

PRIVATE & CONFIDENTIAL

Mr R Bremner
10 Mina Avenue
Langley
Berkshire
SL3 7BY

Date: 12 December 2011

Dear Russell,

TAKEOVER OF ADMINISTRATION SERVICES

I enclose the documentation for takeover administration services from JLT.

Documentation

1. Please find enclosed a takeover fact sheet. This sets out how we will takeover the administration of the scheme from JLT.
2. To remove JLT as trustee of the pension scheme, you are required to have signed a deed of removal. This has been drafted against the rules provided. Please sign this with Lindy and have your signatures witnessed independently. The deed will need to be returned to me.

Whilst the takeover form provided advises that there are 2 member trustees, only two appear on the deeds and as such we have prepared this deed of removal on the basis that the deed provided is the governing deed for the scheme.

3. Investment Authority – please insert the name of each investment and bank provider, then sign and return to me the enclosed authority, this will allow us to correspond directly with the current providers to ensure that JLT are removed from any authority. Please also let us know of any land and property held by the pension scheme.
4. Terms of Business – This sets out how we operate, what you can expect of us plus the cost of our services. I confirm that the cost for the administration of a two persons scheme amounts to £258.75 p.a. plus vat which is collected by direct debit quarterly in advance following the takeover of the scheme. Our cost for the takeover of the scheme amounts to £600 plus vat. We do **not** operate on a time chargeable basis and this covers the cost for the full administration of the scheme, advice and guidance. It also includes all tax returns, PAYE, reporting and scheme governance.

5. **Direct Debit Mandate** – This needs to be completed and returned to us with the other scheme documents. Only the administration fee is collected by direct debit and this will be collected following the completion of the takeover report to you.
6. **Deed of Appointment of Practitioner** – the attached Deed appoints us to act on your behalf under Deed; this allows us to deal with all matters on the Administrator's behalf. You will continue to be the registered administrator of the scheme on this occasion.
7. **Termination of services** – JLT need to be notified of the termination of administration services and by signing and returning this letter to us we will ensure that this is forwarded to them.

We are registered with HMRC as a Company Services Provider. As such we are required to know and identify those trustees with whom we undertake services for. We will therefore obtain from Stephen a copy of the identities for each member.

We will require the takeover fee to be paid in advance and when returning the documentation you will need to enclose a cheque for £600 plus vat to cover the takeover of the scheme made payable to Pension Practitioner .Com Limited. We will invoice the Company once the takeover has been completed.

Finally, we takeover a lot of pension schemes from JLT, and therefore you should expect a timescale of 3-4 weeks for us to conclude this with them based on **their current turnaround**. We will give you updates throughout and seek to minimise their activity to make this as simple as possible for you. I am aware that we also need to rectify the loan issue and avoid a scheme tax charge – provided that JLT has not already filed the scheme returns, we will ensure that based on the information provided by Paresh this does not arise.

Finally, we are the UK's fastest growing SSAS administration firm; since launch in 2007 we now administer hundreds of pension schemes for small businesses and work with your advisor in helping you get value for money and good governance. We have been voted SSAS Provider of 2011 by Compare the Pension and shortlisted by Money Facts in our first year of entry as SSAS Provider of the year also. We will ensure that your objectives are met and will give you a fast turnaround to your requirements of us.

If you have any queries regarding this please feel free to get in touch.

Kind regards

Yours sincerely,

Gavin McCloskey

For Pension Practitioner .Com

TAKEOVER PROCESS FACT SHEET

Step 1

A meeting or conference call is arranged with the Financial Advisor to review the scheme and the requirements of the trustees.

Following that meeting, the trustees provide an instruction to Pension Practitioner .Com to provide SSAS services to the Trustees.

The Trustees also provide to Pension Practitioner .Com a copy of the trust deed with scheme supporting documents.

Stage 2

Pension Practitioner .Com drafts a deed of removal and authority letter to each investment provider and bank account provider for signing by the trustees.

Pension Practitioner .Com sends the Deed of Removal to the outgoing trustee, and on receipt back of that document files the changes to and where appropriate:

- HMRC
- The Pensions Regulator
- Investment providers
- Bank account providers
- Land Registry

Stage 3

Pension Practitioner provides a report and undertakes a review of the scheme to the trustees which summarises the changes that have been made.

Stage 4

Going forward the Trustees enjoy the following:

- ✓ *All assets remain solely in the names of the member trustees*
- ✓ *The trustees have on-line access to the scheme via Pension Schemes Online*
- ✓ *New scheme investments do not require either our or a third party consent*
- ✓ *The scheme processes are simplified*
- ✓ *The Trustees can view on line the work we carry out on their behalf*

At the end of the scheme year, we provide a report of the work that we have undertaken over the previous scheme year, plus member benefit statements detailing each member's entitlement from the scheme and benefits payable. A trustee meeting can also be arranged if required.

