

STEVENSON PRIDE

Michelle Lunnon
Pension Practitioner.com
Daws House
33-35 Daws Lane
London
NW7 4SD

18th December 2014

Dear Michelle,

Please find attached the following paperwork in connection with Fenwick case:-

Yeadley Stalybridge Ltd
Scorpion Agreement
Trust Deed
Nomination of Beneficiary form
Metro Bank Form
Admin Agreement
Cover Letter
Fenwick Letter
LOA x 3

Yours sincerely,

Samantha James
Admin Support
Stevenson Pride

DOCUMENTS AUTHORITY FORM

To:

SCOTTISH LIFE
ROYAL LONDON HOUSE
ALDERLEY ROAD
WILLOWBANK SK9 1AF

Ref: D/2555211

I/We,

ANDREW YEASLEY

Who live(s) at

1 LAUREL BANK
STALYBRIDGE SK15 2HN

Telephone number (day time)

0161 338 333 or 07812 974708

Require any papers, documents, pension fund valuation and other such information held by you to be provided under my authority to Fenwick Solicitors, Solicitors Regulation Authority ID 596825 and Pension Practitioner.Com Limited, FCA Number 651082, Company Reg. Number 06028668.

This authority shall remain in force for 1 year from the date of this authority letter or until such time that I revoke this.

Signed: A Yeasley Dated: 15.12.2014

DOCUMENTS AUTHORITY FORM

To:

DELTA PENSION PLAN
c/o JARROINE LOYD
6 CLUTCHED PRIARS
LONDON EC2N 2PH

Ref:

DELTA PENSION PLAN WK42300JA

I/we,

ANDREW YEARDLEY

Who live(s) at

1 LAMPUR BANK

STALYBRIDGE SK15 2HW

Telephone number (day time)

0161 338 3333 or 07812 974708

Require any papers, documents, pension fund valuation and other such information held by you to be provided under my authority to Fenwick Solicitors, Solicitors Regulation Authority ID 596825 and Pension Practitioner.Com Limited, FCA Number 651082, Company Reg. Number 06028668.

This authority shall remain in force for 1 year from the date of this authority letter or until such time that I revoke this.

Signed:

A Yeardley

Dated:

15.12.2014

DOCUMENTS AUTHORITY FORM

To:

Buck CONSULTANTS
Forty Four Peter St
MANCHESTER
M2 5GP

Ref: GEORGE FISCHER PENSION SCHEME - GFS / AD / 7 / YEABOLLY / DEFERRED / CH

I/we,

ANDREW YEABOLLY

Who live(s) at

1 LAUREL BANK

STALYBRIDGE SK15 2HN

Telephone number (day time)

0161 338 3333 or 07812 974708

Require any papers, documents, pension fund valuation and other such information held by you to be provided under my authority to Fenwick Solicitors, Solicitors Regulation Authority ID 596825 and Pension Practitioner.Com Limited, FCA Number 651082, Company Reg. Number 06028668.

This authority shall remain in force for 1 year from the date of this authority letter or until such time that I revoke this.

Signed: A Yeabolly Dated: 15.12.2014

Fenwick Solicitors

SOLICITORS AND COMMISSIONERS FOR OATHS

Dear Sir/Madam

**Establishment of Small Self-Administered Scheme
Yeardeley Stalybridge Limited Pension Scheme
Transfer in Existing Pension Benefits**

Thank you for instructing us to set up the above single member scheme with your Company as the sponsoring employer. Although we are instructed by you as employer to set up your scheme, by signing our terms and conditions below you agree to our terms found both in this letter and the terms and conditions annexed hereto as employer and on behalf of those to become trustees and member of the scheme. Consequently you waive any conflict of interest that may arise by our acting for your and indirectly for those to become trustees of the scheme.

Our Fees and your Needs

1. £800.00 for carrying out the necessary legal and administrative work for the application, verification, establishment and registration of your one-member scheme at HMRC with me as 1st administrator and Pension Practitioner Limited as 2nd scheme administrator.

On completion of the set up (and transfer in), we shall relinquish this administer role in favour of Pension Practitioner.com Ltd and by signing our terms and conditions agree to this. However our service during the set up period will be conditional Pension Practitioner .Com Limited being the joint signatory on the scheme bank account. Once the scheme and bank account is set up we will also assist with the transfer into this new scheme of your existing rights.

2. £200.00 for submitting each discharge form up to 2 ceding transfer schemes for the transfer of your existing rights. We will charge any further existing right transfers you request under a time and disbursement basis.

Both set up and discharge form fees are payable once the last ceding transfer is received or pro rata based on the above estimate in the event that ceding transfer schemes refuse to remit the balances to your new scheme account.

Disbursements

1. £800.00 per annum, (payable quarterly), annual scheme administration of Pension Practitioner.com Limited who shall act as scheme administrator. As we understand that you have chosen Pension Practitioner.com Ltd to carry out the annual administration of your scheme; their terms of business will be enclosed with the set up documents, but a copy of their terms are available via their website www.pensionpractitioner.com.

Total Fees and Disbursements= £2,640.00 including VAT

Until payment is received in cleared funds we will approve the rules on your behalf and only let you have these once payment has been received as described in this letter. We shall, however, continue to guide you in accordance with those rules and where appropriate provide you with a summary of its contents.

Please note that by signing our Terms and Conditions annexed to this letter you agree that we may take instructions on your behalf from Mark Stevenson.

Whilst you wish registration with HMRC to occur as soon as possible there will be delays are now the norm due to the incidence of pension liberation (see the attached Scorpion Letter which you should read carefully). As a consequence of this you should allow us 3 months to set up the scheme and complete any transfer from your ceding scheme could take a further period of time. We will however inform you within 14 days of completion of our service as described above, however, due to the constant sometimes arbitrary changes in the requirements of HMRC, scheme banks and ceding schemes this firm takes no responsibility for any delays in completing our work.

Trustee Bank Account Mandate

Find enclosed the trustee bank account mandate for signature by the trustees and return to me by email only. By signing our Terms and Conditions you accept that the trustees have free choice to open a trustee account with any bank but have chosen to use Metro Bank who we have set up arrangements with. You also confirm that you agree to Pension Practitioner.com Ltd being a co –signatory on the account as part of their administration services to ensure that any payments made are authorised by HMRC.

This mandate also allows authorised signatories of Pension Practitioner .Com Limited to request payments from the scheme account of both ours and their fees as described above as and when payable.

