deemed) of the General Synod of the Church of England (the “**General Synod**”), and subject to Section 67 of the Pensions Act 1995. The General Synod is due to sit from 9 to 13 July 2021 and will consider this Trust Deed and Rules for approval during that session.

In exercise of its powers under clause 2 of the original trust deed, the Board amends the original trust deed and rules (as amended) by replacing them with this Trust Deed and Rules scheduled to it with effect from 14 July 2021. The Rules set out the nature and amounts of the pensions and lump sums payable under the Scheme, and ancillary matters which have been made by the Board. However, the Rules do not affect the benefits for Members who left Service before 14 July 2021.

Despite the above, this Trust Deed and Rules shall have effect only if approved by the General Synod sitting from 9 to 13 July 2021. If no such approval is given, this Trust Deed and Rules shall have no effect and the original trust deed and rules (as amended) as they stood immediately before the date of this deed will continue to apply.

1 This Trust Deed and the Rules may be amended or replaced from time to time by the Board with the approval (actual or, when permitted by the Measure, deemed) of the General Synod, and subject to Section 67 of the Pensions Act 1995.

2 The Board will maintain a fund to be known as the Church of England Pensions Fund (the “**Fund**”), and shall pay into the Fund:

- (a) all contributions received by the Board under Clause 4 below;
- (b) all other moneys received by the Board for the purposes of the Scheme.

All payments in respect of pensions and lump sum payments arising or to be provided under the Scheme shall be made by the Board out of the Fund.

3 The Board will be the sole trustee of the Fund.

4 The following provisions apply with regard to contributions.

4.1 Under the Measure it is the duty of each Responsible Body to make contributions for the purposes of the Scheme by paying to the Board in respect of each Member for whom the body is responsible such sums as the Board may determine.

4.2 Before making any determination under Clause 4.1 the Board will obtain the advice of an Actuary and the determination will be consistent with that advice.

4.3 The payments mentioned in Clause 4.1 above shall be made at such times as may be prescribed by Measure.

- 4.4 If and to the extent required by the Pensions Act 2004, the Board will consult with the Responsible Bodies in relation to these matters.
- 4.5 In this Clause “**Responsible Body**” is interpreted in accordance with the section 10 of the Measure.
- 5 Further provisions regarding the Fund are contained in the Rules.
- 6 Terms defined in the Rules bear the same meaning in this Trust Deed.

Signed as a deed by

**THE CHURCH OF ENGLAND
PENSIONS BOARD**

acting by:

Signature: 
Peter Dickinson (May 17, 2021 09:59 GMT+1).....

Name: Peter Dickinson

Position: Pensions Manager

Signature: .....

Name: John Ball

Position: Chief Executive

Schedule

Rules of the Church of England Funded Pensions Scheme

1 Meaning of words used

1.1 General definitions

“**Actuary**” means a fellow of the Institute and Faculty of Actuaries, who is not a Church Commissioner or a member of the Board or an employee of the Church Commissioners or of the Board. Except when required otherwise by the Pensions Act 1995, it includes a firm of Actuaries;

“**Bishop**” includes archbishop;

“**Board**” means the Church of England Pensions Board;

“**Church of England Pensions Scheme**” means the scheme of that name which continues to have effect under section 1(1)(b) of the Measure and consisting of the provisions set out in Part 3 of the Measure;

“**Civil Partner**” means a Member’s registered civil partner under the Civil Partnerships Act 2004;

“**Contracting-out Laws**” means the laws as to contracting-out set out in Part III of the Pension Schemes Act 1993;

“**Dependant**” means anyone who is financially dependent on the Member or other person concerned, or was so dependent at the time of that person’s death. This includes anyone who shares living expenses with, or receives financial support from, the Member or other person, and whose standard of living would be affected by the loss of that person’s contribution or support, but for the purposes of paying a pension on the Member’s death does not include any person who is not a dependant as defined in Schedule 28 to the Finance Act 2004. The Board’s decision as to whether someone is another person’s Dependant will be final. However, a person’s spouse, Civil Partner and children (excluding step-children) under the age of 23 will always be Dependants;

“**Disability**” means physical or mental disability which prevents a Member in Service from performing the duties of his or her office or doing any other remunerated work, or which would prevent a Member who has already left Service from doing any remunerated work. The Board’s decision as to whether a Member is suffering from Disability will be final. For this purpose, the Board must consider evidence from a registered medical practitioner and may consider such other evidence as it sees fit;

“**Fund**” means the Church of England Pensions Fund described in Clause 3 of the Trust Deed;

“**Member**” means a person who has joined or been included in the Scheme;

“**National Minimum Stipend**” means such an amount as is determined by the Central Stipends Authority;

“**Past Service**” means pensionable service under the Church of England Pensions Scheme;

“**Pensionable Children**” is defined in Rule 8.5 (children’s pension);

“Pensionable Service” is defined in Rule 1.2 (meaning of “Service” and “Pensionable Service”);

“Preservation Laws” means the laws as to preservation of benefit set out in Chapter I of Part IV of the Pension Schemes Act 1993;

“Responsible Body” is defined in Clause 4.5 of the Trust Deed;

“Retiring Age” means a Member’s 68th birthday;

Note: Before 1 January 2011, Retiring Age was the Member’s 65th birthday. Members retain certain rights to start receiving a pension on leaving Service at or after age 65. See Rule 3.2 (early retirement);

“Revaluation Laws” means the laws as to revaluation of accrued benefits set out in Chapter II of Part IV of the Pension Schemes Act 1993;

“Rules” means these rules scheduled to the Trust Deed.

“Scheme” means the Church of England Funded Pensions Scheme;

“Service” is defined in Rule 1.2 (meaning of “Service” and “Pensionable Service”);

“Transfer Value Laws” means the laws as to transfer values set out in Chapter 1 of Part 4ZA of the Pension Schemes Act 1993; and

“Trust Deed” means the trust deed to which these Rules are attached.

