



Consilium
Asset Management

FAO Mr Brad Davis
Pension Practitioner.com
Daws House
33-35 Daws Lane
London
NW7 4SD

13/02/2017

Dear Brad

Re: Boyd and Lloyd Pension Scheme – SSAS Takeover

Following our communication last week, please find enclosed as requested the signed documentation as requested:

- Terms of Business
- Letter to Colston Trustees
- Deed to remove Trustees
- Administration Services Agreement
- Nomination of Death Benefit Forms
- Metro Bank Application Forms

Could you please confirm receipt of the documentation and let me know once the Scheme Bank Account has been set up. If you have any queries, please contact me

Yours Sincerely

Graham Bond
Director
Consilium Asset Management

Terms of Business

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

Pension Practitioner .Com is a trade name owned and operated by Pension Practitioner .Com Limited, a limited company registered in England under number 06028668 ("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 Conduct 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 the Company as provider 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.
- g. 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. Under these circumstances 2a, 2b and 2c of this Terms of Business shall not apply.

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: Daws House, 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.

2 Terms of Business

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

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 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 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 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 a 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 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 1 May 2013; 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:

Pension Practitioner .Com
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 client), 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.
- 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.

3 Terms of Business

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

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 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.

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. Where we are requested to sign on behalf of the Scheme Administrator a pension warranty form, we are signing on the sole basis that the receiving scheme is capable of receiving a pension transfer and not for any other purpose.

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.

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.

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.
- 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

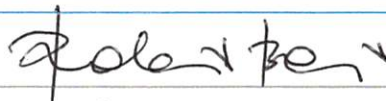
We do not hold nor are we a signatory to the assets of the pension scheme. We will hold authority for any investments undertaken in order that we may meet our reporting requirements to HMRC.

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 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

ROBERT BOYD

Signed



Name

DARREN LLOYD

Signed

Name

Trustees of Boyd & Lloyd Pension Scheme
Brinkwood
Hedgemoor Close
Stapleton
Bristol
BS16 1ER

Colston Trustees Limited
3 Temple Quay
Temple Back East
Bristol
BS1 6DZ

09 February 2017

Dear Sirs,

Re: Boyd & Lloyd Pension Scheme

Please accept this letter as a notice that we no longer wish to use your services as the Registered Administrator and would like you to retire as an Independent Trustee of the above scheme.

We have appointed Pension Practitioner .Com Limited to provide administration services to the trustees who will supply the Deeds to that effect.

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

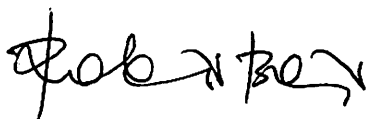
Thank you for your assistance.

Yours faithfully

Darren David William Lloyd
Trustee



Robert Boyd
Trustee



Deed of Removal of Trustee

Boyd & Lloyd Pension Scheme

Date of Deed:

1. **Colston Trustees Limited** (Company No. 06867955) whose registered office is at 3 Temple Quay, Temple Back East, Bristol, BS1 6DZ (in this Deed called the "Outgoing Trustee")
2. **Darren David William Lloyd** of Brinkwood, Hedgemead Close, Stapleton, Bristol, BS16 1ER and **Robert Boyd** of Flat 2, 20 College Street, Burnham-On-Sea, TA8 1AS (in this Deed called the "Continuing Trustees")

Recitals

- (A) Boyd & Lloyd Pension Scheme (in this Deed called the 'Scheme') is a pension scheme which is governed by Definitive Trust Deed and Rules dated 26th of November 2012 and all subsequent amending Deeds (in this Deed called the 'Existing Provisions')
- (B) The Continuing Trustees and the Outgoing Trustee are the present Trustees of the Scheme and the Outgoing Trustee is cited in the Existing Provisions as the Independent Trustee of the Scheme.
- (C) The Continuing Trustees wish to remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme in accordance with Rule 4.1 of the Existing Provisions which vests the power of appointment and removal in the Trustees and is exercisable by deed.
- (D) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

Operative provisions

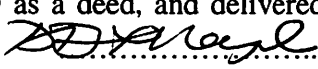
1. The Continuing Trustees in exercise of the power conferred on them by Rule 4.1 of the Existing Provisions and all other powers them enabling hereby remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme.
2. The Outgoing Trustee consents to their removal as is evidenced by the execution of this deed.
3. The Continuing Trustees agree to take all reasonable steps to remove the Outgoing Trustee 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.
4. In removing the Outgoing Trustee, the Outgoing Trustee is hereby discharged from all duties and liabilities as Trustee, Independent Trustee and Administrator 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.

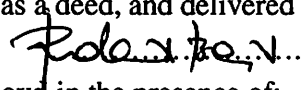
SIGNED as a deed, and delivered when dated,
by **Colston Trustees Limited** acting by


Director Signature:
Name :

Director/
Secretary Signature:
Name :

SIGNED as a deed, and delivered when dated,
by  (signature)
Darren David William Lloyd in the presence
of:

Witness Signature: 
Name : **GRAHAM BOND**
Address : **VAYRE HOUSE, HATERS LANE, CHIPPING SODBURY**
BS37 6AA

SIGNED as a deed, and delivered when dated,
by  (signature)
Robert Boyd in the presence of:

Witness Signature: 
Name : **GRAHAM BOND**
Address : **VAYRE HOUSE HATERS LANE, CHIPPING SODBURY**
BS37 6AA

Dated: 2017

- (1) Darren David William Lloyd and Robert Boyd (TRUSTEES)**
- (2) Pension Practitioner .Com Limited (SUPPLIER)**

**ADMINISTRATION SERVICES
AGREEMENT for the
BOYD & LLOYD PENSION SCHEME**

This Agreement is made on

2017

Between

- (1) Darren David William Lloyd of Brinkwood, Hedgemoor Close, Stapleton, Bristol, BS16 1ER and Robert Boyd of Flat 2, 20 College Street, Burnham-On-Sea, TA8 1AS ("**Trustee**").
- (2) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London and at 2nd Floor, 209 Main Street, Gibraltar. (the "**Supplier**")

Background

- (A) The Trustee and the Supplier have agreed that the Supplier shall provide administration services to the Trustee on behalf of the Scheme.
- (B) Pursuant to its powers under the Trust Deed the Trustee hereby appoints the Supplier to be the Scheme Administrator and to administer the Scheme through providing the Services. This Agreement sets out the terms on which the Supplier shall provide the Services.