Trust Deed and Rules

Find enclosed the Trust Deed (less the Rules) of the scheme for yours and the trustees' signatures and return to me. On receipt I will add the rules we approve on your behalf to it and date it to establish the scheme. Please sign where provided on the page for the director and company secretary to sign on behalf of the company. The trustees should then both sign individually where provided as individual trustees and these signatures should be witnessed by someone not related to them who should then sign below as witness also in their presence before printing their full names and addresses. Please then return these to me as soon as possible.

The original scheme rules along with the original trust deed you have signed will be made available to you only once our fees as quoted above have been paid in full. This will be sent by post to you and by signing our terms and conditions you agree jointly and severally to be strictly liable for any breach of my copyright over the trust deed and rules or for any reproduction thereof. You also agree that you will not

pass the trust deed and rules or any copy thereof to any third party or agent of yourselves except on a change of administrator the new registered administrator of your new scheme. Until then we at our discretion may agree to forward a copy of the rules by post to any prospective new administrator of your scheme.

The important difference between these Scheme rules and other SSAS rules will be that loans to the employer company (who you have said will be non-trading) will not be permitted.

Underlying Investment Strategy of the SSAS

Pension Practitioner.Com Limited has advised that the intended investment strategy of the scheme shall be as follows:

A fractional share in property to be developed at Harmony Bay through Akbuk Resort Group. The scheme will hold £5,000 of its funds with Metro Bank, the balance will be held by the Independent Trustee with Tier One Capital Limited in the Cascade Cash Management Facility subject to your agreement. Tier One Capital Limited is regulated by the FCA.

You will have an independent trustee, Workplace Pension Trustees Limited who will ensure that the percentage split of assets held is consistent with the objectives of the scheme and will liaise with you and your agent on this. Workplace Pension Trustees Limited is the trustee company of Pension Practitioner .Com Limited and their cost as Independent Trustee will be met in full by Pension Practitioner .Com Limited. They will be appointed under trust deed and will be a co-trustee of the scheme's assets; but not the beneficiary.

If you decide to change your mind on this investment selection, Pension Practitioner .Com will return the pension transfers to your current pension providers but cannot make that change if you notify us 7 days after receiving the pension transfer payment(s) into your trustee pension scheme bank account. The investments will therefore be made only to the investments stated in this letter.

Financial Services Compensation Scheme

The investments you are making have not been subject to regulated advice. Therefore, you have no recourse on the agent or any firm connected to the investment selection should you incur a loss. You may have been informed that Akbuk is not covered by the Financial Services Protection Scheme (FSPS). The scheme pays £50,000 per person per firm in the event of loss arising from bad investment advice, poor investment management or misrepresentation; when an authorised investment firm goes out of business and cannot return investments or money.

Protection is available in respect of the Cascade Cash Management scheme for £85,000 per person per firm under the FSCS but may not be available if you transfer funds from Cascade in future.

Taxable Property Regulations

In simple terms, we allow access to any investment that does not attract HMRC tax charges and that asset has an intrinsic and future realisable value.

Pooled investment vehicles are permitted to invest in residential property and tangible moveable property provided pension scheme members and any connected parties are not able to influence or control the investment strategy. Therefore, where a fund is structured correctly it is possible to invest in almost any asset class.

We have a due diligence process (outside the fees quoted herein) to check that, in our opinion, unusual investments will not be deemed as taxable. We will also look at the marketing of such investments since those which are pooled and not authorised by the Financial Conduct Authority cannot be marketed to the general public. For this reason, we expect advice to have been given by an independent financial adviser unless the investor certifies themselves as sophisticated or of high net worth.

The FCA deems hotel room investments to be Unauthorised Collective Investment Schemes (UCIS). This is an attempt to bring what are otherwise unregulated investments, inside the regulatory framework and therefore within the FCA's jurisdiction, with all the regulatory implications that UCIS entails. Akbuk has notified Pension Practitioner .Com Limited that the investment you are making does not fall within UCIS as the investment is being acquired via an LBG; it is therefore not a UCIS. Our terms of engagement will not cover the investment merits of the Akbuk, nor whether the basis of opinion behind Akbuk's reasoning is a correct one. Our terms of engagement does not also cover assessing whether the investment amounts to taxable property. We do however reserve the right to refuse any investment we feel may be deemed as taxable. However, since the scheme member trustees determine the investment strategy of the pension scheme, we cannot be held liable for any tax charges that may be imposed by HMRC.

All taxable investments must be reported to HMRC and the tax charge will usually be paid out of the pension scheme; it can also fall on the scheme member. In order for us to consider any investment, you agree to provide us with all information related thereto that we request.

Who can be a trustee?

Generally, anyone aged 18 years and over, and legally capable of holding property, is eligible to be a trustee. There are some exceptions, which are described below.

Disqualification

A person is disqualified from being a trustee if:

They are convicted of an offence involving dishonesty or deception (unless the conviction is spent);
 They are an undischarged bankrupt, or have entered into certain other voluntary agreements with creditors;
 They have been disqualified from acting as a company director;
 They have property in Scotland which is covered by a sequestration order;
 The person is a company and any director of the company has been disqualified from being a trustee;
 or
 The person is a Scottish partnership and any of the partners has been disqualified from being a trustee.

By signing our Terms and Conditions of Business you confirm that none of the above apply to the trustees who comply with the rules stated herein on eligibility.

Termination of the Retainer

Whilst we rarely cease acting, circumstances may occur where we feel we are unable to continue. Examples of where we will cease to act include where we feel that the trust is being handle in a manner that is against the interests of its members or beneficiaries and certainly where it acts in our opinion in

Regulated by The Solicitors' Regulation Authority

where provided at the top of the front page to indicate you have read the document.
 9. Direct Debit Mandate.

Please contact us with any questions you might have.

We look forward to hearing from you and hope to provide you with a speedy and efficient service.

Yours sincerely

Tony Bayagbona

breach of any applicable laws, regulations or guidances from HMRC or the Pensions Regulator. If this happens we will bill you for the work done to that date on a pro rata basis of our fixed fee above and return the file to you after payment is received.

Supervision and Complaints

I am the solicitor who shall have day to day conduct of the set up and transfer in of your existing rights. G McCloskey this firm's Head of Pensions will assist me in this matter. As Gavin also has a financial interest in Pension Practitioner.com Ltd and is also one of its key employees, he wears two hats during the set up period of your scheme.