1.2 Meaning of “Service” and “Pensionable Service”

“Pensionable Service” means full-time equivalent Service on or after 1 January 1998 (or on or after joining or being included in the Scheme, if later); and **“full-time equivalent Service”** means:

- (a) full-time Service during which a Member has earned an amount at least equal to the National Minimum Stipend;
- (b) such proportion as the Board considers appropriate of full-time Service during which a Member has earned less than the National Minimum Stipend; and
- (c) such proportion as the Board considers appropriate of a Member’s part-time Service; and

“Service” means service which is:

- (a) rendered under the direction of a diocesan bishop or carried on in furtherance of the spiritual or administrative work of the Church of England and recognised as such by a diocesan bishop; and
- (b) within the provinces of Canterbury (including the Diocese in Europe) and York in connection with a diocese cathedral or parish, or in connection with the collegiate churches of Westminster or Windsor; and
- (c) stipendiary, i.e. remunerated by a payment from:
 - (i) the Church Commissioners’ general fund, including any payment out of that fund by way of a guaranteed annuity under Section 1 of the Endowment and Glebe Measure 1976 or an annual personal grant under section 2 of that measure; or

- (ii) any diocesan fund; or
- (iii) money raised in the parish and given for or allocated to the maintenance of that Member.

Service is not stipendiary if the only payment received by the Member is made to him or her by way of reimbursement or contribution to expenses incurred by the Member, including the cost of maintaining, heating, lighting and cleaning the property in which the Member lives or is entitled to live.

2 Participation in the Scheme

2.1 Automatic entry

A person is eligible for membership of the Scheme if he or she is in Service and is:

- 2.1.1 a bishop, priest, deacon or deaconess of the Church of England;
- 2.1.2 a person who has been admitted by a bishop as a lay worker of the Church of England and who has been authorised by the bishop by licence to serve as such a worker; or
- 2.1.3 a person who has been so admitted and has been so authorised otherwise than by licence if he or she was a member of the Church Workers Pension Fund on 1 December 1988.

A person who is eligible for membership of the Scheme will be included as a Member automatically, unless he or she specifically requests otherwise. If a person chooses not to join the Scheme, the person's Service will not be treated as Pensionable Service.

If a person who has joined or been included in the Scheme later ceases to be eligible for membership, he or she will be treated as having left Service.

2.2 Other entrants

It may happen that a person who would otherwise be eligible to join the Scheme under Rule 2.1 (automatic entry) is in service which is not "Service" as defined in Rule 1.2 (meaning of "Service" and "Pensionable Service").

The Board may enter into a participation agreement with any employer or other body so that:

- 2.2.1 the employer or other body is treated as a Responsible Body; and
- 2.2.2 any person who is in service with that employer, or whose membership of the Scheme is promoted by that body, may be treated as in "Service"; and
- 2.2.3 any such person who is then eligible to join the Scheme under Rule 2.1 (automatic entry) may do so.

A person who is eligible to join the Scheme by virtue of this Rule will not be included as a Member automatically. Instead, they must complete an application in the form required by the Board and obtain the written consent of the employer or other body.

The employer or other body must agree to comply with all the requirements of the Trust Deed and Rules (including the requirement to pay contributions). That agreement may be made subject to termination on three months' notice, or such shorter period of notice as the Board may agree. If an agreement is terminated for any reason, any Members for whom the employer or body concerned is under a duty to make contributions for the purposes of the Scheme will be treated as having left Service.

2.3 Persons who are not eligible for membership

In spite of any other provision of these Rules:

- 2.3.1 an Ineligible Person will not be permitted to join the Scheme; and

2.3.2 a Member who becomes an Ineligible Person after joining the Scheme will cease to be eligible for membership of the Scheme and he or she will be treated as having left Service on ceasing to be eligible for membership of the Scheme.

For this purpose a person is an “**Ineligible Person**” if it would be unlawful or a breach of any applicable statutory obligation for the Board to accept contributions or provide benefits in respect of him or her. Without limitation:

- (a) this includes where a person is a “**qualifying person**” for the purposes of the Occupational Pension Schemes (Cross-border Activities) Regulations 2005 and, if the Board were to accept contributions in respect of the Member, it would be in breach of Section 287 of the Pensions Act 2004 (occupational pension scheme receiving contributions from European employer); and
- (b) this includes where the Scheme has not received any authorisation or permission which would otherwise allow it to receive such contributions, provide benefits or would otherwise mean it is not in breach of obligations as referred to above (and the Board shall not be obliged to seek such authorisation or permission).

2.4 Evidence of health

If a person fails to provide evidence of good health which is satisfactory to the Board, the Board may:

2.4.1 refuse him or her entry to the Scheme under Rule 2.1 or 2.2; or

2.4.2 restrict any benefits payable on his or her death or early retirement.

This Rule only applies where such evidence has been specifically requested.

2.5 Persons who do not join the Scheme at the first opportunity

A person who is eligible for membership of the Scheme who on or after 1 August 2002 does not join the Scheme at the first opportunity may join later only with the specific permission of the Board. The Board will not normally allow the person to join the Scheme within three years of the date on which he or she first became eligible to join. The Board will require the Member to provide evidence of good health and other information, and may restrict any benefits payable on the person’s death or early retirement if the person does not provide evidence of good health satisfactory to the Board or such other information as it may require.

3 Benefits for Members

3.1 Retirement at or after Retiring Age

3.1.1 Basic pension rates

A Member who leaves Service at or after Retiring Age will receive a pension for life at a yearly rate calculated as:

- (a) 1/37 of 2/3 of the National Minimum Stipend in the 12 months ending on the 31 March before the Member leaves Service for each year of Pensionable Service before 1 January 2008 plus an additional proportion for each day before that date;
- (b) 1/40 of 2/3 of the National Minimum Stipend in the 12 months ending on the 31 March before the Member leaves Service for each year of Pensionable Service on or after 1 January 2008 and before 1 January 2011 plus an additional proportion for each day during this period; and
- (c) 2/83 of 1/2 of the National Minimum Stipend in the 12 months ending on the 31 March before the Member leaves Service for each year of Pensionable Service on or after 1 January 2011 plus an additional proportion for each day on or after that date.

The Member will also receive a lump sum equal to three times the Member's Pension or, if less the maximum "pension commencement lump sum" permitted for the purposes of Part 4 of the Finance Act 2004.

However, no benefits will be provided unless the Member has a total of at least three months' Pensionable Service and Past Service, unless the Board decides otherwise.