1 Definitions

In this Agreement, the following expressions shall, save where the context otherwise requires, have the following meanings:

"Act" means the Finance Act 2004 and any subsequent amendment;

"Agreement" means this Agreement between the parties together with the Schedule(s) attached hereto as the same may be amended, modified or supplemented from time to time in accordance with those provisions;

"Charges" means all the fees, charges and disbursements described in clause 6.1 and any fees or charges payable for Termination Assistance under clause 18.3;

"Commencement Date" means the date on which the Scheme is established in accordance with its governing provisions;

"Confidential Information" means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, products, developments, trade secrets, know-how, personnel, customers (including all Personal Data) and suppliers (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonably to be considered confidential but does not include information which:

- (i) is or becomes public knowledge other than by breach of clause 15;
- (ii) is received from a third party who lawfully acquired or developed it and who is under no obligation of confidence in relation to its disclosure; or
- (iii) is independently developed without the use of the other party's Confidential Information;

"Data Protection Legislation" means the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable laws, codes and regulations whatsoever relating to the processing of Personal Data and privacy under English law, as amended from time to time;

"DPA" means the Data Protection Act 1998;

"Fees" means the fees payable to the Supplier for providing the Services as described in Schedule 2 of this Agreement;

"Fund" means all monies, gifts, transfer payments, funds, investments, policies and property or other sums or assets held by the Trustee upon the trusts of the Scheme including the contributions paid to the Trustee in accordance with the Trust Deed including all income, accretions, options and rights relating to such investments or otherwise held by the Trustee upon the trusts of the Scheme;

"Good Industry Practice" means the exercise of the level of reasonable skill and care that would be expected from a suitably skilled, trained and experienced professional pension scheme administrator who is experienced in administering small self-administered pension schemes;

"HMRC" means Her Majesty's Revenue & Customs or such other entity as from time to time may perform the role of pension scheme registration;

"Loss" and **"Losses"** means any costs, expenses, charges, liabilities, losses, awards, interest, penalties, fines and damages of any kind whatsoever and however caused or incurred or suffered except for:

- (i) loss of profits, business, contracts or goodwill; or
- (ii) special, indirect, consequential or pure economic loss.

"Personal Data" shall have the meaning prescribed by Data Protection Legislation;

"PRAS Regulations" means the Registered Pension Schemes (Relief at Source) Regulations 2005;

"Regulator" means any person having regulatory or supervisory authority over any part of the Services or the Supplier's business including but not limited to the Pensions Regulator, Financial Conduct Authority and Pensions Ombudsman or their successor;

"Schedule(s)" means any schedule(s) to this Agreement and all schedules shall form part of this Agreement;

"Scheme" means the Boyd & Lloyd Pension Scheme;

"Scheme Administrator" means the person or persons responsible for the discharge of the functions conferred or imposed on the administrator of the Scheme by or under Part 4 of the Act and the schedules relating to that Part of the Act and the Trust Deed;

"Sensitive Personal Data" shall have the meaning prescribed by Data Protection Legislation;

"Services" means all the services to be provided by the Supplier to the Trustee under this Agreement;

"Successor Supplier" means any party appointed by the Trustee to replace the Supplier as provider of all or any Services;

"Trust Deed" means the definitive trust deed and rules governing the Scheme as amended from time to time; and

2 Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- 2.1.1 Reference to the singular includes the plural and vice versa, and reference to a gender includes the other gender.

- 2.1.2 References to a statutory provision includes references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.
- 2.1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 2.1.4 References to clauses and to Schedules are to the clauses and schedules of this Agreement.
- 2.1.5 In the event that and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

3 Appointment of the Supplier

- 3.1 Pursuant to its powers under the Trust Deed, the Trustee appoints the Supplier to act as Scheme Administrator and provide the Services and the Supplier agrees to act as Scheme Administrator and to provide the Services to the Trustee on the terms set out in this Agreement.

4 Start and duration of Agreement

- 4.1 This Agreement shall take effect on the Commencement Date and shall continue unless terminated in accordance with clause 17 of this Agreement.

5 Performance of the Services

- 5.1 The Supplier shall from the Commencement Date use all reasonable endeavours to perform the Services described in Schedule 1 in accordance with:
 - 5.1.1 Good Industry Practice;
 - 5.1.2 the Trust Deed;
 - 5.1.3 the terms of this Agreement; and
 - 5.1.4 all applicable laws, regulations and orders which apply to the Scheme, the Agreement and the Supplier in its role as Scheme Administrator.
- 5.2 The Supplier may perform additional services or take action outside or beyond what is set out in Schedule 1 if either:
 - 5.2.1 the Supplier has been asked by the Trustee to provide additional services; or
 - 5.2.2 the Supplier considers, in its absolute discretion, that it would be prudent or appropriate to do so to ensure compliance with law or the proper administration of the Scheme or to ensure that the Trustee or the Supplier complies with any applicable legal requirements.

6 Charges

- 6.1 The Supplier will be entitled to make the following charges for providing the Services:
 - 6.1.1 the Fees set out in Schedule 2;
 - 6.1.2 any additional charges that the Supplier may agree with the Trustee for providing additional services in accordance with clause 5.2 of this Agreement;
 - 6.1.3 all disbursements incurred by the Supplier in carrying out the Services or any additional services; and
 - 6.1.4 any other charges that the Supplier is entitled to make or deduct under the Trust Deed.

