

## Appointment of a Practitioner

### Background

- a) Pension Practitioner is a trade name owned and operated by The Practitioners Partnership, a limited partnership registered in Gibraltar under number 159 whose registered address is situate at World Trade Center, 6 Bayside Road, 1<sup>st</sup> Floor – Unit 1.02, Gibraltar GX11 1AA. Pension Practitioner is also a registered scheme practitioner.
- b) This Terms of Business sets out the general terms and conditions that apply; how we perform these practitioner services and our charges.
- c) We shall conduct our relationship with you at all times in accordance with these terms of business. We are not regulated to provide investment or investment related services that are covered by the Financial Conduct Authority or the Financial Services Commission. We also do not provide mortgages and non- investment insurance.
- d) We shall be entitled to any fees under these terms of business once you have consented to them, subject to the rights you have to cancel the agreement.
- e) In these Terms of Business references “we” “us” and “our” shall mean the provider of this service.
- f) References to “you” and “your” means you as the Trustee(s) and Beneficiaries and/or Registered Administrator of the Scheme who will be the recipient of this service.

### 1. Remuneration

- a) We receive our remuneration from fees, which we charge to you for provision of the services provided in the fee menu and this agreement. Our fee for the set up of a scheme, or takeover of another pension scheme, is payable in advance. The administration fee is invoiced in advance for the year, and is collected quarterly by direct debit or annually in advance, with your consent. The first collection date will arise within 7 calendar days following the tax registration of the scheme, or in the case of a scheme takeover, within 7 calendar days following provision of the scheme’s takeover report. Thereafter, it is collected on the first working day of each subsequent quarter by direct debit.
- b) Where you instruct us to undertake work for you which does not form part of the practitioner services set out in non core services, we will charge you for those services once they are completed in our opinion. You have 14 calendar days to pay for any and all additional work which does not form part of the core service. If you do not pay within 14 calendar days we reserve the right to charge you interest at a reasonable rate from the 14th date that the invoice remains outstanding until the date that the payment is received as cleared funds.
- c) In the event that we are unable to collect by direct debit, we will re-attempt to collect payment 7 calendar days following the first collection attempt. If we are unable to collect that subsequent payment you will be liable for the annual administration fee for the year. We also reserve the right not to perform any services for you until payment has been received, together with the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- d) Where you or we terminate our services and you have paid for the annual administration fee of your scheme for the year and/or additional services set out in the fee menu, you shall be entitled to a refund of your fees, less the costs we have incurred to the date of the termination of the services agreement. No interest will be added to the refund. Where you terminate our services, you will not be entitled to any refund if the invoice arising from the services for which you have been invoiced remains outstanding after 14

calendar days. By signing this agreement you agree to pay us for our services in accordance with that set out in these terms of business.

- e) You may request that the invoice(s) is made to and paid by the Sponsoring Employer of the scheme, however this does not, transfer, alter or diminish any terms or liability you have in connection with this agreement. You are signing this agreement and shall be subject to the terms applying both in your capacity as a trustee and in a personal capacity; jointly and severally with any other parties to this agreement.
2. Where you undertake a transaction which gives rise to an unauthorised payments charge on the administrator or member or employer, we reserve the right to terminate our services with you with immediate effect.

### 3. Termination

- a) We or you may terminate this agreement, on giving 30 calendar days notice to the other party in writing.
- b) Notice of termination by you must be given in writing to our registered address. The agreement will terminate 30 days upon our receipt of such notice. Proof of posting will not constitute proof of delivery.
- c) Notice of termination by us must be given in writing to you and we will send such notice by post to your last known address.
- d) Termination of the agreement is without prejudice to the completion of any services initiated prior to receipt of such notice.
- e) The terms of business have a minimum period of one year but no maximum period during which they must remain applicable.

### 4. Communicating

All postal correspondence will be sent to you via the Royal Mail. We will not be responsible for loss of any correspondence that may arise from any error or failure of the postal system. First class mail will normally be used, save for documents of title which will be sent by recorded delivery.

### 5. Compensation

If you make a valid claim against us in respect of the services we provide we will make settlement in accordance with our professional indemnity insurance policy where we provide a practitioner only service. Where we are appointed through a connected registered scheme administrator, compensation shall exclusively fall within the terms of the administration agreement.

### 6. Data Protection Act

We are registered as a Data Controller under the data protection act 1994 and we will conform to the EEA requirements of the General Data Protection Regulation.

### 7. Legal documents

We do not provide custodian services and therefore do not hold title on your behalf..

### 8. Your money and investments

We do not handle client money under any circumstances. We are not co-owner or a signatory to any investments of any nature, including but not limited to loans, borrowings, stock and share purchases/sales, securities, financial futures and options, certificates of deposit, currency, metals, land and property of any nature.

We are not liable for any tax penalties, losses, omissions and errors you undertake in the investment of your funds, including but not limited to investments in stocks, shares, land, property, any employer or employee or connected party investments of any nature.

We do not provide financial and/or investment advice. You are recommended to speak with a

## 9. Law

The law governing this agreement is the law of England and Wales.

## 10. Instructions

We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions. We can refuse your instructions at our discretion.

## 11. Variation of the agreement

We may vary the terms of this agreement by writing to you at your last known address giving 30 calendar days notice to those changes. Proof of delivery to this address will constitute proof of notice being served. These terms of business represent our understanding of the law and our terms of business as at 5 April 2017; they are valid from that date.