A Member who stays in Service after reaching age 75 will be treated for all the purposes of the Scheme as having left on reaching that age, unless the Member has held the same office since 31 December 1975.

3.1.2 Other pension rates

If a Member has at any time held any office mentioned in the table, a multiple in accordance with the table will be applied to the Member's pension, calculated as above:

Office held within the Provinces of Canterbury (including the Diocese in Europe) or York	Multiple
Archbishop of Canterbury or York	2
Bishop of London	1.8
Other diocesan bishop	1.5
Suffragan bishop, dean, provost or archdeacon	1.25

In the above table "dean" does not include the office of dean of the cathedral church of the diocese of Sodor and Man.

If the Member has held more than one office mentioned in the table, the highest applicable multiple will apply.

The multiples do not affect any lump sum payable.

3.1.3 Maximum pension

The total pension payable under this Rule 3.1 cannot exceed the lesser of:

- (a) $\frac{2}{3}$ rd of NMS or
- (b) an amount given by the formula:

$$\left(x \times \frac{2}{111} \times \text{NMS}\right) + \left(\frac{y}{60} \times \text{NMS}\right) + \text{the greater of:}$$

- (i) $\frac{\left(1 - \left(\frac{x}{37} + \frac{y}{40}\right)\right)}{2} \times \text{NMS}$ or

- (ii) zero

where:

“x” = full time equivalent service prior to 1 January 2008

“y” = full time equivalent service between 1 January 2008 and 31 December 2010 inclusive

“NMS” = the National Minimum Stipend in the 12 months ending on the 31 March before the Member leaves Service

3.2 Early retirement

A Member who leaves Service after reaching age 55 and before Retiring Age may choose an immediate pension and lump sum on leaving. However, the Member must give at least three months notice of retirement to the Board (and, if his Service is being performed under the direction of a diocesan bishop, to that bishop).

The benefits will be calculated as described in Rule 3.1. However:

- (a) the benefits attributable to Pensionable Service before 1 January 2011 will be reduced to take account of commencement before age 65 and the longer potential period of payment; and
- (b) the benefits attributable to Pensionable Service on or after 1 January 2011 will be reduced to take account of commencement before Retiring Age and the longer potential period of payment.

In each case, the Board will decide the amount of the reduction after obtaining actuarial advice.

The Board must be satisfied that the benefits (including death benefits) for a Member who retires early under this Rule are at least equal in value to the benefits to which the Member would otherwise have become entitled on leaving service.

If the Member is granted Disability benefits under Rule 5.1 (Disability retirement benefits), this Rule will not apply.

4 Early leavers

4.1 Preserved benefits

A Member who leaves Service before Retiring Age with a total of at least three months' Pensionable Service and Past Service and without becoming entitled to immediate benefits will receive a pension and lump sum at Retiring Age.

The benefits will be calculated as described in Rule 3.1, and will be increased up to payment by the percentage required by the Revaluation Laws. The Board will review preserved pensions from time to time, and may grant additional increases to all or any pensions, at its discretion.

A Member with less than three months' Pensionable Service and Past Service will also receive benefits under this Rule if he or she satisfies the preservation requirements (see Rule 4.4).

Note: At the date of these Rules, the Revaluation Laws require increases broadly in line with the rise in the cost of living for complete years (ending on a 31 December) between the Member's leaving Service and Retiring Age. However, these increases are limited to a maximum of 5 per cent a year compound for pension that is attributable to Pensionable Service before 6 April 2009 and 2.5 per cent a year compound for pension that is attributable to Pensionable Service on and after 6 April 2009.

4.2 Preserved benefits paid early

A Member entitled to preserved benefits may choose to receive them before Retiring Age (but not before reaching age 55). If the benefits are paid before Retiring Age:

- (a) the benefits attributable to Pensionable Service before 1 January 2011 will be reduced to take account of commencement before age 65 and the longer potential period of payment; and
- (b) the benefits attributable to Pensionable Service on or after 1 January 2011 will be reduced to take account of commencement before Retiring Age and the longer potential period of payment.

In each case, the Board will decide the amount of the reduction after obtaining actuarial advice.

The Board must be satisfied that the benefits (including death benefits) for a Member who retires early are at least equal in value to the benefits that would otherwise have been provided for the Member under the Scheme.

If the Member is granted Disability benefits under Rule 5 (Disability benefits), this Rule will not apply.

4.3 Right to transfer or buy-out

A Member who leaves Service with preserved benefits at least a year before Retiring Age can require the Board to use the cash equivalent of his or her benefits (including death benefits) to buy one or more annuities, or to acquire rights under another arrangement where this is a "registered transfer" for the purposes of Section 169 of the Finance Act 2004, in accordance with the Transfer Value Laws.

4.4 Preservation requirements

A Member satisfies the preservation requirements if:

- 4.4.1 the Member leaves Service with at least three months' Qualifying Service; or
- 4.4.2 a transfer payment in respect of the Member's rights under a personal pension scheme has been made to the Scheme; or
- 4.4.3 the Member is still entitled to benefits under the Scheme from a previous period of Service.

"Qualifying Service" means continuous Service after joining the Scheme and employment that qualified the Member for retirement benefit under any occupational pension scheme from which a transfer payment has been made in respect of the Member either direct to the Scheme, or to an insurance policy or annuity contract and subsequently to the Scheme. A period between leaving Service and re-joining the Scheme will be ignored (but will not count as Service) when calculating continuous Service for this purpose, if it does not exceed one month or is due to a trade dispute.

5 Disability benefits

5.1 Disability retirement benefits

The Board will grant a Disability pension and lump sum under this Rule if:

- 5.1.1 a Member applies for an early pension on grounds of Disability before leaving Service; and
- 5.1.2 the Board is satisfied that the Member is suffering from Disability which is likely to be permanent.

The pension and lump sum will be calculated as described in Rule 3.1 but Pensionable Service will include an additional amount equal to:

$$\frac{A \times P}{T}$$

where:

“A” is actual completed Service;

“T” is actual completed Service plus the Pensionable Service the Member could have completed if he or she remained in Pensionable Service up to Retiring Age; and

“P” is the period between leaving Service and Retiring Age.

