

## CLIENT AGREEMENT- NEW SOLO SSAS

**AGREEMENT** made between **ROWANMOOR GROUP PLC** ("RGPLC") and **ROWANMOOR TRUSTEES LIMITED** ("RTL") both having their Registered Office situate at Rowanmoor House 46-50 Castle Street Salisbury SP1 3TS and **MICHAEL JONATHAN EDWARDS** of 18 Lime Tree Way Nottage Porthcawl CF36 5AU ("the Client") in respect of the establishment and administration of the **SBR SOLUTIONS EXECUTIVE PENSION SCHEME** ("the Scheme") and operative from the 27th day of January 2014.

### 1. DURATION

This Agreement shall be operative for one year from the effective date of this Agreement and shall thereafter remain valid until termination in accordance with Clause 8.

### 2. SERVICES

RGPLC shall provide establishment, actuarial, administration and consultancy services and RTL shall provide trustee services to the Client. These services are specified in Schedules 1 and 2. An annual fee will be charged for the provision of these services in accordance with Clause 3.

RGPLC is able to provide additional services to the Client subject to an additional charge. Specific services available, together with the current scale of charge are set out in Schedule 3. Other services required by the Client may be provided by RGPLC and a quotation of fees will be provided on request. RGPLC reserves the right to amend the level of these additional fees without notice, but not after instructions have been confirmed by the Client.

This Agreement does not cover the provision of investment advice or any other matter which is regulated under the Financial Services and Markets Act 2000.

### 3. FEES

RGPLC will invoice the Scheme immediately for its establishment.

RGPLC will also invoice the Scheme immediately and in each subsequent year in respect of the services provided as set out in Schedule 2.

Administration Fees shall be increased each year in line with annual increases in the Index of Average Weekly Earnings as calculated from the last published month preceding the due invoice date.

Transaction or Event fees in respect of additional services set out in Schedule 3 shall be invoiced following completion of the work. These fees will be reviewed annually and may be increased with effect from 1 April each year. All flat fees quoted are those that RGPLC will seek to charge in normal situations. RGPLC reserves the right to charge higher fees when the circumstances are unusually complex and/or time consuming. As the situation may not always be apparent from the outset RGPLC will use its best endeavours to advise the Client as soon as possible if it is intended to invoke this. Annual fees for investment monitoring as set out in Schedule 3 shall be invoiced annually in advance commencing on the first anniversary of the date the investment was made.

RGPLC reserves the right to charge a proportionate fee for any work undertaken on an aborted or pending transaction.

Fees are subject to Value Added Tax.

4. PAYMENT TERMS

All invoices raised by RGPLC shall be due for payment immediately. If the invoice is not settled within 30 days of the invoice date then RGPLC reserves the right to add a late payment supplement of 1% per month of the balance outstanding.

5. BANK ACCOUNT

It is a requirement that the Trustees open a Bank Account to which RTL will be sole signatory. RTL will open the Trustees' account with the Royal Bank of Scotland plc with whom they have arranged attractive banking terms.

6. REPORTING REQUIREMENTS

The Client undertakes to keep RGPLC advised in writing of any intended changes to the Scheme and to provide RGPLC with any information that they may reasonably request for the purpose of maintaining full and accurate Scheme records.

7. CONFIDENTIALITY

All information provided by the Client to RGPLC and RTL shall be held in the strictest confidence and will not be disclosed to any third party other than to the Client's agents or the appropriate regulatory authorities and is held subject to the provisions of the Data Protection Acts 1984 and 1998.

8. TERMINATION AND NOTICE

This Agreement may be terminated as follows:

- i) by the Client on giving 30 days notice to RGPLC and RTL of the Client's decision to appoint a new Scheme Administrator and Independent Trustee in accordance with the provisions of the Trust Deed and Rules.
- ii) by RGPLC and RTL on giving 30 days notice to the Client of their decision to cease acting as Scheme Administrator and Independent Trustee respectively. In the event of termination of the Agreement in these circumstances the Client undertakes to appoint an alternative Scheme Administrator and Independent Trustee in accordance with the Trust Deed and Rules to act as such in the place of RGPLC and RTL within 30 days of the date of the notification by RGPLC and RTL of their decision to cease to act as Scheme Administrator and Independent Trustee respectively.

In the event of the termination of the Agreement all fees then due to RGPLC shall be payable and no fees paid shall be refundable. RGPLC and RTL will use their best endeavours to ensure an orderly handover of information and records, and the transfer of any cash or investments held on behalf of the Client. RGPLC reserves the right to make an appropriate charge for this work. Any notice to terminate the Agreement shall be given in writing and addressed to RGPLC, RTL or the Client at their normal correspondence address.



9. EFFECTIVE DATE

This Agreement shall be effective on receipt of the duplicate to this Agreement duly signed by the Client.