Should your case handler change we will inform you of this and the name and status of the new case handler.

I am also the principal of this firm with overall responsibility for your matter. If you are dissatisfied for any reason with our service or our bill you have a right to complain and have your complaint heard without charge. If so dissatisfied, we have a written complaints procedure which will be made available to you when we receive your letter or email headed "Complaint" sent to the addresses above or to tony@fenwick.org.uk.

If you are still unhappy at the end of this process, you have a right to complain to the Legal Ombudsman. Details of furthering your complaint in this manner can be found at www.legalombudsman.org.uk.

The Next Step

1. Please read carefully our Terms and Conditions of Business before signing this and email it to us.

Please also sign and return the following:

2. The signed bank mandate.
3. The signed Trust Deed as described in this letter.
4. The signed Administration Agreement
5. The signed Invitation Letter
6. The signed Nomination of Beneficiary form
7. Let us have your passport or divers licence and counterpart and utility bill within the last 3 months both certified as true copies perhaps by a financial adviser.
8. Please email us the Pensions regulator Scorpion letter showing that you have signed and dated where provided at the top of the front page to indicate you have read the document.
9. Direct Debit Mandate.

Please contact us with any questions you might have.

We look forward to hearing from you and hope to provide you with a speedy and efficient service.

Yours sincerely

Tony Bayagbona

Fenwick Solicitors

FENWICK SOLICITORS: TERMS OF BUSINESS PLEASE READ CAREFULLY

These terms set out the basis on which Fenwick Solicitors works for its clients. They apply to all work undertaken by Fenwick Solicitors, small or large.

1. DEFINITIONS

The words and phrases set out below have the following specific meanings

- “Terms” means these Terms of Business;
- “us”, “we”, “our” or “firm” mean Fenwick Solicitors, authorised and regulated by the Solicitors Regulation Authority with ID No. 596825;
- “you” or “your” mean our client/s;
- “Contract” means the agreement between us and you relating to the provision of our services;
- “covering letter” means the letter or email sent to you referring to these Terms and setting out any particular terms applying to the work you have asked us to do. If there is a conflict between the covering letter and these Terms the provisions of the covering letter will override these terms;
- “Regulations” means the Consumer Protection (Distance Selling) Regulations 2000.
- “Disbursements”, means any costs or payments that we incur on your behalf, e.g. barrister’s fees, agents’ fees, couriers etc;
- “Estimate” means a provisional estimate of our fees which is not intended to be legally binding and which may be exceeded;
- “Quotation” means a firm indication of our fees for a specific piece of work;
- “written” includes information or material which is provided electronically.

2. THE CONTRACT BETWEEN US

The covering letter, these Terms, and any written amendments that we agree form the Contract between us. This Contract will be concluded:

- When you confirm that the provisions of the covering letter are agreed; or
- When you give us any specific instructions to act on your behalf or request advice from us, or after you have received the covering letter provided that you have raised no objections to its provisions.

We require instructions to be confirmed by email or letter or in person but it is recognised that in short or urgent cases this is not always practical. In such cases written confirmation should be provided as soon as reasonably possible.

The scope of work for each instruction, matter, project or assignment shall be as agreed between you and us at the outset of each instruction. It may be extended or amended by agreement.

As part of our normal procedure in relation to advisory work we may request from you written confirmation of any relevant statements of fact, opinion or other representations which have been given in the course of the Contract. We will also expect you to confirm that all important and relevant information has been brought to our attention.

3. CONSUMER COOLING OFF RIGHTS

If you are a private individual consumer and you instructed us without someone from the firm being physically present, the Regulations may apply, giving you the statutory rights:

- To terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. Where you have this right, and decide to use it, you can do so by sending a written notice of cancellation addressed to the lawyer in charge of your case within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you, either at your request or if we consider it appropriate, before the cooling off period expires. If you wish us to wait until the cooling off period has expired before starting our work, please advise us in writing immediately;
- To request we complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with you is on the basis that we shall not be required to meet any such 30 day deadline, given our services generally require more time to complete.

4. WORK THAT IS NOT INCLUDED

Unless we have otherwise agreed with you in writing we will not provide you with legal advice on the following issues;

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties; or
- Investment advice; or
- Financial planning; or
- Accounting.

We may comment on your need for advice in these areas and also make comment on specific issues that have arisen in relation to them but this will be general passing comment only and will not constitute legal advice. We have access to a wide network of specialist lawyers and other professionals who are able to advise on these issues and with your agreement we can arrange for specific detailed advice in these areas. The terms upon which such advice is provided are likely to vary depending on the ultimate provider.

Responsibility for the detection and prevention of fraud, error and non-compliance with any law or regulation applicable to your business rests with you unless we are expressly engaged to advise you on such matters. Where we are expressly engaged to assess your compliance with a specific law or regulation we will do so using reasonable judgment on the basis of the information and material made available by you.

5. INSTRUCTIONS & AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

We may ask you to provide evidence of your identity and/or authority to instruct us. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately by giving written notice to you.

7. DELEGATION OF WORK

The individuals named in the covering letter shall have primary responsibility for your work, but may delegate appropriate parts of the work to others acting under proper supervision. The Principal Tony Bayagbona (SRA ID 20288), a solicitor of over 15 years post qualification experience, has final responsibility for your work and if there is any aspect of our services that you are unhappy with, you should discuss it with him.

If you instruct us in relation to issues that fall outside the range of work that we normally undertake we may involve other lawyers on an agency basis especially those with whom we have reciprocal arrangements. In such cases we shall provide you with full information at the time of such involvement.

8. FEES

By instructing us you are accepting responsibility for payment of our fees. These fees will be based on the time that our personnel expend on your behalf and may be enhanced to take account of the value of any property involved, the skill and specialised knowledge that has been required, and the degree of urgency and importance that the matter has for you. We will discuss these issues with you at the outset and during the course of the contract.

The amount of time we spend on the contract is recorded by activity in units of 1/10th of an hour. We round our time up to the nearest 1/10th in respect of each activity. Our current hourly rates are £250.00 per hour unless our covering letter offers a fixed fee charge or a global estimate not dependent of how much time is spent. We may increase our hourly rates in the course of the contract (but not normally more than once a year) and we shall notify you of this if relevant.

Waiting and travelling time is charged at 75% of the current hourly charge.

Our fees are inclusive of any VAT and any direct costs and expenses and disbursements which we incur in relation to your work including travel, accommodation, subsistence, postage, couriers, phone calls, agents and barristers etc.