If the Member was in part-time Service or earning less than the National Minimum Stipend immediately before leaving Service, this Pensionable Service will be calculated on the assumption that the Member would have continued in the same Service and earning the same proportion of the National Minimum Stipend until Retiring Age.

The pension will be payable with effect from the day following cessation of Service.

5.2 Preserved benefits payable early on grounds of Disability

The Board will grant a Disability pension and lump sum under this Rule if:

- 5.2.1 a Member entitled to preserved benefits applies to receive them before Retiring Age on grounds of Disability after leaving Service; and
- 5.2.2 the Board is satisfied that the Member is suffering from Disability which is likely to be permanent.

The pension and lump sum will be equal to the Member’s preserved benefits under Rule 4.1, including increases as if the Revaluation Laws applied in respect of the period between the date on which the Member left Service and the date on which the pension and lump sum become payable. If the Board has granted additional increases to the Member’s preserved benefits under Rule 4.1, the benefits under this Rule will also take account of those increases.

The pension and lump sum will become payable on the date on which the application is approved, or such earlier date as the Board may decide.

5.3 Evidence of continued Disability

Until Retiring Age, the Board may from time to time require evidence of the Member’s continued inability to do any regular Service (or other remunerated work). If not satisfied, the Board may suspend or reduce the Member’s pension, for any period or periods before

Retiring Age. If the pension is suspended, it may, at the end of the suspension period, be reinstated either in full or at a reduced rate. However, the Board must be satisfied that the benefits (including death benefits) for a Member who retires under this Rule are at least equal in value to the benefits that would otherwise have been provided for the Member under the Scheme. However, the Board may only exercise these powers in a way which is consistent with the pension being an “authorised member payment” for the purposes of Part 4 of the Finance Act 2004.

6 Additional lump sum

In addition to the lump sum referred to in Rule 3.1, 3.2, 4.1, 5.1 or 5.2 (as appropriate to the Member) (the “**Basic Lump Sum**”), a Member may with the consent of the Board give up pension for an additional lump sum payable when the pension is due to start. If the Member’s pension is big enough, the Member can choose a lump sum and any lump sum provided from the Member’s AVCs) is permitted as a “pension commencement lump sum” under Part 4 of the Finance Act 2004. The Board may impose restrictions on the exercise of this option from time to time.

The Board will convert pension to lump sum on a basis decided by the Board after considering actuarial advice.

Note: If the Member’s Basic Lump Sum is equal to the maximum amount permitted as a “pension commencement lump sum” under Part 4 of the Finance Act 2004, the Member will not be permitted to choose an additional retirement lump sum under this Rule 6.

7 Lump sum payable on Member's death

7.1 Member dies in Service

If a Member dies in Service a lump sum death benefit will be payable as described in Rule 7.4.

If the Member was in full-time Service and earning an amount at least equal to the National Minimum Stipend, the benefit will be equal to three times the National Minimum Stipend in the 12 months ending on the previous 31 March. Otherwise, the benefit will be the same proportion of that amount as the Board has considered appropriate for the purpose of the definition of "full-time equivalent service" in Rule 1.2.

7.2 Member dies within one year after pension starts

If the Member dies within one year after starting to receive a pension, a lump sum death benefit will be paid to the Member's estate.

The benefit will be equal to the pension payments which would have been made during the remainder of the one-year period if the Member had not died.

7.3 Member dies before Retiring Age while receiving a Disability pension under Rule 5.1

If a Member dies before Retiring Age while receiving a Disability pension under Rule 5.1 (Disability retirement benefits), a lump sum death benefit will be payable as described in Rule 7.4.

The benefit will be based on the amount that would have been payable under Rule 7.1 if the Member had died immediately before leaving Service, but based on the National Minimum Stipend in the 12 months ending on the last 31 March before the Member's death (the "**Basic Benefit**").

If the Member dies within 12 months after leaving Service, the benefit will be equal to the Basic Benefit less the Basic Lump Sum paid on retirement and less the payment made to the Member's estate under Rule 7.2.

If the Member dies between 12 months and 36 months after leaving Service the benefit will be equal to:

7.3.1 the Basic Benefit reduced by 1/24 per complete month starting with month 13 after leaving Service; less

7.3.2 the Basic Lump Sum paid on retirement.

If a Member dies before Retiring Age while receiving a Disability pension under Rule 5.2 (preserved benefits payable early on grounds of Disability), no lump sum death benefit will be payable under this Rule.

7.4 Payment of lump sum death benefits

The Board will pay any lump sum death benefit, within two years after being told of the Member's death, to any person or people chosen by the Board in its discretion. If the Board decides to pay the benefit to more than one person, the Board will pay the benefit in such shares as it decides.

The Board may use all or part of the amount payable for a person's benefit, instead of paying it direct to the person concerned.

However, no lump sum death benefit will be paid if the Member dies after reaching age 75.

8 Pensions for spouses, Civil Partners and children

8.1 Pension for spouse or Civil Partner

If a Member dies leaving a surviving spouse or Civil Partner, the spouse or Civil Partner will receive a pension for life, calculated as described below.

Where the marriage took place or the Member formed the Civil Partnership after the Member started to receive a pension and within six months of the Member's death, the spouse or Civil Partner will not be entitled to a pension, unless the Board in its discretion otherwise decides.

The Board may at its discretion discontinue a pension payable to a spouse or Civil Partner (and, if it sees fit, a Pensionable Child as defined below) if the spouse or Civil Partner remarries or forms a civil partnership. If it does so, it may at its discretion resume the pension or pensions concerned.

8.2 Member dies in Service

If the Member dies in Service before Retiring Age, the pension payable to a spouse or Civil Partner will be two-thirds of the Disability pension the Member would have received under Rule 5.1 (Disability retirement pension) if he or she had retired on account of Disability on the day of his or her death.

If the Member dies in Service on or after Retiring Age, the pension payable to a spouse or Civil Partner will be equal to two-thirds of the pension that the Member would have received if he or she had retired on the day of his or her death.

8.3 Member dies after pension starts

If the Member dies after starting to receive a pension, the pension payable to a spouse or Civil Partner will be equal to two thirds of the pension payable to the Member at the date of death or, if the Member gave up the pension for a lump sum on retirement, two thirds of the pension that would have been payable if the Member had not done so.