For and on behalf of Rowanmoor Group plc

Signed L. V. Hall LVM Date 18/2/14

Signed RG RG Date 18/2/14

For and on behalf of Rowanmoor Trustees Limited

Signed PC PC Date 18/2/14

Signed CMP CMP Date 18/2/14

The Client

Signed M. Edwards Date 14/2/14  
Michael Jonathan Edwards

## SCHEDULE 1

### SERVICES INCLUDED IN THE ESTABLISHMENT OF THE SCHEME

Provision of Interim Trust Deed.

Acceptance of the appointment of Scheme Administrator.

Assuming responsibility as Independent Trustee.

Registration of the Scheme with HM Revenue & Customs (HMRC).

Provision of Trust Deed and Rules in a form satisfactory to HMRC.

Provision of Announcement Letter for the Scheme member.

Arranging to open a Trustees' bank account with the Royal Bank of Scotland plc.

Collation of information relating to the member's other pension arrangements.

Arranging the transfer of existing pension rights if required, although investment related fees will be charged in addition for in specie transfers.

Completion of HMRC forms and certification.

Agreeing and arranging up to three investments to be made from an agreed investment list. These investments will vary from time to time.

Current Fee: £900

## SCHEDULE 2

### SERVICES INCLUDED IN THE ANNUAL ADMINISTRATION FEE

An Administration fee of £750 is payable annually in February. Annual fees will be indexed by the changes in the Index of Average Weekly Earnings. These fees cover the following services:

Professional responsibility as Independent Trustee for the Scheme.

Ongoing responsibility as Scheme Administrator.

Routine administration of the Scheme including executing allowable investment instructions, banking contributions and other Scheme income, making payments from the Trustee bank account, routine record keeping, and general technical and administration enquiries.

Preparing and filing the Registered Pension Scheme Return.

Preparation and filing of Registered Pension Scheme Accounting for Tax Report, where required, and if applicable, arranging payment of tax from the Trustee bank account.

Preparation and filing of Registered Pension Scheme Event Report where required, except where an unauthorised payment has been made.

Preparation and filing of Registered Pension Scheme Charge Report where required.

Ongoing negotiations with, and ad hoc reporting to, HMRC including audit requests.

Advice with regard to the following

- day to day running of the Scheme
- interpretation of the Trust Deed and Rules and HMRC practice
- ensuring Scheme investments will be acceptable to HMRC and are in accordance with the Trust Deed and Rules.

Agreeing and authorising the payment of lump sum death benefits.

Revisions to Trust Deed and Rules required as a result of a change in legislation or in HMRC practice.

Facilitating the purchase and sale of quoted assets on behalf of the Trustees using a recognised stockbroker.



## SCHEDULE 3

### ADDITIONAL SERVICES NOT COVERED BY THE ANNUAL ADMINISTRATION FEE

#### 1. SCHEME EVENT REPORT WHERE AN UNAUTHORISED PAYMENT HAS BEEN MADE

Preparing and filing the Scheme Event Report where an unauthorised payment has been made in the corresponding tax year.

Current Annual Fee      Fees will be charged based on time spent and complexity of work.

#### 2. IN-SPECIE CONTRIBUTIONS

Checking a proposed in-specie contribution is in accordance with current legislation, authorising appropriate documentation and updating records. Investment related fees will be charged in addition for each in-specie asset transferred.

Current Fee:      £200 + £75 per asset re-registration.

#### 3. PROPERTY TRANSACTION

- a. Advice provided by RGPLC and liaison with solicitors in relation to the purchase/acquisition or sale/disposal of property by the Trustees to ensure compliance with the requirements of HMRC and that the Trustees act within the Rules of the Scheme. Legal and other professional fees are payable in addition.

Current Fee:      £725 per purchase or acquisition.  
£365 per sale or disposal.  
RGPLC reserves the right to charge a higher price for particularly complex or time consuming transactions.

- b. Additional annual administration requirements where property is held as an asset of the Scheme.

Current Annual Fee:      £200 per property per annum first payable after the first year of ownership. This fee does not apply for the investments held on the agreed list.

#### 4. PROPERTY DEVELOPMENT

Checking that development proposals comply with HMRC requirements and the Rules of the Scheme, reviewing documentation, including schedules of works and costs, consideration of valuation issues and potential implications of development in relation to leases, and making or authorising payments.

Current Fee      1% of property development costs subject to a maximum of £1,000.

#### 5. BORROWING

Checking borrowing limits, agreeing and authorising appropriate documentation and updating records

Current Fee      £200 - £500 dependent on Lender requirements.

#### 6. LEASES (OTHER THAN AT PROPERTY ACQUISITION)

Checking and agreeing proposed Lease terms to ensure they are in accordance with HMRC requirements, authorising appropriate documentation and updating records.

Current Fee      £200.

7. ESTABLISHING A LOAN

- a. Arranging to establish a loan including establishing repayment schedule, and provision of partial documentation in respect of any loans made by the Scheme. Such loan documentation shall be in a manner approvable by HMRC and in accordance with the Definitive Trust Deed and Rules of the Scheme. RGPLC shall not however be responsible for legal advice and the documentation required to ensure the loan is secured. RGPLC reserves the right to charge a higher price for particularly complex or time consuming transactions.

Current Fee                      £275 per loan transaction to include first year's monitoring charge.

- b. Regular monitoring of existing loans to ensure repayments are made when due.

Current Annual Fee      £125 per loan per annum.

8. TAX RECLAMATION

Reclamation of tax deducted from bond income and other interest from securities where this may be reclaimed. Tax will be reclaimed regularly and invested in accordance with the Trustee's requirements.

Current Fee                      £125 per recovery.

9. SELF ASSESSMENT

Preparation and submission to HMRC of Self Assessment Tax Return (SA 970).

Current Annual Fee      £145 per annum.

10. UNQUOTED SHARE TRANSACTIONS

Checking proposed transactions are in accordance with HMRC requirements, agreeing and authorising appropriate documentation and updating records.

Current Fee                      Purchase                      £200 per transaction.

   Sale                              £100 per transaction.

RGPLC reserves the right to charge a higher price for particularly complex or time consuming transactions.

11. OTHER COMPLEX INVESTMENTS

Checking proposed transaction is in accordance with HMRC requirements and terms of the Trust Deed and Rules. Agreeing and authorising appropriate documentation and updating records (for assets such as EPUTs, intangible assets such as patents, intellectual property rights etc).

Current Fee                      £200 per transaction (acquisition or disposal).

RGPLC reserves the right to charge a higher price for particularly complex or time consuming transactions.

12. OFFSHORE OR OVERSEAS INVESTMENTS

Providing information and/or reviewing information and documentation for acceptability as an investment.

Current Fee                      Fees will be charged based upon time spent and complexity of work.



13. SCHEME ACCOUNTS

Preparing unaudited Scheme Accounts.

Current Fee                      £500.

RGPLC reserves the right to quote a higher price if the work required is particularly complex or time consuming.

14. PAYMENT OF PENSIONS UNDER PAYE

Establishment of member records on computer system    £125.

Regular payment of pensions                                      £125 per annum.

15. BENEFIT CRYSTALLISATION EVENT (BCE)

Agreeing and authorising the payment of benefits prior to any BCE to include a comparison between capped drawdown and scheme pension. A maximum of two benefit crystallisation events will be allowable per annum, although the level of pension payable in respect of each BCE may only be varied once a year.

Current Fee                      £190 per BCE.

16. REVIEW OF CAPPED DRAWDOWN OR SCHEME PENSION (REQUIRED AT LEAST ONCE EVERY THREE YEARS)

Current Fee                      £190 per review.

17. SPECIALIST ACTUARIAL CALCULATIONS

Specific actuarial advice and calculations for the purposes of target funding, retirement income planning, drawing and reviewing benefits via drawdown or scheme pension, divorce proceedings, etc.

Current Fee                      Fees will be charged based upon time spent.  
Examples of fees:

Benefit options illustrations    - Approximately £190 per calculation.

Review of drawdown  
or scheme pension                      - Approximately £190 per calculation.

Retirement projections                      - Approximately £190 per calculation.

18. INCLUSION OF PARTICIPATING EMPLOYERS

Provision of documentation required to include an Employer as a new or participating employer, and updating records.

Current Fee                      £435.

19. SCHEME DOCUMENTATION

Provision of individual documentation acceptable to HMRC and other relevant bodies to facilitate the continuing approval of the Scheme as required by the trustees and/or the principal employer of the Scheme.

Current Fee                      Fees will be charged based upon complexity of work undertaken and time spent and are likely to be no less than £180 and no more than £750.



20. TRUSTEE MEETINGS

The availability of a Consultant at a Trustee meeting to include preparation of Agenda and Minutes.

Current Fee                      Fees will be charged based upon time spent with a minimum charge of two hours. Disbursements will be charged in addition if the meeting is not held at a Rowanmoor Pensions' office.

21. CONSULTANCY

Consultancy advice not covered by Schedule 2 in the day to day running of the Scheme, for example, but not limited to, advice on restructures, changes in employment, sale of principal or participating employer, retirement planning etc.

Current Fee                      Fees will be charged based upon time spent and complexity of work.

22. PROVISION OF INFORMATION TO THIRD PARTIES

Providing any information to any party relating to the Scheme at the request of the Client, for example, but not limited to, in connection with divorce proceedings, due diligence requests, corporate restructuring, change of Employer and/or Scheme name, change of Independent Trustee and/or Scheme Administrator, Scheme accounting information etc.

Current Fee                      Fees will be charged based upon time spent.

23. TRANSFER OF BENEFITS TO OTHER ARRANGEMENTS

Liaising with new pension provider, arranging for appropriate assets to be encashed or assigned as required, and updating records.

Current Fee                      £255 for cash only transfers.  
£625 for transfers in specie. Property sale/disposal fees and other related costs will be charged in addition.

24. WINDING UP AND CESSATION OF SERVICES

To arrange the legal requirements to wind-up the Scheme in accordance with the Trust Deed and Rules, and negotiate with HMRC including completion and filing of Scheme Event Report where required, provided no unauthorised payments have been made, and the Pensions Regulator, or to cease acting as Independent Trustee and Scheme Administrator.

Current Fee                      £625.