We will usually raise interim invoices on a weekly or monthly basis and at the time of incurring any direct expenses on your behalf but other relevant issues in determining the frequency of our invoices will include the nature of the contract on which we have been asked to act, the amount of our unbilled time, the amount of time that is being spent on the contract and your financial circumstances.

At the end of the contract we will review the fees that we have charged and will prepare our final bill. The final bill will include any time, disbursements and expenses which have been incurred but not previously invoiced.

All our invoices are immediately due on the date on which they are raised. For continuity it is important that you pay our invoices promptly on receipt as a delay in payment is a breach of the contract.

9. ESTIMATES & QUOTATIONS

Both Estimates and Quotations (which are very different to each other – see Definitions above) are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate still less a Quotation, particularly where documentation needs to be prepared or negotiated, and where the legal or factual issues are complex.

Where we give a written Estimate or written Quotation we will be bound by its terms. But if it transpires that the information that we have relied on is incomplete or not fully established or if wholly unforeseen issues arise as the contract progresses which have a bearing on the amount of time which we have to spend, or upon any Disbursements or other costs which have to be incurred we reserve the right to charge for the additional time on our usual charging basis. We will advise you of any such changes in circumstance as soon as we become aware of the full scope of the necessary work. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

10. MONIES ON ACCOUNT

We have the right to require you to pay money on account of our prospective invoices at any time before and/or during the Contract. Money held on account will be placed in a Clients Account and you will be credited with any interest earned subject to a minimum of £20. Once an invoice has been delivered to you in hard copy or electronically we will be entitled to use the money held on account to pay or partly pay that invoice.

11. LATE PAYMENT

As indicated above all our invoices – interim and final - are payable in full upon receipt.

We shall deliver invoices electronically and in hard copy. If any of our invoices are not paid promptly:

- We may charge you interest on the outstanding amounts at the statutory rate or at the rate payable on judgment debts, and;
- We will have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you immediately on giving written notice, and;
- We will have the right to apply to any Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you.

Where the covering letter is addressed to more than one person, or where we have agreed with the addressee of the covering letter to act for another person as well, each of you will be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

12. COMPLAINTS REGARDING OUR FEES

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed.

If you are not satisfied with the amount of our fees, you should first take the issue up with us. If we are unable to resolve the matter to your satisfaction you may be able to take the matter up with the Office for Legal Complaints and/or with the Courts.

13. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently £2,000,000 for partnerships and £3,000,000 for recognized bodies); and
- We do not limit our liability for death or personal injury resulting from our negligence. Our total liability to you shall therefore be limited as follows:
 - Irrespective of the legal basis on which any claim against us is made (except for claims for death or personal injury arising from our negligence) our total aggregate liability to you shall be limited to £3Million.
- You agree that we shall not be liable to you in any circumstances for any consequential, special, exemplary or indirect losses costs or damages whether or not they might have been foreseeable at the start of the contract, or for any damages costs or losses attributable to lost profits or opportunities.
- You agree that if, as a matter of law, any of our solicitors, employees, consultants or agents would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our solicitors, employees, consultants or agents for any matter arising in any way out of the contract.
- Accordingly any claim you wish to make can only be made against the firm and not against an officer, shareholder, employee, consultant or agent of the firm.
- Any legal proceedings arising from or in connection with the Contract must be formally commenced within 12 months from the date when the party bringing the proceedings becomes aware or ought reasonably to have become aware of the facts which give rise to the liability alleged and in any event not later than 24 months after any alleged breach of contract, negligence or other act or omission.

This provisions of this section 13 shall survive any cancellation or termination of the Contract.

14. JOINT LIABILITY

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable

proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- “loss or damage” shall include all recoverable amounts, including legal costs; and
- The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and
- It shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

15. FRUSTRATION / FORCE MAJEURE

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

16. REGULATORY MATTERS

We do not provide investment advice of any kind.

We are regulated by the Solicitors Regulation Authority (SRA) in the conduct of our law practice. We have effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors' Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor's practice or in connection with a trust of which the solicitor is a trustee.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, and the proceeds of crime. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information such as evidence of your identity and if applicable that of directors, partners, trustees and controllers of your company or firm and all connected shareholders that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

17. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the

same or related matters, or there is a significant risk that this might happen; or

- If any instructions you give us conflict with our professional duties or obligations as solicitors.

18. TERMINATION

We expect to be retained to the completion of every contract however you may immediately terminate the Contract in writing at any time if you wish us to stop acting for you.

We may also cancel the Contract:

- On giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in sections 6, 9, 11, 16 and 17 above.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to the contract.

In the event that you terminate the Contract or if we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time together with any committed costs and expenses and the charges reasonably necessary to complete the work in hand and effect an orderly handover. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

Neither you nor Fenwick Solicitors shall have any claim against the other for any loss arising from early termination or withdrawal.

19. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices. Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than six years, either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

20. EMAIL, FAX AND IT MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email VOIP and other electronic means to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional electronic communications, including email, may present security risks in certain circumstances. It cannot be guaranteed to be secure or virus or error free and could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. You shall be taken to have accepted those risks unless you tell us not to use specific means or methods of communication.

If you would like us to use encrypted communications you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

It is agreed that the firm and its clients will use commercially reasonable procedures to check electronic communications for viruses and shall each be responsible for protecting their own systems and interests in relation to electronic communications and neither shall have any liability to the other on any basis in respect of any error, damage, loss or omission arising from electronic communications, provided that this exclusion shall not apply to the extent that any liability arises from the criminal or fraudulent acts or representations made by any employee of either party.

21. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

22. AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

23. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

There may be circumstances where a third party seeks to request us to report to them. Any contractual arrangement between you and a third party which seeks to impose such requirements on us will not, as a matter of law, be binding on us. However we may, depending on the circumstances, agree to provide reports to third parties at your request. Any such possible requirements must be discussed with us at the earliest opportunity and well before the other arrangement is finalised. In this regard however it is our policy not to extend our duty of care.

Any legal advice that we give or any services we provide for you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to)

unless we expressly agree to be liable to the recipient(s) in writing. No other person shall be entitled to rely on our services except when they have obtained our prior written consent to do so.