8.4 Member dies with a preserved pension that has not started

If the Member dies before Retiring Age with a preserved pension that has not started, the pension payable to a spouse or Civil Partner will be two-thirds of the pension the Member would have received under Rule 5.2 (Preserved benefits payable early on grounds of Disability) if he or she had retired on account of Disability on the date of his or her death.

8.5 Children's pension

If the Member dies leaving any Pensionable Children, a children's pension will be payable.

"Pensionable Children" are (i) the Member's children, (ii) children legally adopted by the Member, (iii) the Member's step children and (iv) any children of the Member's Civil Partner (provided, in the case of (iii) and (iv) above, that they are financially dependent on the Member at the date of the Member's death). These children remain Pensionable Children for so long as they are under age 18. If a child is over 18, but is still in full-time education approved by the Board, the child will continue to be a Pensionable Child until full-time education ceases or until the child's 23rd birthday, whichever is earlier.

It may be that a child:

- (a) is a Pensionable Child at the date of the Member's death and ceases to be one by reason of ceasing to be in full time education or training approved by the Board but subsequently re-enters full time education or training approved by the Board before reaching age 23; or
- (b) is not a Pensionable Child at the date of the Member's death but subsequently enters full time education or training approved by the Board before reaching age 23.

If so, the Board may (but need not) treat the child as a Pensionable Child from the date when he or she enters or re-enters full time education or training approved by the Board. The child will then be a Pensionable Child until the earlier of reaching age 23 or ceasing to be in full time education or training approved by the Board.

The children's pension will be based on the number of Pensionable Children from time to time, and the Member's pension by reference to which a pension for the Member's spouse or Civil Partner would be calculated as described in Rule 8.2, 8.3 or 8.4 (as appropriate).

If a pension is payable to the Member's spouse or Civil Partner and there is one Pensionable Child, the children's pension will be equal to one-sixth of the relevant Member's pension. If there are two or more Pensionable Children, the children's pension will be equal to one-third of the relevant Member's pension.

If no pension is payable to the Member's spouse or Civil Partner and there are three Pensionable Children or fewer, the children's pension will be equal to one-third of the relevant Member's pension for each Pensionable Child. If there are more than three Pensionable Children, the children's pension will be equal to the relevant Member's pension.

The children's pension will be divided equally between the Pensionable Children.

9 Broken Service

9.1 Periods of Pensionable Service aggregated

When a Member has different periods of Pensionable Service, they will be aggregated for the purpose of calculating the Member's benefits (subject to 9.2 below), unless the benefit from the earlier period has been extinguished by a transfer payment or buy-out. If the benefit from any period has been extinguished by a transfer payment or buy-out, the period will still count towards the maximum period of Pensionable Service in respect of which the Scheme will provide benefits.

When the interval between two periods of Service is less than three months (or any greater period that the Board allows in exceptional circumstances), the break between them will also count as Pensionable Service. If the Service before and after the break counted differently for the purpose of calculating Pensionable Service, the break will count as part of that period of Service which would be more beneficial to the Member.

9.2 Return from retirement

If a Member in receipt of a pension from the Scheme returns to Service, the Board may suspend or reduce the pension as it sees fit.

If the Board suspend or reduce the pension, then, on the Member's second retirement, the Member will receive benefits of such amount as the Board sees fit having regard to the Member's total Pensionable Service.

If the Board does not suspend or reduce the pension, the Service after retirement will not count towards pension.

However, the Board may only exercise its powers under this Rule to the extent that is consistent with the pension being an "authorised member payment" for the purposes of the Finance Act 2005.

10 Family leave

In this Rule 10, the references to maternity, paternity and adoption leave, and to parental and shared parental leave, mean the same as in the Employment Rights Act 1996.

Ordinary family leave

A Member will be treated as still in Service during any period of ordinary maternity, paternity or adoption leave.

The Member's benefits for these periods will be calculated as if the Member had worked normally and received the normal pay for doing so.

Additional paid family leave

Members will also be treated as still in Service during any other period for which they receive pay from their Responsible Body and which, for the purposes of Schedule 5 to the Social Security Act 1989 (equal treatment for men and women), is a period of maternity leave, adoption leave, paternity leave or shared parental leave, or absence from work for other family reasons.

In the case of paid maternity, paternity, adoption and shared parental leave, the Member's benefits will be calculated as if he or she had worked normally and received the normal pay for doing so.

In the case of any other period of paid family leave, the Member's benefits will be based on the pay received, unless the Board and the Responsible Body agree other terms that are no less favourable to the Member.

Additional unpaid family leave

The Board and the Responsible Body may agree to treat a Member as still in Service, for some or all purposes of the Scheme, during any period of unpaid additional maternity, paternity, adoption leave, shared (or other) parental leave. If this is agreed, the Board and the Responsible Body will also agree terms to apply to the Member's benefits for the period.

If a Member is not treated as still in Service during any period of unpaid leave, the Member will be treated as having left Service except that:

- 10.1.1** if the Member dies during a period of unpaid family leave, a lump sum benefit will only be paid under Rule 7 (lump sum payable on Member's death) as if the Member had died in Service if the Responsible Body and the Board agree (and will be calculated as they agree); and
- 10.1.2** if the Member returns to work at the end of the period, the Member's Pensionable Service before being treated as having left Service and after returning to work will be treated as continuous (but excluding the break).

11 Opting out

A Member may at any time opt out of the Scheme by giving one month's notice to the Responsible Body and the Board. The Member will be treated as having left Service on the day the notice expires except that no pension or lump sum will be paid to the Member before the Member actually leaves Service (or reaches age 75, if earlier).

Service during which a person has opted-out of the Scheme does not count as Pensionable Service.

A Member who opts out of the Scheme on or after 1 August 2002 may re-join only with the specific permission of the Board. The Board will not normally allow the Member to re-join within three years of opting out. The Board will require the member to provide evidence of good health and other information, and may restrict any benefits payable on the Member's death or early retirement if the Member does not provide evidence of good health satisfactory to the Board or such other information as it may require.

12 General Rules about pensions

12.1 Payment of pensions

Pensions are payable in arrears by equal monthly instalments except that the Board may pay small pensions less often.