Tel: 0800 634 4862

Fax: 020 8711 2522

Email: info@pensionpractitioner.com

Deed of Removal of Trustee
PROJECT FRAMING LTD SSAS FUND

Date of Deed :

1. PROJECT FRAMING LIMITED (Company Number 2730976) whose registered office is at 112 Power Road Chiswick London W4 5PN (in this Deed called the Principal Employer)
2. LINDY DIANE BREMNER and RUSSELL BREMNER both of 10 Mina Avenue, Langley, Berkshire, SL3 7BY (in this Deed called the Continuing Trustees)

Recitals

- (A) Project Framing Ltd SSAS Fund (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and Rules dated 20 June 2000 (in this Deed called the 'Existing Provisions')
- (B) The Outgoing Trustee is NPI Trustee Services Limited (Company No: 1895689) whose registered office is situated at National Provident House, 55 Calverley Road, Tunbridge Wells, Kent TN1 2UE
- (C) The Continuing Trustees and the Outgoing Trustee are the present Trustees of the Scheme.
- (D) The Principal Employer wishes to remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme under clause 4.4 which vests the power of removal in the Principal Employer. As a consequence of this the Principal Employer will appoint themselves as replacement Administrator for all the purposes of Part 4 Finance Act 2004.
- (E) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

Operative provisions

1. The Principal Employer in exercise of the power conferred on them by 4.4 of the Existing Provisions and all other powers them enabling hereby removes the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme with effect from the Effective Date.
2. The Principal Company in exercise of the power conferred on them by 4.4 of the Existing provisions and all other powers them enabling hereby removes the Outgoing Trustee as Administrator and appoints themselves with the consent of the Continuing Trustees as the Administrator of the Scheme.
3. The Principal Company accepts such appointment and further acknowledges that they shall become the Administrator of the Scheme for all the purposes of Part 4 of the Finance Act 2004 with effect from the Effective Date.
4. The Continuing Trustees agree to take all reasonable steps to remove from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee from any relevant registration at HM Land Registry.
5. In removing the Outgoing Trustee as Administrator of the Scheme, the Outgoing Trustee is hereby discharged from all duties and liabilities as Administrator and Trustee with effective from the Effective Date.

IN WITNESS OF WHICH this document is executed as a Deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated,
by PROJECT FRAMING LIMITED
acting by

Director Signature:
Name :

Director/
Secretary Signature:
Name :

SIGNED as a deed, and delivered when dated, by (signature)
LINDY DIANE BREMNER acting by

Witness Signature :
Name :
Address :

SIGNED as a Deed , and delivered when dated, by (signature)
RUSSELL BREMNER in the presence of:

Witness Signature :
Name :
Address :

AUTHORITY INSTRUCTION

From:

Trustee Bank Account

Name of Bank:

Address:

Account Number(s):

Sort Code:

Investment Account

**Account
Manager:**

Address:

Policy Number:

Investment Account

**Account
Manager:**

Address:

Policy Number:

PLEASE INITIAL:

Authority is given to :

**Pension Practitioner .Com Limited
Daws House
33-35 Daws Lane
London
NW7 4SD**

To be provided with information relating to the bank accounts and investments held by the Trustees as may be requested from time to time.

Trustee Signatory:

Trustee Signatory:

Date:

Date:

Terms of Business

Pension Practitioner.Com Limited is a company registered in England under company number 6028668 ("the Company").

This Terms of Business sets out the general terms and conditions that apply; how we perform these services and our charges.

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 Services Authority. We also do not provide mortgages and non-investment insurance.

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.

In these Terms of Business references "we" "us" and "our" shall mean Pension Practitioner.Com Limited as providers of this service. References to "you" and "your" means you as the Trustee(s) of the Scheme who will be the recipient of this service.

1. Our remuneration

- a. We receive our remuneration from fees, which we charge to you for provision of the services provided in the fee menu. 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. 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 administration services set out in the fee menu, we will charge you for those services once they are completed in our opinion. We will advise you in advance of those fees. You have 14 calendar days to pay for any and all that additional work which does not form part of the administration 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. We also reserve the right not to perform any services for you and reserve the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- 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, or is outstanding at the date that our administration services agreement is terminated.

- e. By signing this agreement you agree to pay us for our services in accordance with that set out in these terms of business.
- f. You may request that the invoice(s) is made to and paid by the Registered Administrator 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 as Trustee(s) of the pension scheme.