24. DATA

Fenwick Solicitors is registered with the Information Commissioner for data protection purposes. If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, and to confirm any information you have given us;
- To provide you with our products and services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For our own internal purposes in connection with risk management matters and resolving disputes;
- For producing statistics, analysis of our practice and other information relating to our business, providing this shall not identify you personally, and
- For legal and regulatory compliance and statutory returns.

Our use of personal information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access to the personal data that we hold about you.

25. CONFIDENTIALITY AND DISCLOSURE

We are regulated by the Solicitors Regulation Authority and subject to the rules and principles governing confidentiality and solicitor's conduct which can be found at www.sra.org.uk

It is possible that we may now or in the future hold for another past, present or future client confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

26. COMPLAINTS

If you are unhappy about any aspect of our service please tell the Principal immediately.

27. REFERRALS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

28. GENERAL

The Contract is governed by English law. You agree that any dispute or claim you may bring against us shall be subject to the exclusive jurisdiction of the English Courts. Any dispute or claim we may bring against you shall be subject to the non-exclusive jurisdiction of the English Courts.

Terms Accepted by (signature): *A Yearley*
Print Name: *A YEARLEY*
On Behalf of : Date: *15.12.2014*

Position: *TRUSTEE*

Please return a signed copy to us and retain a copy for your own records

Andrew Yeardley
1 Laurel Bank
Stalybridge
SK15 2HN

15/12/2014

Dear Andrew,

Yeardley Stalybridge Limited Pension Scheme ("the Scheme")

This letter outlines the features of the Scheme as they would apply to you and invites you to become a member.

CONSTITUTION

The Scheme is to be a registered pension scheme within the meaning of Part 4 of the Finance Act 2004, governed by rules adopted by a deed dated ("the Rules") and administered by the trustees for the time being ("the Trustees"). The Rules will over-ride this letter in the event of any conflict between them. References to specific Rules are given for convenience in some of the headings below.

ADMISSION TO MEMBERSHIP (Rule 16)

Admission to the Scheme is at the discretion of the Company

CONTRIBUTIONS (Rule 17)

The Rules allow members, their employers and you to make contributions to the Scheme. The Rules do not make contributions by any person compulsory.

INDIVIDUAL FUNDS

Each Member of the Scheme has an "Individual Fund", built up through (i) contributions by/in respect of the Member and (ii) any transfer payments in respect of the Member from other schemes, adjusted to take account of the investment experience of the Scheme.

All benefits paid to or in respect of a Member are paid out of (and therefore their amount is limited by) his Individual Fund.

The Individual Fund will be further limited by the lifetime allowance, which at the date of this letter is £1.25 million.

BENEFITS FOR MEMBER (Rule 19)

The latest age at which benefits may be drawn is 77 and the earliest age is usually 55 but you may be able to draw benefits earlier if you suffer from incapacity or serious ill-health, or if you had an unusually low normal retirement age under the previous tax regime.

The Rules allow you to take benefits at any age consistent with this new tax regime. "Retirement" in this letter means simply drawing benefits during your lifetime.

On retirement, your Individual Fund will be applied by the Trustees to provide - at your request - a lump sum, which is payable free of income tax under current law. The

maximum lump sum is usually 25% of the Individual Fund, but may be more or less in some cases, particularly for members with "transitional protection" of rights built up before A-day.

The remainder of your Individual Fund will then be designated to provide pension in the form of income withdrawal. This is essentially a pension drawn from the Individual Fund, the amount of which can be varied between:

- a minimum of nil and
- a maximum set every 3 years based on 100% of the single life annuity which could be bought with the Individual Fund.

When you reach age 77 the ability to draw an initial lump sum is lost.

BENEFITS ON DEATH (Rule 20)

On your death, the Trustees will use your Individual Fund to provide lump sum benefits and/or pensions for your dependants and other beneficiaries in accordance with the Rules.

The Rules give the Trustees wide discretion as to both the form of benefits and the recipients:

- pensions can be provided for dependants (which includes spouses and civil partners, children up to age 23 and others actually dependent on you);
- lump sums can be paid to any person.
- Some or all of your fund can be paid to a registered charity.

STATE PENSION ARRANGEMENTS

The Scheme is not contracted out of the State Second Pension Scheme.

TERMINATION (Rule 14)

The Scheme may be terminated in accordance with the Rules. In the event of its termination the assets of the Scheme will be applied for the benefit of Members having regard to their respective Individual Funds.

AMENDMENT (Rule 3)

The power to amend the Scheme may be exercised by the Principal Employer

ENQUIRIES / PROBLEMS

General enquiries about the Scheme or about your entitlement to benefit should be directed to the Administrator at Daws House, 33-35 Daws Lane, London. NW7 4SD.

OPAS (The Pensions Advisory Service) is available at any time to assist members and beneficiaries of the Scheme in connection with any pensions query they may have, or any difficulty which they have failed to resolve with the Trustees or the administrators of the Scheme.

The Pensions Ombudsman appointed under section 145(2) of the Pension Schemes Act 1993 may investigate and determine any complaint or dispute of fact or law in relation to an occupational pension scheme made or referred in accordance with that Act.

Both OPAS and the Pensions Ombudsman may be contacted at 11 Belgrave Road, London SW1V 1RB.

The Pensions Regulator is able to intervene in the running of schemes where trustees, employers or professional advisers have failed in their duties.

The Pensions Regulator may be contacted at Napier House, Trafalgar Place, Brighton BN1 4DW.

DATA PROTECTION

The Trustees are a "data controller" for data held about you in connection with the Scheme. This data may be used for any reasonable purpose connected with the administration of the Scheme, including decisions about the amount of benefits and eligibility for those benefits.

Data may be disclosed to delegates, agents and professional advisers but will otherwise be disclosed only with your consent or as required by law.

You are entitled on request to see copies of any personal data held about you, and to be told its source.

APPLICATION FOR MEMBERSHIP

If you wish to apply for membership of the Scheme, please sign and return this letter.

Signed A. Yeardley Name A. YEARDLEY

(Authorised signatory of Yeardley Stalybridge Limited)

I apply for membership. I agree to abide by the terms of this letter and the Rules.

Signed A. Yeardley Andrew Yeardley

Date 15.12.2014

Dated:

2014

- (1) **Andrew Yeardley** (TRUSTEE)
- (2) **Pension Practitioner .Com Limited** (SUPPLIER)

**ADMINISTRATION SERVICES
AGREEMENT for the
YEARDLEY STALYBRIDGE LIMITED
PENSION SCHEME**

"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 Yeardley Stalybridge Limited 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

"VAT" means Value Added Tax charged under or pursuant to the Value Added Tax Act 1994.