## 12. Complaints Procedure

We always aim to provide an excellent service, if for any reason we have failed please put your complaint in writing to:

The Practitioners Partnership LP  
48 Chorley New Road  
Bolton  
BL1 4AP

We will respond to you within five working days of receiving that complaint and will commence an investigation. We will advise you of our progress and aim to complete our investigation within 30 calendar days of the complaint being received.

## Contracts (Rights of Third Parties) Act 1999

Save in respect of death or personal injury, you will look only to us (and not to any individual engaged or employed by us including but without limitation to any partners or consultants or contractors) for redress if you consider that there has been any breach of these terms of business or any variation thereof which you agree should be confirmed in writing, or in relation to any cause of action arising out of any service that we provide to you. You also agree not to pursue any claims in contract, tort or for breach of statutory duty (including but not limited to negligence) against any individuals working for us in carrying out our obligation under these terms of business or in relation to any service we provide to you at any time, whether the individual is named expressly in any correspondence we send to you or not. You acknowledge that such individuals (including but without limitation to directors, employees and consultants) are entitled to enforce this term pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Scope of our services

- a) We provide practitioner services to trustees and administrators of small self-administered schemes in order that they may perform their functions as trustees.
- b) Our guidance is based on information provided to us by HMRC, The Pensions Regulator and other bodies. You must satisfy yourself that the information we provide to you is correct and you accept that we have no liability where in good faith there are any omissions, errors, inconsistencies in respect of the information we provide to you.

**Non Core services** which are not covered by our standard administration charge:

1. Deal with medical underwriting for death in service benefits
2. Administration of pension transfers in/out
3. Pension sharing orders and court correspondence
4. Pensioner payroll services

5. Provision of loan documents and preference shares agreements
6. In-specie pension contributions of assets (property)
7. Property and land purchase
8. Scheme and contribution overfunding
9. Trustee meetings
10. Dealing with solicitors in respect of property conveyancing on behalf of the trustees
11. VAT registration and returns
12. Scheme Wind Ups
13. Scheme takeovers from other firms
14. Deed of Removals/Appointments/Amendments

We do undertake the following:

#### Core Services

1. Hold data and comply with the requirements of the Data Protection Act.
2. Prepare and submit data for the General Levy.
3. Monitor and ensure compliance with our service standards.
4. As agreed with the trustees, issue information to members of the scheme and other persons in accordance with regulatory requirements.
5. Monitor date of receipt of contributions.
6. Advise trustees of late / non payment of contributions and report to trustees, if applicable.
7. Maintain nominal ledgers including reconciliation of investment and control accounts.
8. Prepare data for annual report and accounts.
9. Arrange completion and signing of scheme annual report and accounts.
10. Prepare and submit accounting for tax returns to HMRC
11. Operate as Authorised Practitioner to submit HMRC reports and returns
12. Check contributions being deducted.
13. Issue documents as required
14. On receipt of payment, set up record and confirm additional benefits to member
15. On request issue benefit illustrations
16. On receipt of notification of early leaver request all information for processing case (e.g. remaining lifetime allowance (LTA))
17. Calculate member's benefits, write to member with details of options
18. Process member's option decision and update member record
19. On receipt of member's written authority, calculate transfer value and pass all relevant information to receiving arrangement
20. On receipt of all necessary documents, arrange for administrator/trustee to pay transfer values (CETV).
21. On notification of member's death, request information to calculate benefits
22. Set up payment of dependants' pensions
23. Review payment of children's pensions in accordance with scheme and HMRC rules
24. Obtain evidence of eligibility for ill health pension in accordance with Rules and Trustees' instructions
25. On receipt of member option form, completed LTA form, bank and other required member details.
26. On request provide scheme literature to those who have a right to receive it, including
  - Scheme booklet
  - Expression of Wish form
  - Copy of Trust Deed and Rules
  - Summary annual report
  - Annual report and accounts
  - Copy of investment holdings
27. Request information from payrolls for data update if annual renewal
28. Load data to system and maintain computerised record

Telephone: 0800 634 4862 Fax: 020 8711 2522 Email: info@pensionpractitioner.com www.pensionpractitioner.com

29. Provide data to insurers for scheme death in service benefits
30. Amend individual member record on written notification of change of details
31. Prepare benefit statements showing scheme benefits for all active members and deferred members where legally required
32. Receive contributions and data extracts monthly.
33. Forward contributions for investment and advise investment managers of the required fund splits via the trustees.
34. Update member records with contributions paid (split by type) and units purchased across fund.
35. Reconcile each transaction processed on the database with the relevant investment managers contract note.
36. Run regular reconciliation process against each fund, reporting discrepancies to the Trustees as appropriate.
37. Produce and distribute annual benefit statements for deferred and active members, reflecting transactions that have occurred over the scheme year, including fund values and a projection of benefits in line with government guidelines.
38. On receipt of notification of early leaver request all information for processing case.
39. Update member record and record employer surplus units/cash to the scheme's reserve/non allocated account.
40. For members who are retiring, on receipt of the necessary documentation: pay out any pension commencement lump sum and, if an annuity is required, pass all relevant information to the Scheme's (or Member's) selected annuity broking advisor via trustees
41. Set up flexible access drawdown and advise trustees of interaction with the lifetime allowance
42. Arrange rental review of property holdings for connected party transactions
43. Calculate and monitor loan interest and capital payments
44. Monitor and notify to trustees of changes to the lifetime allowance and impact on member benefits.

By signing this agreement you confirm that you have read the terms of business and agree to be bound by these terms of business.

Signed:

Signed:

Date: