

Pension trust mandate

(the "Mandate")



To: Bank of Scotland plc (the "Bank")

We,

PAUL CHARLES NEWSHAM and GILLIAN TEFORD

(the "Individual Trustee(s)")

and, where applicable,

N/A

(the "Corporate Trustee(s)")

(together the "Trustees") of the

HAINES WATTS (PRESTON) LIMITED SSAS

(the "Scheme")

confirm to the Bank our agreement to the Terms and Conditions set out in Section 3, that the following has been agreed by us in our capacity as Trustees of the Scheme and the Bank should act in accordance with the following until the receipt by the Bank of notice to the contrary signed in accordance with paragraph 5 of Section 1:

SECTION 1

- 1 We request that a banking relationship between us (in our capacity as Trustees of the Scheme) and the Bank be established.
- 2
- 2.1 We instruct the Bank to pay, honour and debit to any account(s) (whether in credit or overdrawn or becoming overdrawn in consequence of such debit) all cheques, drafts, payment instructions or requests or any other orders or receipts for money made, or purporting to be made, on behalf of the Scheme, provided they are signed or accepted or issued either (i) in writing signed in accordance with paragraph 4.1 of Section 1 or (ii) by electronic or other mechanical means in accordance with all relevant instructions which have been provided to the Bank by the Trustees (in their capacity as trustees of the Scheme).
- 2.2 In relation to the accounts in the name of the Scheme referred to in paragraph 2.1 above, we instruct the Bank:
 - (a) To accept and act in accordance with paragraph 4.2 of Section 1 to transfer funds between any account(s) in the name of the Scheme and to debit or credit such account(s) as is necessary to comply with such request or order.
 - (b) To act in accordance with paragraph 4.3 of Section 1 to withdraw or deal with any securities, documents or other property which the Bank may from time to time hold on the Scheme's or on the Trustees' (in their capacity as trustees of the Scheme) behalf whether for safe custody or otherwise.
 - (c) To accept for the credit of any of such account(s) any remittances tendered to the Bank in the name of the Scheme or in the name of the Trustees in respect of or on behalf of the Scheme or in the name of a Corporate Trustee in respect of or on behalf of the Scheme.
 - (d) To accept and act in accordance with paragraph 4.4 of Section 1 to approve and execute any agreement relating to the account(s) of the Scheme with the Bank for the provision of banking services by electronic or similar means such as those available but not limited to those electronic and on-line banking products and services available on www.lloydsbankcorporatemarkets.com/Products-and-Services.
- 2.3 We instruct the Bank to accept and act upon the signature of any two directors (or a director and company secretary) of a Corporate Trustee to confirm those persons from time to time authorised to sign on behalf of that Corporate Trustee, without any requirement for the Bank to obtain the confirmation, agreement or otherwise of any other Trustee or party.
- 3 All persons authorised to sign on behalf of the Scheme must be listed by name or designated e.g. "Any Individual Trustee" or "Any/The Corporate Trustee". It is often useful to specify different levels of signing power by the use of Panel A and Panel B signatories. By way of example, all of the Corporate Trustee signatories could be Panel A signatories and all of the Individual Trustee signatories could be Panel B signatories and instruction 2.2(a) above could require that payments below a certain amount are signed by any two Panel A signatories and a Panel B signatory but payments below that amount require any two Panel A signatories, or whatever combination is considered appropriate.

There is no obligation to make use of different levels of signing authority, and, if opting not to do so, insert all of the persons authorised to sign on behalf of the Scheme in Panel A and rule a line across the Panel B box. If you have any requirements that are not addressed by the space and combinations available please contact your Relationship Manager.

DO NOT SIGN HERE - PLEASE SIGN AT SECTION 2 (AND ALSO AT PARAGRAPH 4 OF SECTION 4 IF YOU ARE ALSO AN AUTHORISED SIGNATORY OF A CORPORATE TRUSTEE)

Panel A: Please rule a line across all spaces left blank.

Full name

Position held

PAUL CHARLES NEWSHAM

Trustee

GILLIAN TEFORD

Trustee

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Panel B: Please rule a line across all spaces left blank.

Full name

Position held

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

4 In terms of the instructions set out in paragraph 2 of Section 1, such instructions may be given to the Bank as follows:

4.1 Instructions given in accordance with paragraph 2.1

Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)

Monetary limitation (if any)

ALL TRUSTEES.

4.2 Instructions given in accordance with paragraph 2.2 (a)

Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)

Monetary limitation (if any)

ALL TRUSTEES

4.3 Instructions given in accordance with paragraph 2.2 (b)

Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)

Monetary limitation (if any)

4.4 Instructions given in accordance with paragraph 2.2 (d)

Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)

Monetary limitation (if any)

5 We instruct the Bank that any notice to the Bank that it should no longer act in accordance with the terms of this Mandate in whole or in part as provided for on page 1 should be signed as follows:

Signing combination (e.g. "Any one/two or all Trustees" or a combination of Panel A and Panel B signatories)

Monetary limitation (if any)

SECTION 2

All of the Individual Trustees and each Corporate Trustee (if applicable), are required to sign Section 2, in the case of any Corporate Trustee in accordance with resolution 1 of the Corporate Trustee in Section 4 and in doing so agree, accept and confirm their agreement (in their capacity as trustees of the Scheme) to the terms of this Mandate.

We, the Trustees, confirm that:

- (i) the following signatures under the heading "Trustees" are in the case of the Individual Trustees, those of the Individual Trustees and in the case of any Corporate Trustee are those of the appropriate Authorised Signatory/ies in accordance with resolution 1 in Section 4 of such Corporate Trustee;
- (ii) together the Individual Trustees and Corporate Trustee or Trustees who have signed below are all the validly appointed trustees of the Scheme and are those persons authorised to sign this Mandate;
- (iii) the Trustees and the Authorised Signatory/ies who signed on behalf of any Corporate Trustee are entitled to sign on behalf of the Scheme in accordance with this Mandate;
- (iv) the following signatures under the heading "Other Authorised Persons" are those of the persons authorised to sign on behalf of the Scheme in accordance with this Mandate who are Authorised Signatories of any Corporate Trustee in accordance with resolution 2 in Section 4 and who did not sign on behalf of the Corporate Trustee under the heading "Trustees" or who are otherwise not Trustees;
- (v) all such signatures are genuine signatures of such persons; and
- (vi) all such signatures operate as specimen signatures of each of such persons.

To be completed by:

- All Trustees; and
- Anyone authorised to sign on behalf of a Corporate Trustee (if applicable); and
- Any scheme administrator or scheme practitioner or fund manager (if applicable)

Trustees

Corporate Trustee

Signed

Date

Name N/A

Signed

Date

Name N/A

Individual Trustees

Signed

Date

Name PAUL CHARLES NEWSHAM

Signed

Date

Name N/A

Signed

Date

Name N/A

Signed

Date

Name GILLIAN TEFORD

Other Authorised Persons - Scheme Administrator/Practitioner/Fund Manager

NOTE: Only complete if the Trustees has appointed such a person. (Confirmation of appointment is to be provided from the scheme.)

Full name of scheme administrator/practitioner or fund manager

N/A

Where a scheme administrator/practitioner or fund manager is a company, a resolution will be required to authorise individuals to act on the account(s).

Signed

Date

Name N/A

Other Authorised Persons

Signed

Date

Name N/A

Signed

Date

Name N/A

Signed

Date

Name N/A

Signed

Date

Name N/A

Signed

Date

Name N/A

Please contact us if you'd like this in Braille, large print or on audio tape.