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 including VAT 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 exercise its powers under the Trust Deed to wind up the Scheme.

6.4 If any amount in respect of VAT is paid by the Trustee to the Supplier and it subsequently transpires that the supply made by the Supplier to which such amount relates was not chargeable with VAT, the Supplier shall repay to the Trustee an amount equal to the amount of VAT so paid by the Trustee if and to the extent that the Supplier is able to obtain a refund (whether by way of credit or repayment) from HMRC in respect of such amount. The Supplier shall use its reasonable endeavours to obtain any refund from HMRC in accordance with this clause 6.4.

6.5 The part of the Fees that is the annual management charge (see Schedule 2) including any VAT 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.

6.6 Any additional charges for additional services (including any VAT) 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 email.

- 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 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 of 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 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.

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.

This Agreement is made on

2014

Between

Andrew Yeardley of 1 Laurel Bank, Stalybridge, SK15 2HN ("**Trustee**").

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, (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, disbursements and VAT 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;

- 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)
PRACTITIONER.COM LIMITED)



Authorised signatory

.....
Title

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. Register the Scheme with HMRC under Part 4 of the Act and 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

Set up fee

A fee of £800 exc VAT

Annual Management Charge (AMC)

A fee of £800 exc VAT shall be payable annually in advance for the provision of the Services.

Administration of transfers in from other pension schemes

A fee of £200 exc VAT 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 £750 exc VAT

Pension Scheme Account Opening Request

To: The Manager, Partnerships Dept, Metro Bank PLC, One Southampton Row, London, WC1B 5HA

1. PENSION SCHEME DETAILS

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

Type: SSAS Name: Yearley Stalybridge Limited Pension Scheme

Full Name and Correspondence address of Scheme

Yearley Stalybridge Limited Pension Scheme

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

Is Scheme registered with HMRC?

☒ Yes ☐ No

If yes, please provide registration number below

Does employer pay premiums/ contributions?

☐ Yes ☒ No

If yes please complete sections A and B

A: Full Name and Address of Employer

Full Name and Address of Professional Scheme Trustee (if applicable)

WORKPLACE PENSION TRUSTEES LIMITED
Daws House
33-35 Daws Lane
London
NW7 4SD

B: Company Registration Number

2. TRUSTEES DETAILS

First Trustee

Title (Mr, Mrs, Miss) Mr

Surname Yearley

First Name Andrew

Middle Name(s)

Nationality British Citizen

Gender Male

Date of Birth 29-Feb-1960

Home Telephone Number

Work Telephone Number 0161 3383333

Mobile Number 07812974708

Email Address

Address

1 Laurel Bank
STALYBRIDGE

Postcode

SK15 2HN

Second Trustee

Title (Mr, Mrs, Miss)

Surname N/A

First Name

Middle Name(s)

Nationality

Gender

Date of Birth

Home Telephone Number

Work Telephone Number

Mobile Number

Email Address

Address

Postcode

Pension Scheme Account Opening Request *(continued)*

2. TRUSTEES DETAILS *(continued)*

Third Trustee

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	N/A
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

Fourth Trustee

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	N/A
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

3. SCHEME MEMBER DETAILS

First Scheme Member

Title (Mr, Mrs, Miss)	Mr
Surname	Yearley
First Name	Andrew
Middle Name(s)	<input type="text"/>
Nationality	British Citizen
Gender	Male
Date of Birth	29-Feb-1960
Home Telephone Number	<input type="text"/>
Work Telephone Number	0161 3383333
Mobile Number	07812974708
Email Address	<input type="text"/>
Address	1 Laurel Bank STALYBRIDGE
Postcode	SK15 2HN

Second Scheme Member

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	N/A
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

Pension Scheme Account Opening Request

(continued)

3. SCHEME MEMBER DETAILS (continued)

Third Scheme Member

Title (Mr, Mrs, Miss)

Surname

First Name

Middle Name(s)

Nationality

Gender

Date of Birth

Home Telephone Number

Work Telephone Number

Mobile Number

Email Address

Address

Postcode

Fourth Scheme Member

Title (Mr, Mrs, Miss)

Surname

First Name

Middle Name(s)

Nationality

Gender

Date of Birth

Home Telephone Number

Work Telephone Number

Mobile Number

Email Address

Address

Postcode

4. CHOOSE YOUR ACCOUNT(S)

- I/We would like to open:**
- ☐ An Instant Access Savings Account
- ☐ A Fixed Term Savings Account (please complete Section 5)
- ☒ A Community Account
- ☐ Is a cheque book required
- ☐ Is a paying in book required

5. YOUR FIXED TERM DEPOSIT DETAILS

Amount to be deposited Term (months)

Funds to be deposited by:

☐ Cheque made payable to Metro Bank

☐ Electronic transfer from another bank

Interest must be credited to an alternative Metro Bank account, please select of one of the following options:

☐ Credit interest to the Instant Access Savings Account/
Community Account applied for as indicated above

☐ Credit interest to an existing
Metro Bank Account number

Pension Scheme Account Opening Request (continued)

6. MANDATE

In this section you can tell us how many **Authorised Signatories** you wish to appoint to assist you in the use and operation of your account. If you would like to appoint more than one **Authorised Signatory**, this section also lets you tell us if they can transact on your account(s) independently or if joint/multiple authorisation is required.

Please complete the following as appropriate

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 (Terms and Conditions) and/or this Mandate on behalf of the Trustees of the Pension Scheme:

- | | |
|--|--|
| <input type="checkbox"/> Any ONE of the Authorised Signatories | <input type="checkbox"/> Any TWO of the Authorised Signatories |
| <input type="checkbox"/> ALL of the Authorised Signatories | <input checked="" type="checkbox"/> Authorised Signatories in accordance with the specific instructions set out below: |

ONE Member 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.



*We may only accept payment instructions via the telephone banking service, fax or email from the Authorised Signatories as detailed above.

7. DECLARATION AND SIGNATURE(S)

Credit Reference Agencies

When you apply for a Metro Bank Community Account, Metro Bank will undertake credit checks in order to assess your eligibility for this community account and will carry out checks to verify your identity and to prevent and detect crime and money laundering for both Community and Savings Accounts. Metro Bank will search records held by credit reference agencies ('CRAs') when considering your application.

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.