2. Termination

- a. Subject to the provisions set out in 1.a & b & c we or you may terminate this agreement at any time, 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 address at: 33-35 Daws Lane, London, NW7 4SD. 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 no minimum or maximum period during which they must remain applicable.

3. Communicating

- a. You may communicate with us by writing, phoning or sending an email to us, there is no additional charge.
- b. We will communicate with you by writing, phoning or sending an email, at our discretion and unless we hear from you to the contrary we may telephone you from time to time in normal business hours without your further prior consent.
- c. 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.

4. 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.

5. Verifying identity

We are registered with HM Customs & Excise for money laundering regulation under number 12527917 and as such we have satisfied those requirements as Fit and Proper Persons. Details of our nominated officer can be provided on request.

We will verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations. In certain circumstances, where the individual cannot be verified by another approved person (such as your accountant), we will charge £15.00 per person who requires a MLR verification check. We may rely on an approved external provider to undertake that check.

6. Legal documents

We do not provide custodian services and therefore do not hold title on your behalf, save for taking copies of those documents to allow us to provide services to you. We will return those documents to you by Royal Mail recorded delivery; we cannot be responsible for the loss of legal documents, if the Royal Mail fails to deliver those documents.

7. 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 registered for Money Laundering Regulation and will require authority to obtain information regarding investment activities in order that we may meet HM Customs and Excise requirements, with whom we are registered with. We do not provide financial and/or investment advice. You are recommended to speak with an person who is regulated to give you that advice.

8. Law

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

9. 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.

10. Variation of the agreement

We may vary the terms of this agreement by writing to you at your last know 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 1 June 2009; they are valid from that date

11. 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 Directors

Pension Practitioner.Com Limited

33-35 Daws Lane

London

NW7 4SD

We will respond to you within three 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.

12. Data Protection Act 1998 & Legal Information, Privacy Statement and the Data Protection Act 1998

- a. We will treat all your personal information as private and confidential (even when you are no longer a customer), except where disclosure is made at your request or with your consent or where we are required by law to disclose. We will hold your details for a minimum of 6 years.

Daws House, 33-35 Daws Lane, London. NW7 4SD
Registered in England No: 6028668; VAT Reg No: 894312018

- b. We will use your information for the purposes of administration of the services you employ us to undertake from time to time and to allow us provide you with consultancy and documentation services you have asked us to provide to you.
- c. The information you provide to us may be shared with HMRC and the Pensions Regulator and their agencies for the prevention of fraud and to ensure proper compliance with their requirements of us. We will not provide your information to any other third party without your written consent to do so, except as required by law.
- d. Where necessary you consent to our processing data that is defined as sensitive by the Data Protection Act. You also consent to our transferring your information to countries that do not provide the same level of data protection as the UK, if necessary for the above purposes. In order to provide certain online services to you, we may transfer your data to countries or territories outside of the EEA (European Economic Area) that may not provide the same level of protection as within the EEA. We, our agents and sub-contractors will apply appropriate technical and organisational measures against the unauthorised processing of personal data and against accidental loss of, or damage to personal data. By providing your data you agree to your data being used and transferred as stated above.
- e. For marketing purposes we will never share with other companies the information you provide to us.

13. 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 directors 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.

14. Scope of our services

We provide administration services to Trustees of Small Self Administered Schemes in order that they may perform their functions as Trustees.

We do not give advice on the suitability or otherwise of transferring pensions held in the UK or Overseas to Small Self Administered Schemes. You are recommended to speak to an Independent Financial Advisor who is authorised to give such advice prior to making any pension transfers.

Whilst we provide documentation and we rely on our pension solicitor's documentation, we are not solicitors and therefore clients are recommended to obtain their own legal advice where appropriate regarding the documentation we supply to them.

We do not undertake any activities arising from or connection with:

- Receiving instructions from the trustees or members about the buying or selling of trust and or insurance investments and then instructing a broker or product provider to effect the transaction.
- We do not deal or enter into investment transactions concerning [securities](#) or [relevant investments](#) on behalf of the trustees.
- Nor do we handle claims on behalf of trustees.

Daws House, 33-35 Daws Lane, London. NW7 4SD
Registered in England No: 6028668; VAT Reg No: 894312018

- We do not arrange the appointment of a custodian on behalf of the trustees.
- We do not give investment advice or solicit investment products

Such activities are undertaken by the trustees for themselves or through the appointed advisor. We do not receive any payments for investments and policies that you arrange.

