

Mr G Stuliglowa
Pension Practitioner
Daws House
33-35 Daws Lane
London
NW7 4SD

09 June 2016

Dear Georgina

RE: SMC Limited SSAS Transfer

Please find enclosed the relevant documents signed by Mr F Hayes in order to Transfer the above scheme from Hornbuckle to yourselves.

If you have any queries, please don't hesitate to contact me.

Yours sincerely



Rhianna Noble
Administration Apprentice

Trustees of SMC Limited SSAS
35 Walker Street
Wicker Arches
Sheffield
South Yorkshire
S3 8GZ

Hornbuckle Mitchell Trustees Limited
Hornbuckle
Tyman House
42 Regent Road
Leicester
LE1 6YJ

29 March 2016

Dear Sirs,


Re: SMC Limited SSAS

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

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

Thank you for your assistance.

Yours faithfully

A handwritten signature in black ink, appearing to be 'F. Hayes', written over the typed name.

Frank Hayes
TRUSTEE

Dated: 09/06/16

Trust Deed
adopting replacement provisions governing the
SMC Limited SSAS

Parties

1. Sheffield Motorcycle Centre Limited (Company Number 05797684) whose registered office is at 35 Walker Street, Wicker Arches, Sheffield, South Yorkshire, S3 8GZ (in this deed called the "Principal Employer")
2. Frank Hayes of The Coach House, Aughton Court, Church Lane, Aston, Sheffield, South Yorkshire, S26 2AX (in this Deed called the "Trustee")

Recitals

- 1) SMC Limited SSAS (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Trust Deed and Scheme Rules dated 11 October 2007 and all subsequent Amendment Deeds (in this deed called the 'Existing Provisions').
- 2) It is intended to replace the Existing Provisions in their entirety.
- 3) Pursuant to the clause 3.1 of the Existing Provisions the power to modify, delete or add to all or any of the provisions of the Rules can be exercised by the Trustees.

Operative provisions

1. Pursuant to clause 3.1 of the Existing Provisions, those Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached Rules:

PROVIDED THAT:

- 1.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer with the consent of the Trustees.
- 1.2 the power in Rule 4.1 (Power of Appointment and Removal of Trustees) may be exercised by the Principal Employer with the consent of the Trustees.
2. 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 **Sheffield Motorcycle Centre Limited**
acting by

Director

Signature:

Name :



F HAYES

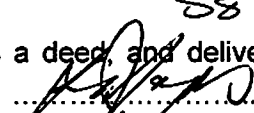
Witness

Signature:

Name :

Address :


PETER BEST
255 ATLANTIC ROAD
SHEFFIELD
S8 2GE


SIGNED as a deed, and delivered when dated,
by  (Signature)
Frank Hayes in the presence of:

Witness

Signature:

Name :

Address :


PETER BEST
255 ATLANTIC ROAD
SHEFFIELD
S8 2GE

Deed of Removal of Trustee

SMC Limited SSAS

Date of Deed: 09/06/16

1. Sheffield Motorcycle Centre Limited (Company Number 05797684) whose registered office is at 35 Walker Street, Wicker Arches, Sheffield, South Yorkshire, S3 8GZ (in this Deed called the Principal Employer)
2. Frank Hayes of The Coach House, Aughton Court, Church Lane, Aston, Sheffield, South Yorkshire, S26 2AX (in this Deed called the Continuing Trustees)
3. Hornbuckle Mitchell Trustees Limited (Company No: 02741578) whose registered office is situated at Cotton Court, Middlewich Road, Holmes Chapel, Crewe, CW4 7ET (in this Deed called the Outgoing Trustee)

Recitals

- (A) SMC Limited SSAS (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Trust Deed and Scheme Rules dated 11 October 2007 (in this Deed called the 'Existing Provisions') and any subsequent Amendment Deeds.
- (B) The Continuing Trustee and the Outgoing Trustee are the present Trustees of the Scheme.
- (C) The Continuing Trustees wish to remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme under clause 4.1 which vests the power of appointment and removal in the Trustees and is exercisable by Deed.
- (D) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

Operative provisions

1. The Continuing Trustees in exercise of the power conferred on them by Rule 4.1. of the Existing Provisions and all other powers on them enabling hereby remove the Outgoing Trustee as a Trustee and Independent Trustee of the Scheme.
2. The Outgoing Trustee consents to their removal as is evidenced by the execution of this deed.
3. The Continuing Trustees agree to take all reasonable steps to remove from the Trusts of the Scheme and any of the assets of the Scheme held in the name of the Outgoing Trustee (jointly or alone), including the removal of the name of the Outgoing Trustee from any relevant registration at HM Land Registry.
4. In removing the Outgoing Trustee, the Outgoing Trustee is hereby discharged from all duties and liabilities as Trustee, Independent Trustee and Administrator with effect from the Effective Date.