12.2 Guaranteed pension increases

Any part of a pension in payment that is attributable to Pensionable Service on or after 1 January 2008 will increase in each year by the lower of:

12.2.1 the percentage increase in the retail prices index during a reference period decided by the Board (the "**RPI increase**"); and

12.2.2 3.5 per cent.

Any part of a pension in payment that is attributable to Pensionable Service before 1 January 2008 will increase in each year by the lower of:

12.2.3 the RPI increase; and

12.2.4 5 per cent.

Pensions will increase on a date decided by the Board. The interval between increases will not exceed 12 months. If an interval is less than 12 months, the increase will not exceed the percentage for the reference period which corresponds to the relevant percentage specified above.

Increases under this Rule do not apply to any pension or part of a pension which is derived from voluntary contributions or provided under Rule 15.4 (discretionary benefits) or 16.1 (transfers from other schemes). These pensions will increase in accordance with the terms on which they were granted.

12.3 Discretionary pension increases

The Board will review pensions in payment from time to time, and may grant additional increases to all or any pensions, at its discretion.

13 General Rules about benefits

13.1 Applications to the Board

An application for benefit must be made in such manner as the Board decides.

13.2 Deduction of tax

The Board may deduct from any payment under the Scheme any tax for which the Board may be liable in respect of it.

The Board may reduce any benefit in respect of which a lifetime allowance charge or annual allowance charge arises, so as fully to reflect the amount of tax payable in respect of it under Section 215 of the Finance Act 2004 (amount of charge). The Board will decide the amount of the reduction after considering advice from an Actuary, and its decision will be final.

13.3 Loss of right to benefits

Benefits under the Scheme are subject to restrictions imposed by Sections 91 to 93 of the Pensions Act 1995 (assignment and forfeiture, etc.). These restrictions are intended generally to ensure that benefits are paid only to the person entitled under these Rules, rather than to any other person. The restrictions prevent benefits from being assigned, commuted, surrendered, charged, or forfeited, except in specified circumstances.

However, there are exceptions to these restrictions. Where the exceptions allow:

13.3.1 a Responsible Body may require the Board to reduce or forfeit a person's benefits if the person owes money to the Responsible Body and the debt arises out of a criminal or fraudulent act or omission. If this happens, the Board will pay the Responsible Body an amount equal to the debt or, if less, the value of the person's benefits.

13.3.2 the Board may reduce or forfeit a person's benefits if the person owes money to the Scheme;

13.3.3 the Board may forfeit any benefits that are payable in respect of a Member to a person who is convicted of the Member's murder or manslaughter, or any other offence of which unlawful killing of the Member is an element (including aiding, abetting, counselling or procuring the Member's death); and

13.3.4 a benefit will cease to be payable if the person entitled to it under these Rules tries to assign or charge it. If this happens, the Board may (but need not) pay an equivalent or smaller discretionary benefit to, or for the benefits of, one or more of:

- (i) the person who was entitled to the original benefit;
- (ii) that person's spouse, Civil Partner or Dependents.

If the Board decides to pay a discretionary benefit to more than one person, the Board will pay it in such shares as it decides and may deduct any expenses incurred in paying the benefit.

13.3.5 a benefit will cease to be payable if the person entitled to it does not claim it within six years of the date on which it becomes due.

The Board may also reduce or forfeit a person's benefits in any other circumstances that the exceptions allow other than where the person owes money to the Responsible Body and the debt arises out of a negligent act or omission.

13.4 Beneficiary who is incapable

If the Board considers that a person cannot look after his or her affairs (because of illness, mental disorder, age or otherwise) they may use any amounts due to that person for his or her benefit or may pay them to some other person to do so. The Board may make, for the person concerned, any choice which that person has under the Scheme. The Board may also treat any application made on behalf of that person as made by that person.

The Board may pay all or part of a benefit to a person who is aged 16 or over. The receipt of that person is a complete discharge for the amount paid and the Board will have no further responsibility in relation to the payment.

13.5 Tax status of the Scheme

The Scheme is a “registered pension scheme” for the purposes of Part 4 of the Finance Act 2004. If (without this Rule) the Board would be required to make a payment under the Scheme that would be “unauthorised” by virtue of Section 160 of that Act (payments by registered pension schemes), the payment will be treated as discretionary and will not be made unless the Board agree otherwise (which it need not do).

Before 6 April 2006, the Scheme was approved under Chapter 1 of Part 14 of the Income and Corporation Taxes Act 1988 (retirement benefit schemes). As a condition of this approval, the Scheme was subject to various requirements including limits on the benefits and contributions that could be paid. The details of these limits are contained in previous legislation, and in IR12(2001) “Practice Notes on the Approval of Occupational Pension Schemes”.

In spite of the changes made by the Finance Act 2004, the limits that previously applied to the amount and form of benefits under the Scheme continue to apply in respect of Members who started to receive a pension before 6 April 2006, but not otherwise.

13.6 Contracting-out

Prior to 1 January 2011, the Scheme was a salary related contracted-out scheme. With effect from 1 January 2011, the Scheme ceases to be a salary related contracted-out scheme.

The Board will operate the Scheme in accordance with the Contracting-out Laws applicable to a former salary related contracted-out scheme. These Rules will be treated as including Rules to same effect as any rule that must be included for the Scheme to be contracted-out in relation to a Member’s Service prior to 1 January 2011.

This Rule overrides all other provisions of the Scheme, except those that are in accordance with the Pension Schemes Act 1993.

13.7 Payment before grant of representation

It may be that a sum of less than £5,000 is payable to a person’s personal representatives but no grant of representation has been made to the person’s estate. If so, the Board may pay the amount to the person’s widow, widower, surviving civil partner or statutory next of kin instead of to the person’s personal representatives.

14 Pension sharing on divorce, etc.

14.1 Compliance with pension sharing orders

It may be that an order or other provision under Section 28(1) of the Welfare Reform and Pensions Act 1999 or equivalent Northern Ireland laws (activation of pension sharing) requires all or part of a Member's benefits to be transferred to the Member's former spouse or Civil Partner. If this happens, the Board will discharge its liability to the former spouse or Civil Partner in respect of pension sharing costs, as allowed by the Act.