We do undertake all of the following:



- maintaining records;
- liaising with tax authorities;
- arranging actuarial advice;
- paying over contributions to a product provider or fund manager for investment in line with pre-agreed instructions; and
- paying out benefits under the instruction of the trustees
HMRC and all other Regulatory reporting
- Give information regarding changes in HMRC and Regulatory practice
- Give information we consider from time to time appropriate to the trustees concerning the governance of the pension scheme.
- Provide through our appointed solicitors legal services to the trustees

We do not hold nor are we a signatory to the assets of the pension scheme. We will hold authority for any investments undertaken in order that we may meet our reporting requirements to HMRC.

Fit and Proper Persons

We are registered with HM Revenue and Customs as a Company Service Provider in order that we can meet their requirements of us. We have satisfied their fit and proper persons test and a copy of our certificate is available on request. We will share information with HMRC and their agencies to prevent fraud or in connection with the prevention of money laundering.

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:.....  Name:.....

Signed:..... Name:.....

Signed:..... Name:.....



Please fill in the whole form including official use box using a ball point pen and send it to:

Pension Practitioner .Com Limited
Daws House
33-35 Daws Lane
London
NW7 4SD

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Reference Number

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Instruction to your
Bank or Building Society
to pay by Direct Debit

Service User Number (SUN)

2	5	0	0	9	9
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FOR OFFICIAL USE ONLY

This is not part of the instruction to your Bank or Building Society.

Important – Please complete these details:

Account Holder(s) Name & Address:

Name:

Address:

Postcode:

Email Address:

Instruction to your Bank or Building Society

Please pay PSL re Pension Practitioner.com Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with PSL re Pension Practitioner.com and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.

DD11

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change PSL re Pension Practitioner.com will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by PSL re Pension Practitioner.com or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Dated _____

PROJECT FRAMING LTD SSAS FUND (the 'Scheme'): Appointment of Administrator and Practitioner

Parties

1. LINDY DIANE BREMNER and RUSSELL BREMNER ("The Trustees") of 10 Mina Avenue, Langley, Berkshire, SL3 7BY
2. PENSION PRACTITIONER.COM LTD ("the Pension Practitioner") of Daws House, 33-35 Daws Lane, London NW7 4SD
3. PROJECT FRAMING LIMITED ("The Administrator") of 112 Power Road Chiswick London W4 5PN

Introduction

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

(B)All of the General Trustees are resident in the United Kingdom.

Operative Provisions

- 1 In accordance with section 611AA of the Income & Corporation Taxes Act 1988 the Trustees appoint the Administrator to be the administrator of the scheme for the purposes of (and to be responsible for the discharge of all duties relating to the Scheme which are imposed on the administrator under) Chapter I of Part XIV of that Act.
- 2 The Administrator accepts such appointment for the purposes of Part 4 of the Finance Act 2004.
- 3 The General Trustees, and the Administrator (in acting in their capacities), appoint the Pension Practitioner as their agent and to act as practitioner on their behalf, in connection with any matters within the responsibility of HMRC and to view information held on the HMRC Pension Scheme Service in relation to the Scheme, and to do any other thing whatsoever in connection with or incidental to:
 - 3.1 (in respect of any period up to and including 5th April 2006) the discharge of all duties relating to the Scheme which are imposed on them as administrator and/or maintenance of the approval of the Scheme under Chapter I of Part XIV of the Income & Corporation Taxes Act 1988;
 - 3.2 (in respect of any period from and including 6th April 2006) the discharge of all duties relating to the Scheme which are imposed on the scheme administrator and/or the maintenance of the registered status of the Scheme under Part 4 of the Finance Act 2004.
- 4 The provisions of this appointment have effect on and from its date.

SIGNED as a deed, and delivered when dated,
by **PENSION PRACTITIONER .COM**
LIMITED acting by

Authorised Signatory :
Name :

Authorised Signatory :
Name :

SIGNED as a deed, and delivered when dated,
by **PROJECT FRAMING LIMITED**
acting by

Authorised Signatory :
Name :

Authorised Signatory :
Name :

SIGNED as a deed, and delivered when dated,
by (signature)

LINDY DIANE BREMNER
in the presence of:

Witness Signature :
Name :
Address :

SIGNED as a deed, and delivered when dated,
by (signature)

RUSSELL BREMNER
in the presence of:

Witness Signature :
Name :
Address :

**Project Framing Limited SSAS Fund
10 Mina Avenue, Langley, Berkshire, SL3 7BY**

**Jardine Lloyd Thompson Group plc
6 Crutched Friars
London
EC3N 2P**

Date: 2011

Dear Sirs,

Please accept this letter as notice that we have appointed Pension Practitioner .Com to provide administration services to the trustees.

Would you please provide them with such assistance as is necessary to effect the smooth transition of the scheme.

Pension Practitioner will undertake the completion of the scheme returns to 5 April 2011.

Thank you for your assistance

Yours sincerely

RUSSELL BREMNER