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

SIGNED as a deed, and delivered when dated,
by Sheffield Motorcycle Centre Limited
acting by

Director

Signature:

Name:


 FRANK HAYES

Witness

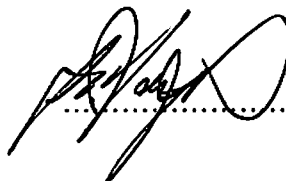
Signature:

Name:

Address:


PETER BEST
255 ATLANTIC RD
SHEFFIELD
S8 7GE

SIGNED as a deed, and delivered when dated, by
Frank Hayes in the presence of:


 (signature)

Witness

Signature :

Name :

Address :


PETER BEST
255 ATLANTIC ROAD
SHEFFIELD
S8 7GE

SIGNED as a deed, and delivered when dated,
by Hornbuckle Mitchell Trustees Limited
acting by

Authorised Signatory

Signature:

Name:

Authorised Signatory

Signature:

Name:

Nomination of beneficiary form

Scheme Name: **SMC Limited SSAS** (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mr. Frank Hayes

Date of birth: 28 December 1961

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: MR M. L. WILLIS Address: 16 The Lawn Dronfield S18 2LT Proportion % 33%	Name: MR J.D. HAYES Address: 28B Anson Road CRICKENWOOD NW2 3UU Proportion % 33%
Name: MRS F.S. ALLEN Address: 17 ALMS Hill Rd Sheffield Proportion % 51.9% 33%	Name: Address: Proportion %

Declaration

I confirm that:

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

Signature of member:



Date: **09/6/16**

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 09/06/16

SMC Limited SSAS (the "Scheme"): Appointment of Administrator and Practitioner

Parties

1. **Frank Hayes** ("the Trustees") of 16 The Lawn, Dronfield, Derbyshire, S18 2LT
2. **Pension Practitioner .Com Limited** ("the Pension Practitioner") of Daws House, 33-35 Daws Lane, London, NW7 4SD
3. **Sheffield Motorcycle Centre Limited** ("the Administrator") of 35 Walker Street, Wicker Arches, Sheffield, South Yorkshire, S3 8GZ

Introduction

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

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

Operative Provisions



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

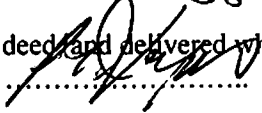
SIGNED as a deed, and delivered when dated,
by **Pension Practitioner .Com Limited**
acting by

Authorised Signatory :
Name :


Authorised Signatory :
Name :

SIGNED as a deed, and delivered when dated,
by **Sheffield Motorcycle Centre Limited**
acting by

Director Signature: 
Name : FRANK HAYES
Witness Signature: 
Name : PETER BEST
Address : 255 ATLANTIC ROAD
SHEFFIELD
S8 2GE

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

Frank Hayes in the presence of:

Witness Signature: 
Name : PETER BEST
Address : 255 ATLANTIC ROAD
SHEFFIELD
S8 2GE

Transfer Out Form

Form reference H117

Complete this form if you want to transfer all or part of your Hornbuckle plan to a UK registered pension scheme.

You must complete sections 1 to 4 and the Appendix.

The administrator / provider of the receiving scheme must complete section 5.

If you are receiving a pension income from your Hornbuckle plan we will stop income payments as soon as possible once we receive this form.

Quick actions:

[CLEAR](#)[PRINT](#)

1. Member details

Forename(s)

Frank

Surname

Hayes

Date of birth

2 8 1 2 6 1

Hornbuckle plan number

Email

2. Transfer details

2.1 Receiving Scheme Details

Plan/Member reference

Scheme name

Scheme administrator/provider

Address

Postcode

2.2 Transfer options

Are you making a full or partial transfer from your Hornbuckle plan?