- 6.2 Pursuant to its powers under the Trust Deed, the Supplier shall be entitled at its absolute discretion to:
- 6.2.1 deduct the Charges directly from the Fund; and
 - 6.2.2 sell, convert or liquidate any part of the Fund for the payment of any Charges,
- subject to the provisions of the Trust Deed. As an alternative the Trustee and the Supplier may agree (at the Supplier's absolute discretion) that any Charge may be paid directly to the Supplier by the Trustee.
- 6.3 The Supplier may increase the Fees in accordance with Schedule 2. Where the Supplier wishes to increase the Fees other than as set out in Schedule 2 or wishes to make additional charges and the Supplier and the Trustee cannot reach agreement on that, the Supplier may terminate this agreement forthwith.
- 6.4 The part of the Fees that is the annual management charge (see Schedule 2) shall be invoiced for each year in advance, and is payable by quarterly instalments. The first instalment of the annual management charge shall be payable after the Commencement Date (the "**Start Date**"). Subsequent instalments shall be payable on the date which is 3 months from the Start Date and each 3 months thereafter.
- 6.5 Any additional charges for additional services shall be invoiced as agreed between the Supplier and the Trustee. Any other charges or disbursements that the Supplier is entitled to make or deduct pursuant to clause 6.1.4 shall be invoiced quarterly, as and when they are incurred, with the first quarterly period starting from the Commencement Date.
- 7 Trustee obligations**
- 7.1 The Trustee shall from the Commencement Date use all reasonable endeavours to carry out its duties as trustee of the Scheme in accordance with:
- 7.1.1 the Trust Deed;
 - 7.1.2 the terms of this Agreement; and
 - 7.1.3 all applicable laws, regulations and orders which apply to the Trustee in its role as trustee of the Scheme and in relation to its obligations under this Agreement.
- 7.2 The Trustee shall provide the Supplier promptly with all the information and evidence that the Supplier requires from time to time in order for the Supplier to comply with any legislative or regulatory requirements including but not limited to those relating to anti-money laundering or anti terrorism. The Trustee authorises the Supplier to carry out any due diligence and/or verification exercises that it is required to carry out in accordance with these requirements.
- 7.3 Subject to clause 9, any information, evidence or Personal Data obtained pursuant to any due diligence and/or verification exercises carried out in accordance with clause 7.2 may be shared with third parties for the purpose of carrying out their due diligence and/or verification exercises in respect of the Trustee.
- 8. Mutual obligations of the parties**
- 8.1 All instructions and reporting from either party to the other shall be made in writing which shall include e-mail.
- 8.2 Each party shall inform the other party in writing of all legal agents entitled to give instructions on behalf of the relevant party.

- 8.3 The parties shall provide all reasonable co-operation with one and other with a view to ensuring the proper running of the Scheme.
- 8.4 The parties shall use all reasonable endeavours not to do or omit to do anything that would prejudice the status of the Scheme as a registered pension scheme within the meaning of the Act.
- 8.5 Payments made by either party out of any Scheme bank account shall only be made in accordance with the Trust Deed, the terms and conditions of the relevant bank account, any relevant bank account mandate or authority, and the provisions of this Agreement where relevant.

9 Data Protection

- 9.1 The parties acknowledge that the relationship between them created by this Agreement involves the processing of Personal Data and/or Sensitive Personal Data and that for the purposes of the provision of the Services in relation to the Data Protection Legislation the Trustee shall be the "data controller" and the Supplier shall be the "data processor" within the meaning of the DPA.
- 9.2 The Trustee shall ensure that all data disclosed to the Supplier has been validly obtained and that the disclosure and transfer of such data is lawful.
- 9.3 The Trustee shall provide to the Supplier such Personal Data, Sensitive Personal Data and with such other information as the Supplier may reasonably require in order for the Supplier to provide the Services.
- 9.4 Both parties shall, at all times, comply with their respective obligations under the Data Protection Legislation in relation to the Scheme and this Agreement. Neither party shall do, nor cause or permit to be done, anything which may result in a breach of the Data Protection Legislation by the other.
- 9.5 Without prejudice to the rest of this clause 9, the Supplier shall process Personal Data and Sensitive Personal Data in accordance with:
 - 9.5.1 the Data Protection Legislation, the laws of the United Kingdom, and the provisions of the Seventh Principle of the DPA; and
 - 9.5.2 the Trustee's specific lawful written instructions as notified to the Supplier from time to time.
- 9.6 The Supplier shall maintain appropriate organisational and technical processes and procedures in place to safeguard against any unauthorised or unlawful processing, access, accidental loss, destruction, damage, theft, use or disclosure of Personal Data and/or Sensitive Personal Data.
- 9.7 The Supplier may share the Personal Data with third parties in order to perform the Services. However where it is necessary to share Sensitive Personal Data with third parties, the Trustee's specific consent will be sought prior to doing so.
- 9.8 For as long as the Supplier retains any Personal Data or Sensitive Personal Data after the termination of this Agreement the Supplier shall continue to be bound by the provisions of this Agreement relating to the processing of Personal Data and / or Sensitive Personal Data until all such data has been returned to the Trustee, or transferred to a replacement supplier, or destroyed, as directed by the Trustee.
- 9.9 The Trustee will retain ultimate ownership of any files and data passed by it to the Supplier. However the Supplier may retain records, documents, files and information which it acquires or creates pursuant to this Agreement consistent with its obligations under the DPA.

10 Representations and Warranties

- 10.1 Each party warrants and represents that, as at the date of this Agreement:

10.1.1 it has full capacity and authority to enter into and to perform this Agreement;

10.1.2 this Agreement is executed by a duly authorised representative of that party;

10.1.3 once duly executed, this Agreement shall be legally binding on the parties.

10.2 The Supplier warrants and represents on an ongoing basis that its obligations under this Agreement will be performed by appropriately experienced, qualified and competent personnel.

10.3 The Trustee warrants and represents on an ongoing basis that it shall notify the Supplier as soon as reasonably practicable if it should be disqualified by law from acting as a trustee of the Scheme or be prohibited or suspended from acting as trustee of the Scheme by an order of the Pensions Regulator.

