

Guildford High Street Branch
151 High Street Guildford Surrey GU1 3AH

60-09-21

Date 5/3/12

Pay Pension PRACTITIONER.com

Nine Hundred and thirty

six pounds

£936.00

Account payee

Cheque No

Branch Sort Code

Account No

TRANS HOLDINGS LTD

Tam

000330

600921

74501917

www.comunistis.com 9508 03/05

National Westminster Bank Plc
190908

Strictly Private & Confidential

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

6th March 2012

Dear Mr Davis

RE: SSAS Application – Mr T Moloney

Further to all previous correspondence, I attach the signed paperwork (deed, invitation to join , terms of business, beneficiary nomination & direct debit) for Mr Moloney, along with a cheque for £936 in respect of the set-up fee.

Please confirm receipt of these documents.

If you need anything else or if something is missing, please let me know and I will endeavour to sort this out for you.

I look forward to hearing from you shortly.

Yours sincerely



Christopher Brown
Tel: 020 7562 5823
Email: chris.brown@bpfs.com





{ the fresh approach
to financial services }



Thomas Moloney
The Coach House
Nash Manor
Horsham Road
Steyping
West Sussex
BN44 3AA

2012

Dear Thomas,

TM SSAS Fund ("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 £1.8 million; this will be reduced to £1.5 million from 5th April 2012.

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 Tam Name T. MOLONEY

(Authorised signatory of Trans Holdings Limited)

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

Signed Tam Thomas Moloney

Date 5/3/12

Terms of Business

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

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

We shall conduct our relationship with you at all times in accordance with these terms of business.

We are not regulated to provide investment or investment related services that are covered by the Financial Services Authority. We also do not provide mortgages and non-investment insurance.

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

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

1. Our remuneration

- a. We receive our remuneration from fees, which we charge to you for provision of the services provided in the fee menu. Our fee for the set up of a scheme, or takeover of another pension scheme, is payable in advance. The administration fee is invoiced in advance for the year, and is collected quarterly by direct debit. The first collection date will arise within 7 calendar days following the tax registration of the scheme, or in the case of a scheme takeover, within 7 calendar days following provision of the scheme's takeover report. Thereafter, it is collected on the first working day of each subsequent quarter by direct debit.
- b. Where you instruct us to undertake work for you which does not form part of the administration services set out in the fee menu, we will charge you for those services once they are completed in our opinion. We will advise you in advance of those fees. You have 14 calendar days to pay for any and all that additional work which does not form part of the administration service. If you do not pay within 14 calendar days we reserve the right to charge you interest at a reasonable rate from the 14th date that the invoice remains outstanding until the date that the payment is received as cleared funds. We also reserve the right not to perform any services for you and reserve the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- c. In the event that we are unable to collect by direct debit, we will re-attempt to collect payment 7 calendar days following the first collection attempt. If we are unable to collect that subsequent payment you will be liable for the annual administration fee for the year. We also reserve the right not to perform any services for you until payment has been received, together with the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- d. Where you or we terminate our services and you have paid for the annual administration fee of your scheme for the year and/or additional services set out in the fee menu, you shall be entitled to a refund of your fees, less the costs we have incurred to the date of the termination of the services agreement. No interest will be added to the refund. Where you terminate our

services, you will not be entitled to any refund if the invoice arising from the services for which you have been invoiced remains outstanding after 14 calendar days, or is outstanding at the date that our administration services agreement is terminated.

- e. By signing this agreement you agree to pay us for our services in accordance with that set out in these terms of business.
- f. You may request that the invoice(s) is made to and paid by the Registered Administrator of the scheme, however this does not, transfer, alter or diminish any terms or liability you have in connection with this agreement. You are signing this agreement as Trustee(s) of the pension scheme.

2. Termination

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

3. Communicating

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

4. Compensation

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

5. Verifying identity

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

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

6. Legal documents

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

7. Your money and investments

We do not handle client money under any circumstances. We are not co-owner or a signatory to any investments of any nature, including but not limited to loans, borrowings, stock and share purchases/sales, securities, financial futures and options, certificates of deposit, currency, metals, land and property of any nature. We are registered for Money Laundering Regulation and will require authority to obtain information regarding investment activities in order that we may meet HM Customs and Excise requirements, with whom we are registered with. We do not provide financial and/or investment advice. You are recommended to speak with 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 June 2009; they are valid from that date.