Full

☐

Partial

☐

Will the transfer be in cash only, or include the transfer of assets?

Cash only

☐

Cash and assets

☐

How would you like us to transfer any cash amount held in your Hornbuckle plan to the receiving scheme?

CHAPS

☐

BACS

☐

For Bank of Scotland accounts only, any payment will be made by Faster Payments Service (FPS). This is free of charge and takes one working day.

If you require us to sell any or all of the investments held in your Hornbuckle plan (to make a cash transfer), you will need to complete a copy of H114 Investment Sale Form.

If you require us to sell a property held in your Hornbuckle plan you will need to complete a copy of H303 Property Sale Form.

3. Reason for transfer

[CLEAR](#)[PRINT](#)

Please tell us your primary reason for transferring your pension benefits to another pension provider

Simpler requirements	<input type="checkbox"/>	Require greater investment flexibility	<input type="checkbox"/>	Annuity purchase	<input type="checkbox"/>	Cost	<input type="checkbox"/>
Quality of service	<input type="checkbox"/>	Pension consolidation	<input type="checkbox"/>	Advised by my financial adviser	<input type="checkbox"/>	Full drawdown	<input type="checkbox"/>

4. Member declarations

Please accept this as my instruction to transfer the benefits of my Hornbuckle plan to the scheme detailed in section 2.1 of this form. I declare that the scheme named in section 2.1 of this form is a registered pension scheme for the purposes of Chapter 2 of Part 4 of the Finance Act 2004.

I agree to indemnify The Hornbuckle Mitchell Group Limited and Hornbuckle Mitchell Trustees Limited against any tax charge, penalty or other loss in the event that the scheme named in section 2.1 of this form is not a registered pension scheme.

I acknowledge that the administrator / provider of the receiving scheme has confirmed that they can accept the assets to be transferred to them as detailed in the Appendix to this form.

I acknowledge and agree that the transfer of the benefits of my Hornbuckle plan is subject to the deduction of the fees set out in the Fee Schedule for the plan.

I authorise The Hornbuckle Mitchell Group Limited to share any information about my Hornbuckle plan with the administrator / provider of the receiving scheme in relation to the transfer of my benefits.

I authorise Hornbuckle Mitchell Trustees Limited and the Bank of Scotland / Cater Allen Private Bank / Butterfield Private Bank to close my plan bank account and transfer the remaining cash balance to the account detailed in section 5.2 once so instructed by The Hornbuckle Mitchell Group Limited

Member signature



Print name

Date

FRANK HAYES

09 06 16

5. Receiving scheme details

5.1 Basic scheme details

Administrator/Provider name

Plan/Member reference

Address

PSTR number

Contact name

Postcode

Telephone number

Scheme name

Email

5. Receiving scheme details

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5.2 Bank account details

Bank

Sort code

Account number

Account name

5.3 Receiving scheme declaration

I declare that the scheme detailed in section 4.1 above is a registered pension scheme for the purposes of Chapter 2 of Part 4 of the Finance Act 2004.

I acknowledge that we can accept the assets to be transferred to the receiving scheme as detailed in the Appendix to this form.

Signature

Print name

Position

Date

Checklist

Before submitting this form please make sure:

You have completed all of the relevant sections of the form.

Completed the Appendix to this form with details of the assets in your Hornbuckle plan that you want us to retain, sell or transfer to the receiving scheme.

You have read and understood the guidance on completing the form contained in H117G Transfer Out Form guidance.

You have attached a completed H114 Investment Sale form in relation to any investments you want us to sell in order to make a cash transfer.

You have attached a completed H303 Property Sale Form if you want us to sell a property held in your Hornbuckle plan.

The administrator / provider of the receiving scheme has completed section 5 of the form.

Where to send

Hornbuckle, Tyman House, 42 Regent Road
Leicester LE1 6YJ

Get in touch

Tel: 0844 728 9090 Fax: 0845 125 6700
clientservicing@hornbuckle.co.uk
www.hornbuckle.co.uk

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Appendix

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Please detail each of the assets / investments held in your Hornbuckle plan, and whether you want to:

- Retain the asset in your Hornbuckle plan (i.e. you are making only a partial transfer of your benefits).
- Sell the asset and transfer the cash proceeds to the receiving scheme.
- Transfer the asset to the receiving scheme.