11 Delegation

11.1 Subject to the agreement of a majority of Trustees, the Supplier may delegate, sub-contract or outsource any of its obligations under this Agreement to a competent third party or agent including but not limited to:

11.1.1 delegation of any obligations or duties which relate to tax or the Act or the role of Scheme Administrator or which are regulated or enforced by HMRC or the Pensions Regulator; and

11.1.2 delegation to a third party to act as "authorised practitioner", within the meaning of that term for the purposes of the Act and in accordance with HMRC requirements.

12 Reliance by the Supplier

12.1 The Supplier shall have absolute discretion as to whether it should rely on oral statements or instructions from the Trustee or any third party.

12.2 Any communication provided by the Supplier in writing is provided solely for the use of the Trustee. It is not intended to be relied upon by third parties and any third parties to whom any written communication by the Supplier is passed receive it "as is" and at their own risk.

13 Supplier's obligations

13.1 For the avoidance of doubt, the Services shall not include the provision of legal advice by the Supplier to the Trustee and the Supplier shall be under no obligation or duty to the Trustee to provide it with legal advice or act as legal adviser to the Trustee at any time. However the Supplier shall supply the Trustee on request with such information and explanations about the provision of the Services and the Scheme as the Trustee may reasonably require to assist the Trustee with the performance of its obligations under this Agreement and in relation to the Scheme generally.

13.2 In carrying out the Services the Supplier shall use such bank accounts as the Trustee may authorise from time to time or as the Supplier is authorised to use under the Trust Deed.

14 Conflict of Interest

14.1 In the event of a conflict of interest arising, the Supplier will immediately inform all relevant parties and in the first instance seek to resolve the conflict to the satisfaction of all the parties concerned. In some circumstances it may not be possible to resolve the conflict and the Supplier reserves the right to terminate this Agreement and / or resign as Scheme Administrator in accordance with clause 17 as it in its absolute discretion deems appropriate.

15 Confidentiality

- 15.1 Neither the Trustee nor the Supplier shall disclose any Confidential Information in relation to the other to a third party without prior written consent, save for the following exceptions:
- 15.1.1 disclosures made at the specific request of the other party;
 - 15.1.2 disclosure to a party's professional advisers provided that the professional adviser agrees to the same duties of confidentiality as apply under this Agreement;
 - 15.1.3 disclosure to a Regulator or any government or other authority or any regulatory body;
 - 15.1.4 disclosure as a party to legal proceedings of a competent jurisdiction; and
 - 15.1.5 disclosure as required by law.

16 Liability

- 16.1 This clause 16 sets out the entire financial and legal liability of the parties to each other in respect of:
- 16.1.1 any breach of this Agreement;
 - 16.1.2 any representation, statement or negligent act or omission arising under or in connection with this Agreement;
 - 16.1.3 any act of maladministration relating to the Scheme;
 - 16.1.4 any breach of trust or duty pursuant to this Agreement; and
 - 16.1.5 any other act or omission or breach of law by either party (except where such law states that liability cannot be restricted).
- For the purposes of this clause 16, any reference to the Supplier, Trustee or "a party" includes the Supplier's or Trustee's or party's employees, officers, agents, consultants and subcontractors.
- 16.2 Nothing in this Agreement shall exclude the liability of either party for fraud or death or personal injury or anything else that cannot by law be excluded.
- 16.3 Subject to clause 16.4 and 16.5 each party shall be liable to the other in relation to Loss that one party incurs or suffers as a result of:
- 16.3.1 a breach by the other party of their obligations under this Agreement; and
 - 16.3.2 a party's negligence, maladministration or breach of trust or duty in connection with this Agreement.
- 16.4 Subject to clauses 5.1 and 16.2 and to the fullest extent permitted by law, the Supplier shall not have any legal liability to the Trustee for any Loss whatsoever or however incurred or suffered by the Trustee in respect of any of the following:
- 16.4.1 any inaccuracy or deficiency in any information, data or document:
 - (i) provided to the Supplier by the Trustee or any third party; or
 - (ii) provided by the Trustee to any third party; or
 - (iii) provided to the Supplier by the Trustee or a third party on the Trustee's behalf, and that the Supplier then provides to any other third party on behalf of the Trustee;

- 16.4.2 any delay or failure in the performance of the Supplier's obligations under this Agreement resulting from:
- (i) events beyond the Supplier's reasonable control (for example, an IT or software or systems failure that could not be avoided despite the Supplier's best endeavours); or
 - (ii) the acts or omissions of third parties or the Trustee's acts or omissions, including but not limited to delays in providing information to the Supplier or carrying out the Supplier's or the Trustee's instructions;
- 16.4.3 any other acts or omissions of any third party, including:
- (i) any advice or opinion given to the Trustee by any third party;
 - (ii) the performance or non-performance by any third party of any legally binding agreement between the Trustee and that third party;
- 16.4.4 any acts or omissions undertaken by the Supplier prior to the commencement of this Agreement;
- 16.4.5 any other acts or omissions by the Trustee or by any Regulator that result in the Trustee being legally disqualified from being able to act as a trustee of the Scheme or as a director or officer the Scheme's sponsoring employer;
- 16.4.6 any change or clarification in the law that happens after the date on which this Agreement takes effect (whether or not it has retrospective effect) and that impacts or affects the definition or regulation or status or tax treatment or advantages or disadvantages or validity of, or the law applicable to, the Scheme;
- 16.4.7 any failure by the Supplier to provide the Trustee with legal advice or tell the Trustee about a change in the law; and / or
- 16.4.8 any report given by the Supplier in good faith to a Regulator.
- 16.5 To the extent that either party has any legal liability to the other party (whether under this Agreement or under overriding law) and to the extent that such liability can be limited by law, each party's liability to the other whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise shall in all circumstances be limited to the amount of £50,000.
- 16.6 Subject to clause 16.5 the Trustee shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.
- 16.7 Subject to clause 16.5 the Supplier shall indemnify the Trustee against any Loss incurred or suffered by the Trustee arising from any act or omission for which the Supplier is liable to the Trustee in accordance with this Agreement.
- 17 Termination**
- 17.1 Each party may terminate this Agreement without cause by giving the other party at least 3 months' notice in writing.
- 17.2 Any party may terminate this Agreement by giving the other party 1 month's notice in writing at any time throughout the duration of this Agreement in the following circumstances:
- 17.2.1 where that other party has committed a material breach of its obligations under this Agreement which is not capable of remedy; or

