

Dated 24<sup>th</sup> July 2018

**ATB Fire Safety Executive Pension** (the 'Scheme'): Appointment of Administrator Agreement

Parties

1. Adrian Burns of 4 Parc Castell-Y-Mynach, Creigiau, Cardiff, CF15 9NU ("The Trustee")
2. Adrian Burns of 4 Parc Castell-Y-Mynach, Creigiau, Cardiff, CF15 9NU ("The Administrator")

Introduction

The General Trustees are the present trustees of the Scheme (the 'Trustees').

All of the General Trustees are resident in the United Kingdom.

The Scheme is governed by a Trust Deed and Rules dated 24<sup>th</sup> July 2018

Operative Provisions

1. Part 9 of the Scheme Rules states that:
  - The Scheme Administrator shall be the person or persons who were the scheme administrator for the purposes of the Act immediately before the Rules took effect. If the Rules took effect on the establishment of the Scheme, the Scheme Administrator shall be such of the Trustees as meet the criteria in section 270(2).
  - The Trustees may at any time appoint as Scheme Administrator any person meeting the criteria in section 270(2) in place of or in addition to any other person, and may vary or revoke any such appointment.
  - The Trustees shall provide, and shall exercise their powers under the Rules to procure, such documents, records and other information and assistance as the Scheme Administrator may reasonably request in connection with the functions conferred or imposed on it by and under the Act.
2. The Trustees wish to appoint a Scheme Administrator and the Administrator in this agreement consents to that appointment for the purposes of Part 4 of the Finance Act 2004.
3. The Administrator and General Trustees declare that the Scheme meets all the criteria to be registered as a pension scheme under Finance Act 2004 and in particular, is established for the purpose of providing benefits in respect of persons listed at section 150 Finance Act 2004.
4. The Administrator further declares that:

- A. To the best of my knowledge and belief, the information given in our application to register the pension scheme for the purposes of tax relief is correct and complete and I understand that I am responsible for providing any further information and declarations reasonably required by HMRC in order to consider the application.
- B. The instruments or agreements by which this pension scheme is constituted do not directly or indirectly entitle any person to unauthorised payments. In addition the way in which the pension scheme is to be administered will not knowingly entitle any person to unauthorised payments.
- C. I understand that as Scheme Administrator I am responsible for discharging the functions conferred or imposed on the Scheme Administrator of the pension scheme by Finance Act 2004, and I intend to discharge those functions at all times, whether resident in the United Kingdom or another EU member state or non-member EEA state. I understand that I may be liable to a penalty and the pension scheme may be de-registered if I fail properly to discharge those functions.
- D. does have sufficient working knowledge of the pensions and pensions tax legislation to be fully aware and capable of assuming the duties and liabilities of the scheme administration
- E. I understand that I may be liable to a penalty and the pension scheme may be de-registered if a false statement is made on this application, or in any information I provide in connection with this application, and that false statements may also lead to prosecution.

## 5. General Provisions

- A. The parties to this Agreement will at all times maintain the confidentiality of all information acquired in consequence of it, except for information which they are bound to disclose under compulsion of law or regulatory authority or requested by their professional advisers
- B. Any notice or other communication given by The Supplier to the Trustees shall for the purposes of this Agreement be deemed to be given to all.
- C. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this Deed are intended to authenticate this Deed and shall have the same force and effect as manual signatures.
- D. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as

physical delivery of the paper document bearing an original or electronic signature.

E. The provisions of this appointment have effect on and from its date.

Signed:

**Adrian Burns**

Signed for and on behalf of the Scheme Administrator

Signed:

**Adrian Burns**