Giving Your Consent

We would like to contact you to tell you about our other products and services that we think you might be interested in. If you would prefer not to be contacted by any of the following means, please let us know by ticking the relevant box(es) below. Please tick all of the boxes if you do not want us to contact you about other products and services.

First Trustee

- ☒ Post ☒ Phone ☒ Text ☒ Email

Second Trustee

- ☒ Post ☒ Phone ☒ Text ☒ Email

Third Trustee

- ☒ Post ☒ Phone ☒ Text ☒ Email

Fourth Trustee

- ☒ Post ☒ Phone ☒ Text ☒ Email

You authorise Metro Bank to disclose details of your account(s) to your introducer 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**" included in your Welcome Pack. More detailed information is also available in our "**Guide to the Use of Your Information**" which can be provided on request. **By signing this form you agree to Metro Bank using your information as set out above and in the ways described in those leaflets.** You can contact us in writing at **Metro Bank PLC, One Southampton Row, London, WC1B 5HA** or **enquiries@metrobank.plc.uk** at any time if you would like us to stop using your data in a manner to which you have previously consented.

Declaration

Metro Bank's decision to offer you this community/savings account is based on the information set out in this application. By applying for this community/savings 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 it alters you must tell Metro Bank promptly in writing.

Your community/savings 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. If 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 form 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 Customer Service Representative 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
- Third party payments are/are not permitted (delete as appropriate)
- 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 (six) years after the account has closed
- The signatories on the attached account mandate have been authorised to act by the trustees of the scheme/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. We authorise HMRC to provide this information to Metro Bank PLC upon request.

Pension Scheme Account Opening Request

(continued)

7. DECLARATION AND SIGNATURE(S) (continued)

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

First Trustee Signature

A Teardley

Date *15.12.2014*

Second Trustee Signature

Date

Third Trustee Signature

Date

Fourth Trustee Signature

Date

Scheme Administrator Details

Name Pension Practitioner .Com Limited

Address Daws House, 33-35 Daws Lane
London, NW7 4SD

Signature

Date

8. ACCOUNT INTRODUCER 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 Stuliglowa

Email info@pensionpractitioner.com

Nomination of beneficiary form

Scheme Name: **Yeardley Stalybridge Limited Pension Scheme** (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mr. Andrew Yeardley

Date of birth: 29-Feb-1960

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: SUSAN YEARDLEY Address: 1 LAUREL BANK STALYBRIDGE CHESHIRE, SK15 2TN Proportion % 100%	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: **A Yeardley** Date: **15.12.2014**

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.

Dated:

Trust Deed

establishing the

Yeardley Stalybridge Limited Pension Scheme

Parties

- 1 **Yeardley Stalybridge Limited** (company number 09246289 (in this deed called the 'Principal Employer') of 17 Hilbre Road, West Kirby, Merseyside, CH48 3HA
- 2 **Andrew Yeardley** (in this deed called the 'Trustee') of 1 Laurel Bank, Stalybridge, SK15 2HN
- 3 **Workplace Pension Trustees Limited** (company number 08533061 (in this deed called the 'Independent Trustees') of Daws House, 33-35 Daws Lane, London, NW7 4SD

Recitals

- (A) The Principal Employer wishes to establish a pension scheme to be known as Yeardley Stalybridge Limited Pension Scheme (in this deed called the 'Scheme') intended to qualify as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004.
- (B) The Trustees have agreed to be the trustees of the Scheme.

Operative provisions

- 1 The Principal Employer establishes the Scheme and appoints the Trustees as the first trustees of the Scheme.
- 2 The Scheme shall be governed by the attached Rules, PROVIDED THAT:
 - 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer
 - 2.2 the power in Rule 4.1 (Appointment and Removal of Trustees) may be exercised by deed by the Principal Employer.
- 3 The provisions of this deed shall have effect on and from its 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
Yeardley Stalybridge Limited acting by

..... (signature)

Director Signature : *A Yeardley*
 Name : *A YEARDLEY*

Witness Signature : *[Signature]*
 Name : *MARK STEVENSON*
 Address : *4 HOLLINGWELL DR, MANSFIELD, NOTTS NG18 7GA*

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

Andrew Yeardley in the presence of:

Witness Signature : *[Signature]*
 Name : *MARK STEVENSON*
 Address : *4 HOLLINGWELL DR, MANSFIELD, NOTTS NG18 7GA*

SIGNED as a deed, and delivered when dated, by
Workplace Pension Trustees Limited acting by

Director Signature :
 Name :

Witness Signature :
 Name :
 Address :

This document has been produced by the pension regulator, and copied from <http://www.thepensionregulator.gov.uk/pension-liberation-fraud.aspx>

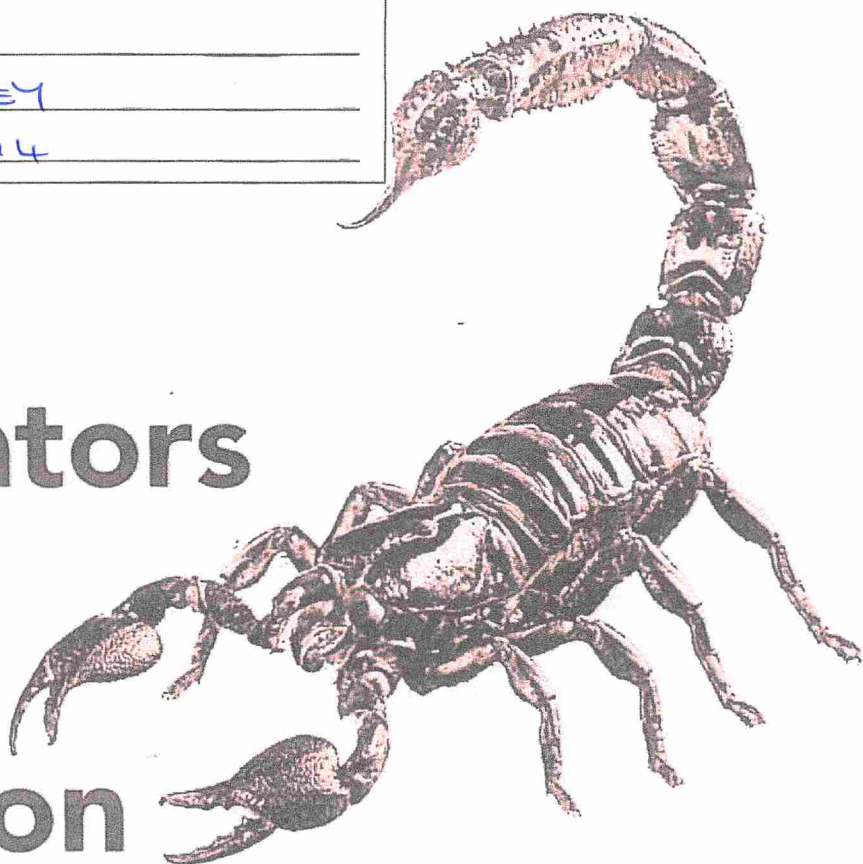
I can confirm I have read this document. I am not party to any such pensions liberation activity in anyway whatsoever.