17.2.2 where that other party has committed a material breach of its obligations under this Agreement and where such breach is capable of remedy but that other party has failed to remedy such breach within 1 month of receiving notice specifying the breach and requiring its remedy; or

17.2.3 where in relation to that other party any action, application or proceeding is made with regard to it for:

- (i) a voluntary arrangement or composition or reconstruction of its debts;
- (ii) the presentation of an administration petition;
- (iii) its winding-up or dissolution;
- (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- (v) any similar action, application or proceeding in any jurisdiction to which that other party is subject

except where a resolution by the other party or court order that the other party be wound up is for the purpose of a bona fide reconstruction or amalgamation.

17.3 Where the Supplier wishes to terminate this Agreement under clause 17.1, it shall subject to the agreement of a majority of trustees use reasonable endeavours to find a replacement Scheme Administrator to be appointed prior to the expiry of the notice to terminate this Agreement. All costs reasonably incurred by the Supplier to comply with this clause 17.3 shall be treated as a disbursement relating to the Services within the meaning of clause 6.1.3. Subject to clause 17.4, if a replacement Scheme Administrator is not appointed prior to the expiry of the notice to terminate this Agreement, then notwithstanding clause 17.1 and 17.2, this Agreement shall continue in full force and effect and the period of notice under clause 17.1 shall be deemed to be extended until the earliest of:

17.3.1 the date when a replacement Scheme Administrator is validly appointed; or

17.3.2 the date when the Scheme is wound up,

in accordance with the provisions of the Trust Deed.

17.4 Where the Supplier terminates this Agreement under clause 17.1 because:

17.4.1 the Supplier reasonably believes or suspects the Trustee to be engaged in criminal or fraudulent activity in relation to the Scheme; or

17.4.2 in the Supplier's reasonable opinion, the Trustee is acting unreasonably or obstructively in respect of the appointment of any replacement Scheme Administrator or is preventing the Supplier from complying with its obligations and duties under this Agreement or is deliberately failing to comply with its own obligations under this Agreement; or

17.4.3 there are Fees or Charges that are due and payable and have been outstanding for 12 months or more but which the Supplier has been unable to recover from the Fund or the Trustee,

then the Agreement shall be terminated on the expiry of the 3 months notice to terminate given under clause 17.1.

17.5 Nothing under this Agreement shall affect the ability of the Supplier or the Trustee to trigger the winding-up of the Scheme in accordance with the Trust Deed.

18 Consequences of Termination

- 18.1 Any termination of this Agreement shall be without prejudice to any rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 18.2 Where notice to terminate is given the Supplier shall as soon as reasonably practicable:
- 18.2.1 return all Confidential Information of the Trustee to the Trustee in an acceptable form; and
- 18.2.2 return all other documents, papers, data or other property of the Trustee relating to the Scheme which is in the Supplier's possession or under its control.
- 18.3 Where notice to terminate is given the Supplier shall provide for the period of the termination notice (including any period of deemed notice under clause 17.3) such termination assistance as may be reasonably requested by the Trustee to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to a Successor Supplier ("**Termination Assistance**"). Termination Assistance shall be provided by the Supplier to the Trustee on the basis of the fee set out in Schedule 2.
- 18.4 The provisions of clauses 6, 9, 15, 16, 18 and 19 shall continue in full force and effect and survive termination of this Agreement for any reason.
- 18.5 Notwithstanding any other provision of this clause 18 the Supplier shall be entitled to make such reasonable charge for effecting the transfer of any Scheme assets or concluding any other paperwork that may be necessary to enable the Trustee or any replacement administration service provider to provide services equivalent to the Services or otherwise operate the Scheme.
- 18.6 The Supplier shall use reasonable endeavours to comply with applicable parts of the Pensions Administration Standards Association Code of Conduct on Administration Provider Transfers, but where there is a conflict between the terms of this Agreement and the Code, the terms of this Agreement shall prevail and failure by the Supplier to comply with the Code shall not be regarded as a material breach of this Agreement. The Administrator shall as early as reasonably possible notify the Trustees of any Breach.

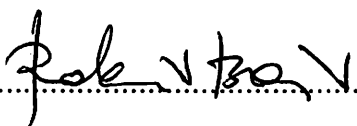
19 General

- 19.1 No term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement and no term of this agreement can be varied by the application of the Contract (Rights of Third Parties) Act 1999.
- 19.2 This Agreement is governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 19.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by the party who has waived the term or provision.
- 19.4 No variation will be made to the Services or this Agreement without the prior written consent of all the parties.
- 19.5 No party to this Agreement may assign its obligations under this Agreement without the other parties' prior written consent (such consent not to be unreasonably withheld or delayed), save that the Supplier may assign this Agreement without the other parties' consent to any other group company.
- 19.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

- 19.7 No party to this Agreement may make any public statement, nor any announcement or disclosure about this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).
- 19.8 This Agreement and the documents referred to herein constitute the whole and only Agreement between the parties relating to the rights and obligations of the parties between themselves with respect to the subject matter hereof and supersede and extinguish any prior drafts, Agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto, save that nothing in this clause 19.8 shall limit or exclude any party's liability for fraud or misrepresentation.

This Agreement has been signed by the parties on the date first above written.