SECTION 3

Terms and Conditions

- 1 The Bank and the Trustees (in their capacity as trustees of the Scheme) agree that the following terms and conditions are the Terms and Conditions and, subject to the Terms and Conditions, apply to the accounts to which the Mandate applies.
- 2 None of the Terms and Conditions will affect the terms and conditions of the Scheme's existing accounts held with the Bank or any services provided to the Scheme by the Bank. In the event there is any conflict between the Terms and Conditions and any terms and conditions applying to such existing accounts and services, the other terms and conditions will apply to the exclusion of the Terms and Conditions.
- 3 The Bank undertakes to the Trustees that it will exercise reasonable care and skill when acting in accordance with the instructions of the Trustees referred to in the Mandate.
- 4 The Trustees acknowledge that if cheques are completed by printed, electronic or other mechanical means, such cheques may be easier to alter fraudulently or replicate than hand-written cheques. Any liability incurred by the Bank in respect of any such cheque will be dealt with in accordance with paragraph 6 of Section 3.
- 5 To the extent that any account(s) in the name of the Scheme (or any accounts replacing or substituting those existing accounts) are overdrawn or become overdrawn following the Bank acting in accordance with the instructions set out in the Mandate, the Trustees agree that they will be jointly and severally liable for the repayment (with interest) of any such overdrawn sum and of any money advanced on any loan account save that: (i) such liability shall only be in respect of account(s) in the name of the Scheme and no other account(s) in any other name; and (ii) the liability of each and any Corporate Trustee shall be limited to the value of the assets of the Scheme but without prejudice to the joint and several liability of the other Trustees.
- 6 The Bank shall not be liable for and the Trustees shall indemnify the Bank in respect of all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank arising out of or in connection with any cheques and payment instructions given in pursuance of the terms of the Mandate, unless it should have been readily apparent to a reasonable banker processing such cheques, payment or other instructions in the ordinary course of business that (where applicable) the signature or facsimile was not the signature or facsimile authorised by the Trustees or that any cheque or payment or other instructions had been altered or falsified in any way.
- 7 The Trustees will examine bank statements, confirmations and communications within a reasonable time after receiving them, and will promptly advise the Bank of any apparent mistake or discrepancy.
- 8 Where the Trustees specify monetary limitations in the Mandate they shall be designated in sterling.
- 9 Subject to the provisions on liability in any particular terms and conditions for any service with the Bank, the Trustees agree that they shall be liable to the Bank for all sums that become due to the Bank in connection with this Mandate. Furthermore, the Trustees agree to indemnify the Bank in respect of all or any actions, proceedings, losses, costs, claims, damages, charges or expenses that may be raised against or incurred by the Bank as a consequence of acting on any instructions given to the Bank in accordance with the Mandate, except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party.
- 10 The Bank will not be liable for any loss of profits, loss of goodwill, depletion of goodwill or similar losses, loss of anticipated savings, loss of or corruption of data or information or any indirect or consequential loss, costs, damages, charges or expenses or any form of special damages arising from the operation of the Scheme's account(s) whether or not such liability was foreseeable and whether or not the Bank has been advised of the possibility of such loss being incurred.
- 11 The Bank's total liability in contract, tort/delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the account(s) or any performance or contemplated performance of the terms of the Mandate shall be limited to the monetary amount of the relevant transaction in relation to the account(s) in respect of which the Bank has incurred a liability hereunder.
- 12 Nothing in the terms of the Mandate limits or excludes the liability of the Bank for fraud or fraudulent misrepresentation by the Bank or its employees or agents or the liability of the Bank for death or personal injury caused by the negligence of the Bank or its employees or agents.
- 13 The Bank shall have no liability or be deemed to be in breach of any obligations to the Trustees or to the Scheme for any failure or delay in the performance of any instructions given in accordance with the Mandate arising from events or circumstances beyond its reasonable control, including but not limited to fire, flood, act of God or other catastrophe, strikes, lock outs or other industrial dispute, failure of any utility service, any form of war, hostilities, terrorist activity, compliance with any law or governmental rule, regulation or direction or default of suppliers or subcontractors. The Bank will endeavour to mitigate the effects of any failure or delay so far as is reasonably practicable and will give the Trustees (in their capacity as trustees of the Scheme) details of the event or circumstance and any other information which it considers to be relevant as soon as reasonably practicable.
- 14 If the Trustees, in their capacity as trustees of the Scheme, enter into a separate agreement with the Bank in respect of the supply by the Bank of specific services to the Scheme and (i) if signatories and/or users of such services are properly authorised in respect of the Scheme by the Trustees, or some of them, in accordance with the Scheme's Trust Deed (or other relevant constitutional documents) constitution of scheme and (ii) the Bank is directed to act on the instructions of such properly authorised signatories and/or users of such services then nothing in the Mandate will affect the validity of those authorisations and, in relation to such services (including those which relate to the operation of the Scheme's account(s) which are the subject of the Mandate), the specific authorisations and instructions will take priority over the instructions set out in the Mandate.
- 15 The Trustees in their capacity as trustees of the Scheme agree that the Bank may:
 - (i) request confirmation of the identity of any of the Trustees in their capacity as trustees of the Scheme or of the status of the Scheme from another bank, if required, and
 - (ii) suspend operations on any accounts held with and/or services provided by the Bank until satisfactory confirmation has been supplied.
- 16 The Payment Services Regulations 2009 (SI 2009/209), as may be amended or superseded from time to time, shall apply to the agreement between the Trustees and the Bank in relation to the accounts of the Scheme to which this Mandate applies but only insofar as they are provided for in the terms and conditions applying to such accounts and all other provisions contained in the said regulations are excluded to the fullest extent permitted by law.
- 17 No term of the Mandate is intended to be for the benefit of any third party and the Bank and the Trustees (in their capacity as trustees of the Scheme) do not intend that any term of the Mandate or any transaction carried out under it shall confer any benefit on or be enforceable by any party other than the Bank or the Trustees in respect of the Scheme.
- 18 Some telephone calls may be monitored or recorded in case the Bank needs to check that it has carried out the Trustee's instructions correctly and to help improve the Bank's quality of service.
- 19 The Trustees shall furnish the Bank with a copy of the Scheme's trust deed or information relating to the Scheme's trust deed (or any other constitutional documents) on request by the Bank.