Asset name

Retain

Sell

Transfer

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Pension Scheme Account Opening Request

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

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

1. PENSION SCHEME DETAILS

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

SSAS

SMC Limited SSAS

Full Name of Pension Provider

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

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

N/A

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

N/A

Are statements required?

☐ Yes ☒ No

HMRC registration number of the Pension Scheme?

00692367RC

Are statements required?

☐ Yes ☒ No

Does Employer pay premiums/contributions?

☐ Yes ☒ No

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

2. MEMBERS AND TRUSTEES

First Scheme Member

Title (Mr, Mrs, Miss) Mr

Email Address

First Name Frank

Current Address

16 The Lawn, Dronfield,
Derbyshire S18 2LT

Middle Name(s)

Surname Hayes

Date moved in

Date of Birth 28-Dec-1961

Are statements required?

☐ Yes ☐ No

Gender Male

Is this individual a Member Trustee?

☒ Yes ☐ No

Nationality British

Is this individual an Authorised Signatory?

☒ Yes ☐ No

Country of Birth

Is Online Banking required?

☒ Yes ☐ No

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

Home Telephone Number 0114 252 5454

Mobile Number

Pension Scheme Account Opening Request (continued)

2. TRUSTEES DETAILS (continued)

Second Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Date moved in

Surname

Date of Birth

Are statements required?

☐ Yes ☐ No

Gender

Is this individual a Scheme Member?

☐ Yes ☐ No

Nationality

Is this individual a Member Trustee?

☐ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory?

☐ Yes ☐ No

Home Telephone Number

Is Online Banking required?

☐ Yes ☐ No

Mobile Number

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

Third Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Date moved in

Surname

Date of Birth

Are statements required?

☐ Yes ☐ No

Gender

Is this individual a Scheme Member?

☐ Yes ☐ No

Nationality

Is this individual a Member Trustee?

☐ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory?

☐ Yes ☐ No

Home Telephone Number

Is Online Banking required?

☐ Yes ☐ No

Mobile Number

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

Forth Scheme Member

Title (Mr, Mrs, Miss)

Email Address

First Name

Current Address*

Middle Name(s)

Date moved in

Surname

Date of Birth

Are statements required?

☐ Yes ☐ No

Gender

Is this individual a Scheme Member?

☐ Yes ☐ No

Nationality

Is this individual a Member Trustee?

☐ Yes ☐ No

Country of Birth

Is this individual an Authorised Signatory?

☐ Yes ☐ No

Home Telephone Number

Is Online Banking required?

☐ Yes ☐ No

Mobile Number

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

Pension Scheme Account Opening Request *(continued)*

2. TRUSTEES DETAILS *(continued)*

Fifth Scheme Member

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

Sixth Scheme Member

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

Pension Scheme Account Opening Request *(continued)*

3. CHOOSE YOUR ACCOUNT(S)

I/We would like to open: ☒ A SIPP/SSAS Account Only ☐ Is a cheque book required

☐ A Fixed Term Savings Account and a SIPP/SSAS Account
(please complete Section 4)*

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

4. YOUR FIXED TERM DEPOSIT DETAILS

Amount to be deposited

Term (months)

Funds to be deposited by: ☐ Cheque made payable to the Pension Scheme

☐ Electronic transfer from another bank
(account details to which funds are to be sent will be provided by Metro Bank once the SIPP/SSAS Account has been opened)

5. MANDATE

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

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

Please indicate the signing instructions by ticking the appropriate box:



Member Trustee(s) and Professional Trustee(s) to sign together

*If this option is selected please specify number of authorised signatories on behalf of Member Trustees

*If this option is selected please specify number of authorised signatories on behalf of Professional Trustees

OR



Professional Administrator(s) only to sign

*If this option is selected please specify number of authorised signatories on behalf of Professional Trustees

*Please indicate below any special instructions:

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



Pension Scheme Account Opening Request *(continued)*

6. DECLARATION AND SIGNATURE(S)

Fraud Prevention Agencies

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

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

Use of Your Information

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

Declaration

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

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

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

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

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

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

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

Professional Administrator(s)