11. Complaints Procedure

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

The Directors

Pension Practitioner.Com Limited

33-35 Daws Lane

London

NW7 4SD

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

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

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

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

13. Contracts (Rights of Third Parties) Act 1999

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

14. Scope of our services

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

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

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

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

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

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

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

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

We do undertake all of the following:

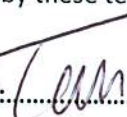
- maintaining records;
- liaising with tax authorities;
- arranging actuarial advice;
- paying over contributions to a product provider or fund manager for investment in line with pre-agreed instructions; and
- paying out benefits under the instruction of the trustees
HMRC and all other Regulatory reporting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

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

Fit and Proper Persons

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

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

Signed: 

Name: T. MOLONEY

Signed:

Name:

Signed:

Name:

Parties

- 1 **Trans Holdings Limited** (company number **02801638** (in this deed called the 'Principal Employer') of 60-62 Old London Road, Kingston Upon Thames, Surrey, KT2 6QZ
- 2 **Thomas Moloney** (in this deed called the 'Trustees') of The Coach House, Nash Manor, Horsham Road, Steyning, West Sussex, BN44 3AA

Recitals

- (A) The Principal Employer wishes to establish a pension scheme to be known as **TM SSAS Fund** (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

Trans Holdings Limited acting by

Director

Signature :

Name :

Witness

Signature :

Name :

Address :

Tam

T. MOLONEY

Desmond Moloney

DESMOND MOLONEY :
8 ALBERT CLOSE
HAYWARDS HEATH
W. SUSSEX RH16 3NW

SIGNED as a deed, and delivered when dated, by

Thomas Moloney in the presence of:

Witness

Signature :

Name :

Address :

Desmond Moloney

DESMOND MOLONEY
8 ALBERT CLOSE
HAYWARDS HEATH
W. SUSSEX RH16 3NW.

Tam (signature)

Dated:

Trust Deed
establishing the
TM SSAS Fund

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

Authorised Signatory :

Name : Brad Davis

Authorised Signatory :

Name : Miri Azizi

SIGNED as a deed, and delivered when dated,
by **Trans Holdings Limited**
acting by

Director

Signature:



Name :

T. MOLONEY

Witness

Signature :



Name :

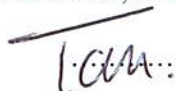
DESMOND MOLONEY

Address :

8 ALBERT CLOSE
HAYWARDS HEATH
W. SUSSEX RH16 3NU

SIGNED as a deed, and delivered when dated,

by

..... (signature)

Thomas Moloney in the presence of:

Witness

Signature :



Name :

DESMOND MOLONEY

Address :

8 ALBERT CLOSE
HAYWARDS HEATH
W. SUSSEX RH16 3NU.

Dated _____

TM SSAS Fund (the 'Scheme'): Appointment of Administrator and Practitioner

Parties

1. **Thomas Moloney** ("The Trustees") of The Coach House, Nash Manor, Horsham Road, Steyning, West Sussex, BN44 3AA
2. **Pension Practitioner .Com Limited** ("the Pension Practitioner") of Daws House, 33-35 Daws Lane, London, NW7 4SD
3. **Trans Holdings Limited** ("The Administrator") of 60-62 Old London Road, Kingston Upon Thames, Surrey, KT2 6QZ

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.

Nomination of beneficiary form

Scheme Name: **TM SSAS Fund** (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mr Thomas Moloney

Date of birth: 24 August 1962

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: KAY MOLONEY Address: COACH HOUSE HORSHAM ROAD STEYNING W-SUSSEX BN44 3AA Proportion % 40	Name: KATHERINE MOLONEY Address: COACH HOUSE HORSHAM RD. STEYNING W-SUSSEX BN44 3AA Proportion % 30
Name: MATTHEW MOLONEY Address: COACH HOUSE HORSHAM RD. STEYNING W-SUSSEX BN44 3AA Proportion % 30	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:

Tan.

Date:

5/3/12

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.



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

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

Name(s) of Account Holder(s)

TRANS HOLDINGS LTD

Bank/Building Society account number

7 4 5 0 1 9 1 7

Branch Sort Code

6 0 0 9 2 1

Name and full postal address of your Bank or Building Society

To: The Manager Bank/Building Society
NAT WEST
Address
151 HIGH STREET
GUILDFORD, SURREY
Postcode
GU1 3AH

Reference Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Service User Number (SUN)

2 5 0 0 9 9

FOR OFFICIAL USE ONLY

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

Important – Please complete these details:

Account Holder(s) Name & Address:

Name: Tom Moloney

Address: COACH HOUSE

HOLSHAM RD, STEYNING

W SUSSEX

Postcode: BN44 3AA

Email Address: t.moloney@transair.co.uk

Instruction to your Bank or Building Society

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

Signature(s)

T.M.

Date

5/3/12

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

This guarantee should be detached and retained by the Payer.

DD11

The Direct Debit Guarantee



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