Signed by a duly authorised signatory)
for and on behalf of PENSION) Authorised signatory
PRACTITIONER.COM)
.....
Title

Signed by (Trustee)


Signed by (Trustee)


Schedule 1

Services

The Supplier will provide the following services in relation to the Scheme in accordance with the Trust Deed:

1. Deal with any related HMRC queries.
2. Act as Scheme Administrator and carry out all the statutory obligations of the Scheme Administrator under the Act and the powers and duties of the Administration under the Trust Deed including:
 - (a) complying with statutory reporting requirements to HMRC;
 - (b) handling claims for tax relief on contributions to the Scheme and ensuring that valid claims for tax relief are submitted and allocating and reconciling tax relief payments received from HMRC, including the recovery of any tax relief deducted at source under the PRAS Regulations and income tax deducted from investment receipts; and
 - (c) administering contributions to the Scheme;
3. Administering transfer payments into the Scheme from, and from the Scheme to, other legally acceptable pension arrangements.
4. Opening, closing and managing the Scheme's bank account(s) to which the Trustee is also a signatory.
5. Administering and reconciling all Scheme investment transactions and all payments to and from the Scheme.
6. Administering and arranging for the payment of benefits from the Scheme including lump sum death benefits, annuities and income drawdown.
7. Arranging for the safe keeping of appropriate Scheme records including records of members, benefits payable, contributions paid, investments bought and sold and documents of title or original legal documents.
8. Liaising with the Scheme Trustee and the Trustee's adviser (if any) as required.
9. Handling statutory reporting requirements to the Pensions Regulator (in relation to the Scheme) and to Companies House (in relation to the Scheme's sponsoring employer).
10. Responding to reasonable Trustee and member queries in relation to the Scheme.
11. Implementing pension sharing, earmarking and attachment orders.
12. Where applicable, taking all administrative steps necessary to complete the winding up of the Scheme (where a wind up is triggered).
13. The deduction of all tax and tax charges from the Fund or any payment due from the Scheme and accounting to HMRC for all tax due.
14. Dealing with any required data protection registrations.
15. Arranging payment of any statutory levies.
16. Arrange for payment of / deduction of Charges.

17. Obtain medical evidence required as a statutory precondition for payment of ill health benefits.
18. Deal with any other statutory disclosure requirements on behalf of the Trustee e.g. production of benefit statements.
19. Commission annual report and accounts or audited accounts for the Scheme (where required by law).
20. Provision of a trust deed and rules to establish the Scheme.
21. Ensuring the Trustee obtains proper advice as required by s.36 of the Pensions Act 1995.

Schedule 2: Fees

Annual Management Charge (AMC)

A fee of £247.50 shall be payable quarterly in advance for the provision of the Services for the first member and £123.75 for the second and each additional member

Administration of transfers in from other pension schemes

A fee of £200 per transfer

Fees for additional services

As agreed between the Supplier and the Trustee

Increases to Fees

The AMC shall remain fixed for the first 1 year of the Agreement. Thereafter, this will increase on the anniversary of the Commencement Date each year, in line with the increase to CPI over the preceding twelve month period.

Termination Assistance fees

A fee of £825.

Nomination of beneficiary form

Scheme Name: **Boyd & Lloyd Pension Scheme** (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mr. Robert Boyd

Date of birth: 26 March 1969

In the event of my death, I, the member of the scheme in trust, request that the funds should be paid to (please refer to the notes below):

Name: BRADLEY ROBERT BOYD Address: 5 TURNER WALK BRIDGEYATE, BRISTOL BS30 5WH Proportion % 50	Name: ALBANY SUMMER BOYD Address: 5 TURNER WALK BRIDGEYATE, BRISTOL BS30 5WH Proportion % 50
Name: Address: Proportion %	Name: Address: Proportion %

Declaration

I confirm that:

- i) this supersedes all previous beneficiary nominations; and
- ii) I may revoke this request at any time by submitting a new form to the scheme Administrator

Signature of member: 

Date: 13. 2. 2017.

Notes:

The member's estate cannot be nominated.

If the member does not complete a nomination form the death benefit would be payable to (or may be applied for the benefit of) such one or more of the member's dependants or named class as the nominated trustee decides, acting in accordance with the governing Trust Deed and Rules.

Nomination of beneficiary form

Scheme Name: **Boyd & Lloyd Pension Scheme** (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mr. Darren David William Lloyd

Date of birth: 30 August 1969

In the event of my death, I, the member of the scheme in trust, request that the funds should be paid to (please refer to the notes below):

Name: MRS. SARAH LLOYD Address: BRINKWOOD, HEDGEMEAD CLOSE, STAPLETON BRISTOL Proportion % BS16 1ER ONE HUNDRED PERCENT	Name: Address: Proportion %
Name: Address: Proportion %	Name: Address: Proportion %

Declaration

I confirm that:

- i) this supersedes all previous beneficiary nominations; and
- ii) I may revoke this request at any time by submitting a new form to the scheme Administrator

Signature of member:

Date:

Notes:

The member's estate cannot be nominated.

If the member does not complete a nomination form the death benefit would be payable to (or may be applied for the benefit of) such one or more of the member's dependants or named class as the nominated trustee decides, acting in accordance with the governing Trust Deed and Rules.

Pension Scheme Account Opening Request

Email to (preferred option): Partnership.Support@metrobank.plc.uk

Post to: The Manager, Partnership Support, Metro Bank PLC, One Southampton Row, London, WC1B 5HA (if enclosing a cheque, please use this option)

1. PENSION SCHEME DETAILS

Type of Pension Scheme
(e.g. SIPP, SSAS)

SSAS

Full Name of Pension Scheme

Boyd & Lloyd Pension Scheme

Full Name of Pension Provider

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

Full Name and Address of Professional Trustee
(if different to Pension Provider)

N/A

Full Name and Address of Scheme Administrator
(if different to Professional Trustee)

N/A

Are statements required?

☐ Yes ☒ No

Are statements required?

☐ Yes ☒ No

HMRC registration number of the Pension Scheme?

00323109RM

Does Employer pay premiums/contributions?

☐ Yes ☒ No

If yes please provide Full Name and Address of Employer and the company registration number (if applicable)

2. MEMBERS AND TRUSTEES

First Scheme Member

Title (Mr, Mrs, Miss)

Mr

Email Address

darrenlloyd@cliftonrugby.co.uk

First Name

Darren

Current Address

Brinkwood, Hedgemoor Close
Stapleton, Bristol. BS16 1ER

Middle Name(s)

Surname

Lloyd

Date moved in

Date of Birth

30/08/1969

Are statements required?