Print name

Position

Signature

Date

Print name

Position

Signature

Date

Pension Scheme Account Opening Request (continued)


6. DECLARATION AND SIGNATURE(S) (continued)

Member Trustee(s)/Authorised Signatory(ies)

Print name

FRANK HAYES

Signature



Date

Print name

Signature

Date

Print name

Signature

Date

Print name

Signature

Date

Print name

Signature

Date

Print name

Signature

Date

7. PROFESSIONAL ADVISOR DETAILS

Name of Company

Pension Practitioner. Com Limited

Address

Daws House
33-35 Daws Lane, London

Post code

NW7 4SD

Telephone Number

08006344862

Contact Name

Brad Davis / Georgina Stuliglowa

Email

info@pensionpractitioner.com

Financial Services Compensation Scheme

Information Sheet

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

ADDITIONAL INFORMATION

¹ Scheme responsible for the protection of your eligible deposit

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

² General limit of protection

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

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

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

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

metrobankonline.co.uk

ADDITIONAL INFORMATION (continued)

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

³ Limit of protection for joint accounts

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

⁴ Reimbursement

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

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

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

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

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

Other important information

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

EXCLUSIONS LIST

A deposit is excluded from protection if:

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

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

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

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

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

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

³ Under the Companies Act 1985 or Companies Act 2006

⁴ See footnote 3

⁵ See footnote 3

Terms of Business

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

Pension Practitioner. Com is a trade name owned and operated by Pension Practitioner .Com Limited, a limited company registered in England under number 06028668 ("the Company").

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

We shall conduct our relationship with you at all times in accordance with these terms of business. We are not regulated to provide investment or investment related services that are covered by the Financial Conduct Authority. We also do not provide mortgages and non-investment insurance.

We shall be entitled to any fees under these terms of business once you have consented to them, subject to the rights you have to cancel the agreement.

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

1. Our remuneration

- a. We receive our remuneration from fees, which we charge to you for provision of the services provided in the fee menu. Our fee for the set up of a scheme, or takeover of another pension scheme, is payable in advance. The administration fee is invoiced in advance for the year, and is collected quarterly by direct debit. The first collection date will arise within 7 calendar days following the tax registration of the scheme, or in the case of a scheme takeover, within 7 calendar days following provision of the scheme's takeover report. Thereafter, it is collected on the first working day of each subsequent quarter by direct debit.
- b. Where you instruct us to undertake work for you which does not form part of the administration services set out in the fee menu, we will charge you for those services once they are completed in our opinion. We will advise you in advance of those fees. You have 14 calendar days to pay for any and all that additional work which does not form part of the administration service. If you do not pay within 14 calendar days we reserve the right to charge you interest at a reasonable rate from the 14th date that the invoice remains outstanding until the date that the payment is received as cleared funds. We also reserve the right not to perform any services for you and reserve the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- c. In the event that we are unable to collect by direct debit, we will re-attempt to collect payment 7 calendar days following the first collection attempt. If we are unable to collect that subsequent payment you will be liable for the annual administration fee for the year. We also reserve the right not to perform any services for you until payment has been received, together with the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.

- d. Where you or we terminate our services and you have paid for the annual administration fee of your scheme for the year and/or additional services set out in the fee menu, you shall be entitled to a refund of your fees, less the costs we have incurred to the date of the termination of the services agreement. No interest will be added to the refund. Where you terminate our services, you will not be entitled to any refund if the invoice arising from the services for which you have been invoiced remains outstanding after 14 calendar days, or is outstanding at the date that our administration services agreement is terminated.
- e. By signing this agreement you agree to pay us for our services in accordance with that set out in these terms of business.
- f. You may request that the invoice(s) is made to and paid by the Registered Administrator of the scheme, however this does not, transfer, alter or diminish any terms or liability you have in connection with this agreement. You are signing this agreement as Trustee(s) of the pension scheme.
- g. Where you undertake a transaction which gives rise to an unauthorised payments charge on the administrator or member or employer, we reserve the right to terminate our services with you with immediate effect. Under these circumstances 2a, 2b and 2c of this Terms of Business shall not apply.