Signed: A Yearadley

Name: A YEARDLEY

Date: 15.12.2014

Predators stalk your pension



Companies are singling out savers like you and claiming that they can help you cash in your pension early. If you agree to this you could face a tax bill of more than half your pension savings.



Don't let your pension become prey.

ActionFraud
1/4/14 Report Fraud & Internet Crime 1/4/14

the pensions
advisory service

Some examples

A diverse range of tactics is employed to convince members to go along with plans to 'liberate' their pension. In some cases these arrangements appear to operate within the law, but can still attract large tax charges; and some are outright illegal.

To help identify these arrangements, we've outlined how you might be approached and what you might be asked to do. These are fictional examples, people and companies, but the actions described are based on real life situations.



Meera

Meera is 48 years old and has been in her company pension scheme for 13 years when she receives the following text message from an unknown number:

'Unlock the value of your frozen pension and get £5,000 cash back within days. Reply YES for info or STOP to opt out.'

Meera is interested so replies to the message to find out more. Soon she receives a call from Tony, who works for a company called Direct Pension Release Ltd. Tony tells Meera that Direct Pension Release Ltd can help unlock her pension early via an overseas investment fund which would be managed by trustees at Direct Pension Release Ltd. This would involve Meera transferring her pension out of her company scheme and into one suggested by Direct Pension Release Ltd.

Meera agrees to transfer her pension. She plans to take a lump sum on top of the £5,000 cash back, with the Direct Pension Release Ltd trustees investing the rest overseas. As well as the cash back, Meera is also offered a £1,000 incentive for transferring quickly. She is also told this payment will be made tax free. She agrees to pay a 10% administration fee, to be taken from the money she is transferring.

On the day Meera receives the transfer papers, Tony calls to encourage her to return the papers by special delivery so the transfer can happen quickly. Tony also suggests that Meera should chase her current pension scheme trustees to pay the transfer.

Meera signs the transfer papers that were sent to her and returns them to Direct Pension Release Ltd, but because duplicate versions were not provided she has to photocopy them.

Never be
rushed into
making a
pension
transfer.





No member copy of documentation

In order to make an informed decision about a transfer, and to seek any appropriate additional advice, it's important to have all relevant documentation and information about the transfer, the terms and conditions and how your pension will be paid when you retire.

Companies involved in pension liberation fraud may attempt to withhold information from you, while making excuses for the lack of documentation and pressurising you into making a decision without them.

It is crucial that you understand any transfer you agree to. Always get the documents.



Member encouraged to speed up transfer

Meera was encouraged to transfer her pension as quickly as possible because Direct Pension Release Ltd knew that they could be caught by the authorities at any moment. In the time available, Meera was not able to find out sufficient information, for example about the tax consequences, so that she fully understood the impact of transferring. Always think carefully about making a pension transfer and never be rushed.



Sally

Sally is 50 and due to retire in five years. She was in her previous employer's company pension scheme for 28 years. Sally's husband was made redundant six months before the events in this scenario.

She has seen an advert on the internet which offers the chance to exploit high performance investments by using a legal loophole.

Sally clicks on the advert and is taken to the website of a company called Pension Invest Associates. There she fills in a form with personal information, including her date of birth, her home address and her telephone number.

Sally follows the website instructions and notices that the company offers a cash bonus for investing immediately. She downloads some forms from the website, which she signs and returns. Sally then contacts the HR department where she used to work to request a transfer.

Always get
copies of any
documents
for your own
records.





Paul

Paul is 42 and was recently declared bankrupt. He has a pension from a previous job, where he spent 11 years making contributions. This pension has not been affected by his bankruptcy.

Out of the blue Paul receives a call from someone at Pension Loans For U. He is told that he can transfer his pension in order to get a loan and that there will be no tax charge. Paul doesn't receive any paperwork from Pension Loans For U, but agrees over the phone that he will request a pension transfer and then negotiates the terms of a cash loan.

He submits a transfer request to his old company pension scheme. Shortly afterwards, a courier sent by Pension Loans For U brings Paul some documentation to sign. He signs the documents but is not given any copies.

What happened next?

Six weeks after he transferred his pension, Paul had still not received his loan. There was no answer when he repeatedly called Pension Loans For U, so Paul contacted Action Fraud to complain.

Meanwhile, The Pensions Regulator took action which resulted in the immediate suspension of all transfer activity, and the accounts of Pensions Loans For U being frozen.

Paul's loan was never paid. His pension money was paid out as part of a network of loans to other members of the public who had agreed to transfer their pensions as well.

Retracing the payments and loans took a significant amount of time, and eventually it became clear that Pension Loans For U had taken 25% administration fees from all pension pots that were transferred to them.

After all the pension loan money was traced, Paul not only lost the amounts deducted by Pensions Loans For U, but he was also liable for a tax charge of more than half his pension pot. If he hadn't contacted the authorities when he did, it's likely that even more of Paul's pension would have been lost through Pension Loans For U fees and 'loan payments'.

Pension fraudsters are likely to target people who are financially vulnerable.



What else to look for when you're made an offer



Pushy advisers or 'introducers', often unregulated, who offer upfront cash incentives



Companies that offer a 'loan', 'saving advance' or 'cash back' from your pension



Not being informed about the potential tax consequences

Five steps to avoid becoming a victim

1. Never give out financial or personal information to a cold caller
2. Find out about the company's background through information online. Any financial advisers should be registered with the Financial Conduct Authority (FCA)
3. Ask for a statement showing how your pension will be paid at your normal retirement date, whether there are any tax charges, and question who will look after your money until you retire and draw your pension
4. Speak to an adviser that is not associated with the deal you've been offered, for unbiased advice
5. Never be rushed into agreeing to a pension transfer.