☐ Yes ☒ No

Gender

Male

Is this individual a Member Trustee?

☒ Yes ☐ No

Nationality

British

Is this individual an Authorised Signatory?

☒ Yes ☐ No

Country of Birth

UK

Is Online Banking required?

(Please note View Only Access is available and mobile phone number and email address are required.)

☒ Yes ☐ No

Home Telephone Number

01179165615

Mobile Number

Pension Scheme Account Opening Request (continued)

2. TRUSTEES DETAILS (continued)

Second Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Surname

Date moved in

Date of Birth

Are statements required? ☐ Yes ☒ No

Gender

Is this individual a Scheme Member? ☒ Yes ☐ No

Nationality

Is this individual a Member Trustee? ☒ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory? ☒ Yes ☐ No

Home Telephone Number

Is Online Banking required?
(Please note View Only Access is available
and mobile phone number and email address
are required.) ☒ Yes ☐ No

Mobile Number

Third Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Surname

Date moved in

Date of Birth

Are statements required? ☐ Yes ☐ No

Gender

Is this individual a Scheme Member? ☐ Yes ☐ No

Nationality

Is this individual a Member Trustee? ☐ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory? ☐ Yes ☐ No

Home Telephone Number

Is Online Banking required?
(Please note View Only Access is available
and mobile phone number and email address
are required.) ☐ Yes ☐ No

Mobile Number

Forth Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Surname

Date moved in

Date of Birth

Are statements required? ☐ Yes ☐ No

Gender

Is this individual a Scheme Member? ☐ Yes ☐ No

Nationality

Is this individual a Member Trustee? ☐ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory? ☐ Yes ☐ No

Home Telephone Number

Is Online Banking required?
(Please note View Only Access is available
and mobile phone number and email address
are required.) ☐ Yes ☐ No

Mobile Number

Pension Scheme Account Opening Request *(continued)*

2. TRUSTEES DETAILS *(continued)*

Fifth Scheme Member

Title (<i>Mr, Mrs, Miss</i>)	<input type="text"/>	Email Address	<input type="text"/>
First Name	<input type="text"/>	Current Address*	<input type="text"/>
Middle Name(s)	<input type="text"/>		
Surname	<input type="text"/>	Date moved in	<input type="text"/>
Date of Birth	<input type="text"/>	Are statements required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gender	<input type="text"/>	Is this individual a Scheme Member?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Nationality	<input type="text"/>	Is this individual a Member Trustee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Country of Birth	<input type="text"/>	Is this individual an Authorised Signatory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Home Telephone Number	<input type="text"/>	Is Online Banking required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mobile Number	<input type="text"/>	<i>(Please note View Only Access is available and mobile phone number and email address are required.)</i>	

Sixth Scheme Member

Title (<i>Mr, Mrs, Miss</i>)	<input type="text"/>	Email Address	<input type="text"/>
First Name	<input type="text"/>	Current Address*	<input type="text"/>
Middle Name(s)	<input type="text"/>		
Surname	<input type="text"/>	Date moved in	<input type="text"/>
Date of Birth	<input type="text"/>	Are statements required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gender	<input type="text"/>	Is this individual a Scheme Member?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Nationality	<input type="text"/>	Is this individual a Member Trustee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Country of Birth	<input type="text"/>	Is this individual an Authorised Signatory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Home Telephone Number	<input type="text"/>	Is Online Banking required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mobile Number	<input type="text"/>	<i>(Please note View Only Access is available and mobile phone number and email address are required.)</i>	

Pension Scheme Account Opening Request *(continued)*

3. CHOOSE YOUR ACCOUNT(S)

- I/We would like to open: ☒ A SIPP/SSAS Account Only ☐ Is a cheque book required
- ☐ A Fixed Term Savings Account and a SIPP/SSAS Account
(please complete Section 4)*

*Please note a SIPP/SSAS Account with Metro Bank is also required in order to open a Fixed Term Savings Account

4. YOUR FIXED TERM DEPOSIT DETAILS

Amount to be deposited Term (months)

- Funds to be deposited by: ☐ Cheque made payable to the Pension Scheme
- ☐ Electronic transfer from another bank
(account details to which funds are to be sent will be provided by Metro Bank once the SIPP/SSAS Account has been opened)

5. MANDATE

In this section you tell us how many and which Authorised Signatories are required to operate this account.

Completion of this Mandate authorises Metro Bank to accept all instructions given, or acts performed, in accordance with the "Our Service Relationship with Business Customers" brochure and/or this Mandate on behalf of the Trustees of the Pension Scheme.

Please indicate the signing instructions by ticking the appropriate box:

- ☒ Member Trustee(s) and Professional Trustee(s) to sign together
- *If this option is selected please specify number of authorised signatories on behalf of Member Trustees
- *If this option is selected please specify number of authorised signatories on behalf of Professional Trustees

OR

- ☐ Professional Administrator(s) only to sign
- *If this option is selected please specify number of authorised signatories on behalf of Professional Trustees

*Please indicate below any special instructions:

Any ONE Trustee and ONE Pension Practitioner.Com signatory as per the Pension Practitioner.Com signatory list. I/We hereby authorise Metro Bank PLC (The Bank) to deduct from my/our pension scheme bank account such management charges/fees and adviser charges/fees as may be notified from time to time to the bank under the sole instruction of two authorised signatories of Pension Practitioner.Com.



6. DECLARATION AND SIGNATURE(S)

Fraud Prevention Agencies

If you give false or inaccurate information and fraud is identified or suspected, details may be passed to fraud prevention agencies and/or CRAs to prevent fraud and money laundering. Law enforcement agencies may access and use this information.

You authorise Metro Bank to disclose details of your account(s) to your professional adviser (as detailed below) and your pension provider as named on the application form, or their successors in title.

Use of Your Information

More information is available about how Metro Bank will use your information. You can find this at the beginning of the document "Our Service Relationship with Business Customers". More detailed information is also available in our "Guide to the Use of Your Information". Both of these documents are available on request. **By signing this form you agree to Metro Bank using your information as set out above and in the ways described in the above literature.** You can contact us in writing at Metro Bank PLC, One Southampton Row, London, WC1B 5HA or via email at enquiries@metrobank.plc.uk.