- 20** The Trustees shall notify the Bank promptly in writing on the resignation of any Trustee or on the appointment of any new Trustee to the Scheme. The Bank must be satisfied with its identification and other checks in relation to any new Trustee and receive an appropriate notice from the Trustees in accordance with this Mandate before it is required to accept instructions which include the signature or other involvement of that Trustee. On the resignation of any Trustee, the remaining Trustees shall supply the Bank on request with evidence of the resignation and the continuation of the trust constituting the Scheme. If the Bank does so request and is not satisfied with such evidence it may suspend operation of any accounts held with and/or other services provided by the Bank until it receives evidence satisfactory to it.
- 21** If any Corporate Trustee is incorporated outside the United Kingdom, references in the Resolution to director(s) and the secretary shall be taken to refer to the equivalent officers of that company according to the law applicable in the place of the Corporate Trustee's incorporation.
- 22** All notices to be given by the Bank to the Trustees in their capacity as Trustees of the Scheme will be given by the Bank at the correspondence address given to the Bank in the Application Form completed by the Trustees at the time of first opening an account of the Bank (or as advised to the Bank from time to time). Once a notice is delivered to that address, the notice shall be deemed to have been served on all the Trustees.
- 23** The Mandate and any dispute or claim arising out of or in connection with its subject matter (including any non-contractual disputes or claims) is governed by and construed according to the law specified in the terms and conditions applying to the relevant account of the Scheme and the Trustees, in their capacity as trustees of the Scheme, submit to the exclusive jurisdiction of the courts of the relevant jurisdiction.

SECTION 4

ONLY TO BE COMPLETED WHERE THERE IS A CORPORATE TRUSTEE

If there is more than one Corporate Trustee, this Section must be photocopied and completed for each Corporate Trustee.

Corporate Trustee Resolutions

At a meeting of the Directors of

N/A

(the "Company")

Company Registration Number:

Held at

On (date)

the following Resolutions were passed;

- 1 That any **one/two/all*** of the duly authorised persons of the Company set out below (the "**Authorised Signatories**") be and is/are" hereby authorised to sign on behalf of the Company the mandate (the "**Mandate**") in which a copy of these resolutions is incorporated for the operation of any future accounts opened with Bank of Scotland plc (the "**Bank**") in the name of

(the "**Scheme**")

of which the Company (in its capacity as a corporate trustee) and [insert name of individual trustees and any additional Corporate Trustees]

are acting as trustees (together the "**Trustees**").

- 2 That when the Company signs as a Trustee on behalf of the Scheme to authorise any instruction made pursuant to the Mandate, any **one/two/all*** the Authorised Signatories must sign on behalf of the Company.
- 3 That the Bank be furnished with a list of the names of Directors, Secretary and other officers of the Company and, if requested by the Bank, a copy of its Memorandum and Articles of Association and be from time to time informed by notice in writing under the hand of any Director or the Secretary of any changes which may take place therein and may be entitled to act on any such notices of change therein until the receipt of further notice under the hand of any one of the Directors or the Secretary.
- 4 We further resolve that the signatures appearing below are those of the Authorised Signatories, that such signatures are genuine signatures of such persons and that such signatures operate as specimen signatures of such persons.

Authorised signatories of the Pension Trust (the "Authorised Signatories")

Name (in full)

Signature

Job title

Date

Please use a separate sheet if required.

SECTION 5

THE CORPORATE TRUSTEE'S CERTIFICATION

ONLY TO BE COMPLETED WHERE THERE IS A CORPORATE TRUSTEE

We certify that the foregoing Resolutions have been duly entered in the Minute Book of the Company and that they are in accordance with Articles of Association of the Company. We confirm that we have seen, and hereby approve the terms of, the Mandate. We acknowledge that these Resolutions will remain in force until an amending resolution shall be passed by the Company and a copy thereof, certified by any Director or the Secretary, shall have been received by the Bank.

Name of Director/Secretary *

Name of Director/Secretary *

N/A

N/A

Signature of Director/Secretary *

Signature of Director/Secretary *

Date

Date

* delete as appropriate