14.2 Benefits under the Scheme

If the Board provides pension credit benefits for the former spouse or Civil Partner under the Scheme, these benefits will be provided separately from any other benefits to which the former spouse or Civil Partner may be entitled under the Scheme.

14.3 Death of former spouse or Civil Partner before a transfer payment is made

It may be that the Board intends to discharge its liability to the former spouse or Civil Partner by making a transfer payment to another pension arrangement, but the former spouse or Civil Partner dies before the payment is made. If this happens, the Board may (but need not) use the intended transfer payment to provide benefits in respect of the former spouse or Civil Partner in any of the ways allowed by the Welfare Reform and Pensions Act 1999. Any part of the intended transfer payment that is not used in this way will be retained by the Board as part of the Scheme's general assets.

15 Additional and Discretionary benefits

15.1 Voluntary contributions by Members

Members are not required to contribute to the Scheme. However, the Board may (but need not) allow a Member in Service to pay voluntary contributions (“**AVCs**”) to the Scheme. If the Board allows a Member to pay AVCs, it may impose any conditions it thinks reasonable (including as to amounts that can be paid, the time at which payments can be paid, and the method of payment).

Each Member’s AVCs will be used to provide insured or money purchase benefits for, or in respect of, the Member. These benefits will be additional to the other benefits described in these Rules. The Member and the Board will agree the form of these benefits, or the Board will decide their form if they cannot be agreed. However, unless the Board agrees otherwise any pension must be secured with an annuity contract (and the Member must be given an opportunity to select the insurance company).

It may be that, before 6 April 2006, the conditions for tax approval of the Scheme would not have allowed the Member to take a retirement lump sum from the proceeds of his or her AVCs. If so, the Board may now allow the Member to take up to 25 per cent of the proceeds as a lump sum, and may allow the Member to take a larger sum provided that the total lump sum payable under the Scheme, including the lump sum under Rule 3 does not exceed the maximum “pension commencement lump sum” permitted for the purposes of the Finance Act 2004.

15.2 Lump sums instead of small pensions

It may be that the value of a person’s benefits under the Scheme (including any death benefits) does not exceed £2,000 or is otherwise so small that the Board could pay a trivial commutation lump sum or a trivial commutation lump sum death benefit instead of those benefits. If so, the person may choose a lump sum instead of those benefits, or the Board may decide in any event to pay a lump sum instead of those benefits. However, the Board may pay the lump sum only if the lump sum would be authorised for the purposes of Part 4 of the Finance Act 2004 and allowed by the Contracting-out Laws.

The Board will calculate the lump sum on a basis certified as reasonable by an Actuary.

15.3 Serious ill-health lump sums

It may be that the Board receives evidence from a registered medical practitioner that a Member is expected to live for less than one year. If this happens before the Member starts to receive benefits from the Scheme, and if the Contracting-out Laws allow, the Board may allow the Member to give up all of his or her benefits under the Scheme in return for a lump sum. However, this will be allowed only if payment of a “serious ill-health lump sum” is permitted under Part 4 of the Finance Act 2004.

The Board will calculate the lump sum on a basis certified as reasonable by an Actuary.

15.4 Discretionary Benefits

If the relevant Responsible Body (if any) agrees and pays any additional contribution that the Board considers appropriate (after taking actuarial advice), the Board may provide:

15.4.1 increased or additional benefits for or in respect of any Member or Members;

15.4.2 benefits for or in respect of any Member or Members different, or on different terms (including as to time of payment), from those set out elsewhere in the Rules; or

15.4.3 benefits on any terms for any other person for whom the relevant Responsible Body wishes to provide benefits.

Any benefits provided under this Rule will be consistent with the Contracting-out, Preservation, Revaluation and Transfer Value Laws and will be authorised for the purposes of Part 4 of the Finance Act 2004 unless the Board and the relevant Responsible Body agree otherwise.

15.5 The Reorganisation Schemes (Compensation) Rules 2011

This Rule applies when calculating benefits for Members under Rule 4 (early leavers) in circumstances where The Reorganisation Scheme (Compensation) Rules 2011 apply. Benefits will be calculated as described in Rule 4, however Pensionable Service will be increased to the extent necessary to comply with Rule 15 (Pensions) of The Reorganisation Scheme (Compensation) Rules 2011. The relevant Responsible Body will pay any additional contribution that the Board considers appropriate (after taking actuarial advice) to provide any increase to Pensionable Service as described in this Rule.

16 Transfers and buy-outs

16.1 Transfers from other schemes

The Board may accept a transfer of assets or surrender value in respect of any person from another pension scheme or other arrangement. The Board will provide such benefits in respect of the person concerned as they decide are appropriate after considering actuarial advice. The benefits must comply with the Contracting-out, Preservation, Revaluation and Transfer Value Laws.

16.2 Transfers to other pension schemes and arrangements

Instead of providing benefits under the Scheme in respect of any person, the Board may transfer assets to another occupational pension scheme or to a personal pension scheme so that benefits will be provided under the other scheme in respect of the person concerned. The Board may (but need not) agree to make a payment in respect of part only of a person's benefits under the Scheme.

The transfer must comply with the Contracting-out and Preservation Laws. It must also be a "recognised transfer" under Section 169 of the Finance Act 2004 (recognised transfers).

16.3 Securing benefits with insurance policies and annuity contracts

If the Board has bought an insurance policy or annuity contract to secure all or part of a person's benefits under the Board it may transfer the policy or contract into the person's name at any time. If the Board does this, the person will cease to be entitled to those benefits under the Scheme.

Any transfer under this Rule must comply with the Contracting-out and Preservation Laws.

17 Members who left Service before 14 July 2021

The benefits for Members who left Service before 14 July 2021 will be calculated as described in the provisions of the Scheme in force previously from time to time. The benefits will, however, be paid as described in these Rules, and the Trust Deed. Rules 7.4 (payment of lump sum death benefits), 12 to 16 and 18 to 19 of these Rules will apply in place of any corresponding previous provisions of the Scheme. In particular, Rule 13.5 (tax status of the Scheme) will apply so that, if the Board would otherwise be required to make a payment that would be “unauthorised” by virtue of Section 160 of the Finance Act 2004, the payment will be treated as discretionary and will not be made unless Board agrees otherwise (which it need not do).