Declaration

Metro Bank's decision to offer you this Pension Scheme Bank Account is based on the information set out in this application. By applying for this Pension Scheme Bank Account, you declare that the information set out in this application is, to the best of your knowledge and belief, correct and not misleading. If any of the information provided in this application changes you must inform Metro Bank promptly in writing.

Your Pension Scheme Bank Account will be subject to the terms and conditions outlined in the documents "Our Service Relationship with Business Customers" and the "Important Information Summary" for this product. As you are applying for a joint account, you acknowledge that each of you is separately responsible for complying with the document "Our Service Relationship with Business Customers" and the "Important Information Summary". If any one of you does not comply, Metro Bank can take action against any or all of you alone or together.

Before signing this Pension Scheme Account Opening Request you should carefully read the document "Our Service Relationship with Business Customers" and the "Important Information Summary" for this product. If there is any term that you do not understand, please discuss it with a Metro Bank Partnerships Service Centre Specialist before signing.

I certify that I have reviewed the Pension Trust Deed in respect of the above named Pension Scheme and:

- The pension has been properly constituted
- The details shown above are complete and accurate
- The Trustees are empowered to open an account at Metro Bank PLC
- The Trustees are empowered to operate the account/to appoint representatives to operate the account
- To facilitate operations on the account the Trustees are empowered to utilise any electronic banking service available from Metro Bank PLC
- The Trust Deed will be available for inspections by the Bank, if required and that the copy will be retained for a period of 6 years after the account has closed
- The signatories on the account mandate (section 6) have been authorised and appointed by all the trustees or the trustees' representatives
- We permit Metro Bank PLC to make enquiries to HMRC to confirm this scheme is registered with them for tax relief and exemptions and we authorise HMRC to provide this information to Metro Bank PLC upon request

By signing this form we acknowledge receipt of details of the Financial Services Compensation Scheme Information Sheet.

We confirm that the Account is to be subject to the Pension Scheme Bank Account Important Information Summary and the Terms and Conditions as set out in "Our Service Relationship with Business Customers" Part 4 Section 40.

Professional Administrator(s)

Print name

Position

Signature

Date

Print name

Position

Signature

Date

Pension Scheme Account Opening Request (continued)

6. DECLARATION AND SIGNATURE(S) (continued)

Member Trustee(s)/Authorised Signatory(ies)

Print name

ROBERT BOYD

Signature

Robert Boyd

Date 13.2.2017.

Print name

DARREN LLOYD

Signature

Darren Lloyd

Date 13.2.2017

Print name

Signature

Date

Print name

Signature

Date

Print name

Signature

Date

Print name

Signature

Date

7. PROFESSIONAL ADVISOR DETAILS

Name of Company Pension Practitioner. Com Limited

Address
Daws House
33-35 Daws Lane, London

Post code NW7 4SD

Telephone Number 08006344862

Contact Name Brad Davis / Georgina Stuliglwa

Email info@pensionpractitioner.com

Financial Services Compensation Scheme

Information Sheet

BASIC INFORMATION ABOUT THE PROTECTION OF YOUR ELIGIBLE DEPOSITS	
Eligible deposits in Metro Bank PLC are protected by:	The Financial Services Compensation Scheme ("FSCS") ¹
Limit of protection:	£75,000 per depositor per bank ²
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £75,000. ²
If you have a joint account with other person(s):	The limit of £75,000 applies to each depositor separately. ³
Reimbursement period in case of bank's failure:	20 working days. ⁴
Currency of reimbursement:	Pound sterling (GBP, £) or, for branches of UK banks operating in other EEA Member States, the currency of that State.
To contact Metro Bank PLC for enquiries relating to your account: To contact the FSCS for further information on compensation:	Metro Bank PLC One Southampton Row London WC1B 5HA Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: ICT@fscs.org.uk
More information:	http://www.fscs.org.uk
Acknowledgement of receipt by the depositor:	

ADDITIONAL INFORMATION

¹ Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank should occur, your eligible deposits would be repaid up to £75,000 by the Deposit Guarantee Scheme.

² General limit of protection

If a covered deposit is unavailable because a bank is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £75,000 per bank. This means that all eligible deposits at the same bank are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £75,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £75,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- (b) a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

Store Opening Hours: Monday - Friday 8am - 8pm • Saturday 8am - 6pm • Sunday 11am - 5pm
Local UK Call Centre: 0345 08 08 500

metrobankonline.co.uk

ADDITIONAL INFORMATION (continued)

More information can be obtained under <http://www.fscs.org.uk>

³ Limit of protection for joint accounts

In case of joint accounts, the limit of £75,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £75,000.

⁴ Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £75,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. Again, there are specific exceptions to this obligation.

In the case of a depositor which is a large company, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 December 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

In the case of a depositor which is a small local authority, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 June 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank shall also confirm this on the statement of account.

EXCLUSIONS LIST

A deposit is excluded from protection if:

- (a) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank.
- (b) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- (c) It is a deposit made by a depositor which is one of the following:
 - credit institution
 - financial institution
 - investment firm
 - insurance undertaking
 - reinsurance undertaking
 - collective investment undertaking
 - pension or retirement fund¹
 - public authority, other than a small local authority.

The following are deposits, categories of deposits or other instruments which will no longer be protected from 3 July 2015:

- deposits of a credit union to which the credit union itself is entitled
- deposits which can only be proven by a financial instrument² unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014
- deposits of a collective investment scheme which qualifies as a small company³
- deposits of an overseas financial services institution which qualifies as a small company⁴
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company⁵ – refer to the FSCS for further information on this category

For further information about exclusions, refer to the FSCS website at www.FSCS.org.uk

¹ Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

² Listed in Section C of Annex 1 of Directive 2014/65/EU

³ Under the Companies Act 1985 or Companies Act 2006

⁴ See footnote 3

⁵ See footnote 3