2. Termination

- a. Subject to the provisions set out in 1.a & b & c we or you may terminate this agreement at any time, on giving 30 calendar days notice to the other party in writing.
- b. Notice of termination by you must be given in writing to our address at: Daws House, 33-35 Daws Lane, London, NW7 4SD. The agreement will terminate 30 days upon our receipt of such notice. Proof of posting will not constitute proof of delivery.
- c. Notice of termination by us must be given in writing to you and we will send such notice by post to your last known address.
- d. Termination of the agreement is without prejudice to the completion of any services initiated prior to receipt of such notice.
- e. The terms of business have no minimum or maximum period during which they must remain applicable.

3. Communicating

- a. You may communicate with us by writing, phoning or sending an email to us, there is no additional charge.
- b. We will communicate with you by writing, phoning or sending an email, at our discretion and unless we hear from you to the contrary we may telephone you from time to time in normal business hours without your further prior consent.
- c. All postal correspondence will be sent to you via the Royal Mail. We will not be responsible for loss of any correspondence that may arise from any error or failure of the postal system. First class mail will normally be used, save for documents of title.

2 Terms of Business

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

4. Compensation

If you make a valid claim against us in respect of the services we provide we will make settlement in accordance with our professional indemnity insurance policy.

5. Verifying identity

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

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

6. Legal documents

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

7. Your money and investments

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

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

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

8. Law

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

9. Instructions

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

10. Variation of the agreement

We may vary the terms of this agreement by writing to you at your last known address giving 30 calendar days notice to those changes. Proof of delivery to this address will constitute proof of notice being served. These terms of business represent our understanding of the law and our terms of business as at 1 May 2013; they are valid from that date.

11. Complaints Procedure

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

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

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

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

- a. We will treat all your personal information as private and confidential (even when you are no longer a client), except where disclosure is made at your request or with your consent or where we are required by law to disclose. We will hold your details for a minimum of 6 years.
- b. We will use your information for the purposes of administration of the services you employ us to undertake from time to time and to allow us provide you with consultancy and documentation services you have asked us to provide to you.
- c. The information you provide to us may be shared with HMRC and the Pensions Regulator and their agencies for the prevention of fraud and to ensure proper compliance with their requirements of us. We will not provide your information to any other third party without your written consent to do so, except as required by law.
- d. Where necessary you consent to our processing data that is defined as sensitive by the Data Protection Act. You also consent to our transferring your information to countries that do not provide the same level of data protection as the UK, if necessary for the above purposes. In order to provide certain online services to you, we may transfer your data to countries or territories outside of the EEA (European Economic Area) that may not provide the same level of protection as within the EEA. We, our agents and sub-contractors will apply appropriate technical and organisational measures against the unauthorised processing of personal data and against accidental loss of, or damage to personal data. By providing your data you agree to your data being used and transferred as stated above.
- e. For marketing purposes we will never share with other companies the information you provide to us.

3 Terms of Business

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

13. Contracts (Rights of Third Parties) Act 1999

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

14. Scope of our services

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

We do not give advice on the suitability or otherwise of transferring pensions held in the UK or Overseas to Small Self Administered Schemes. You are recommended to speak to an Independent Financial Advisor who is authorised to give such advice prior to making any pension transfers. Where we are requested to sign on behalf of the Scheme Administrator a pension warranty form, we are signing on the sole basis that the receiving scheme is capable of receiving a pension transfer and not for any other purpose.

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

Our guidance is based on information provided to us by HMRC, The Pensions Regulator and other bodies. You must satisfy yourself that the information we provide to you is correct and you accept that we have no liability where in good faith there are any omissions, errors, inconsistencies in respect of the information we provide to you.

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

- Receiving instructions from the trustees or members about the buying or selling of trust and or insurance investments and then instructing a broker or product provider to effect the transaction.
- We do not deal or enter into investment transactions concerning **securities** or **relevant investments** on behalf of the trustees.
- Nor do we handle claims on behalf of trustees.
- We do not arrange the appointment of a custodian on behalf of the trustees.
- We do not give investment advice or solicit investment products

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

We do undertake all of the following:

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

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

Fit and Proper Persons

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

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

Signed

Name


Frank Hayes

Signed

Name

Signed

Name