However, the provisions of these Rules will apply to:

- (a) payment of pensions to Civil Partners on any death of a Member on or after 5 December 2005; and
- (b) a child who:
 - (i) is a Pensionable Child at the date of the Member’s death and ceases to be one by reason of ceasing to be in full time education or training approved by the Board but subsequently re-enters full time education or training approved by the Board before reaching age 23; or
 - (ii) is not a Pensionable Child at the date of the Member’s death but subsequently enters full time education or training approved by the Board before reaching 23.

18 Assets of the Scheme

18.1 Contributions

Each Responsible Body participating in the Scheme must contribute to the Scheme as required under the Trust Deed and under the Pensions Acts 1995 and 2004.

18.2 Assets held on trust

The Board will hold all the contributions and other assets which it receives and the property representing them and all the income on trust for the purposes of the Scheme.

18.3 Investment of assets

For the purposes of the Scheme, the Board may, in any part of the world, alone or together with others:

- 18.3.1 acquire and dispose of any property (tangible or intangible, movable or immovable), whether or not it produces income;
- 18.3.2 enter into any contract or incur any obligation;
- 18.3.3 lend or borrow money or other property for any purpose (including acquiring assets);
- 18.3.4 grant any mortgage or charge over or give any right of recourse against any or all of the assets in the Fund;
- 18.3.5 form and finance any company;
- 18.3.6 carry on and finance any business;
- 18.3.7 insure assets in the Fund for any amount against any risk;
- 18.3.8 keep assets in nominee names; and
- 18.3.9 exercise their powers under Section 34(1) of the Pensions Act 1995 (power of investment and delegation) to make an investment of any other kind as if they were absolutely entitled to the assets in the Fund.

The Board will exercise these powers in accordance with Sections 36 and 40 of that Act (choosing investments and restriction on employer-related investments).

18.4 Participation in common investment funds

If the Board decides to pool assets with other occupational pension schemes in common investment funds, the Board may exercise its powers under Rule 19.1 (delegation) to delegate investment funds to the trustee or administrator of the common investment fund. The functions that may be delegated include:

- 18.4.1 the Board's powers under Rule 18.3;
- 18.4.2 any discretion to make any decision about investments;
- 18.4.3 the power to delegate investment functions on behalf of the Board to a fund manager in accordance with Section 34 of the Pensions Act 1995 (power of investment and delegation);

18.4.4 the duty to be satisfied that the fund manager has appropriate knowledge and experience and is carrying out his or her work competently and in accordance with Section 36 of the Pensions Act 1995 (choosing investments); and

18.4.5 the power to appoint any professional advisers under Section 47 of the Pensions Act 1995 (professional advisers).

18.5 Scheme expenses and trustee liabilities

The Board may pay the expenses of the Scheme and the Fund (including its own expenses incurred in attending to Scheme or Fund business) from the Fund. This includes all expenses and liabilities incurred by a trustee or a former trustee through acting as a trustee of the Scheme. However, no amount may be paid from the Fund for the purpose of reimbursing the Board in respect of a fine or penalty of a kind mentioned in Section 256 of the Pensions Act 2004 (no indemnification for fines or civil penalties).

18.6 Accounts and actuarial valuations

The Board will prepare accounts of the Scheme and have them audited.

The Board will obtain actuarial valuations of the Scheme and the Fund at intervals of not more than three years, and (if so required by the Pensions Act 2005) an actuarial report for any year in which they do not obtain a valuation. The valuations and reports must comply with any requirements of Section 224 of the Pensions Act 2004 (actuarial valuations and reports).

18.7 Surplus assets

It may be that an actuarial valuation of the Scheme shows that the value of the Fund exceeds the value of the Scheme's liabilities. If this happens, the Board may, after satisfying the requirements of Section 37 of the Pensions Act 1995, pay all or part of the surplus (less tax) to the Responsible Bodies, in such proportions as the Board directs.

19 The Board

19.1 Delegation

The Board may delegate powers, duties or discretions to any person and on any terms (including terms that allow the delegate to sub-delegate).

19.2 Limit of liability

The Board will not be liable for any negligence, default, breach of duty or breach of trust other than wilful wrongdoing.

Note: This Rule is subject to Section 33 of the Pensions Act 1995 (investment powers: duty of care). Section 33 limits the extent to which liability for breach of any obligation to take care or exercise skill in the performance of any investment functions can be excluded or restricted.

19.3 Indemnity

The Responsible Bodies will jointly and severally indemnify each member of the Board against any expenses and liabilities which are incurred through acting in relation to the Scheme but which cannot, for any reason, be met from the Fund. But this does not apply to expenses and liabilities which are incurred through wilful wrongdoing or covered by insurance under Rule 19.4 (insurance).

19.4 Insurance

The Board may insure the Scheme and the Fund against any loss caused by the Board. The Board may also insure itself (and its members) against liability for negligence, default, breach of duty or breach of trust not involving wilful wrongdoing. The premiums may be paid from the Fund unless the insurance covers fines or penalties of a kind mentioned in Section 256 of the Pensions Act 2004 (no indemnification for fines or civil penalties).

If the Board is insured, it will waive the protection of Rule 19.2 (limit on liability).

20 Governing law

English law governs the Fund and the Scheme and their administration.

21 Employer Debt Laws

The Board may enter into any arrangement that it thinks fit to modify any amount that might otherwise be treated as a debt due from a Responsible Body or other person under Section 75 of the Pensions Act 1995 (deficiencies in the assets) (the “**Employer Debt Laws**”).

The Board may enter into an arrangement under this Rule before, on or after the time as at which the debt would otherwise have been calculated and certified. However, the arrangement must comply with the Employer Debt Laws and the Board must comply with those Laws when entering into the arrangement.

The provisions of this Rule 20 take effect on the later of:

- (a) the date when it is approved in accordance with the requirements of the Scheme applicable to Rule amendments; and
- (b) such other date as is designated for this purpose by the Board.

For the avoidance of doubt, the Board may act under this Rule even where the event giving rise to a debt arose before this date (as well as on or after that date), where this is permitted under the Employer Debt Laws.









CEFPS Rules 2021

Final Audit Report

2021-05-17

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