

Empowered Pension Ltd

SSAS Scheme Rules

THE RULES

1	GOVERNANCE.....	3
2	APPOINTMENT AND REMOVAL OF TRUSTEES.....	3
3	INVESTMENT.....	3
4	POWERS OF TRUSTEES.....	4
5	HELP FOR TRUSTEES.....	4
6	PROCEEDINGS OF TRUSTEES.....	4
7	DUTIES OF TRUSTEES.....	5
8	LIABILITY OF TRUSTEES.....	6
9	FEES OF TRUSTEES.....	6
10	COSTS OF THE SSAS.....	6
11	SCHEME ADMINISTRATOR.....	6
12	EMPLOYERS.....	7
13	AMENDMENT.....	7
14	ADMISSION TO MEMBERSHIP.....	7
15	EVIDENCE AND INFORMATION.....	7
16	CONTRIBUTIONS.....	7
17	MULTIPLE INDIVIDUAL FUNDS.....	8
18	BENEFITS FOR A MEMBER.....	8
19	DEATH BENEFITS.....	9
20	DRAWDOWN.....	10
21	PAYMENT OF LUMP SUM DEATH BENEFITS.....	10
22	REALLOCATION TO UNCONNECTED MEMBERS.....	11
23	TRANSFERS OF BENEFITS.....	11
24	PAYMENT OF BENEFIT.....	11
25	OVERPAYMENT OF BENEFIT.....	12
26	DEDUCTION OF TAX.....	12
27	INALIENABILITY.....	12
28	APPLICATION OF THE GENERAL FUND.....	12
29	PRESERVATION.....	12
30	PENSION SHARING.....	13
31	BUYING-OUT BENEFITS.....	13
32	WINDING-UP.....	13
33	NOTICES.....	14
34	DEFINITIONS AND INTERPRETATION.....	14

THE RULES

1 GOVERNANCE

- 1.1 The **THE WESTWOOD SSAS** ("the SSAS") is governed by the Rules.
- 1.2 The Trustees hold the Fund upon irrevocable trusts subject to the Rules.
- 1.3 The Trustees may do anything expedient or necessary in relation to the Fund and for the benefit of Beneficiaries.
- 1.4 The Trustees may determine whether or not any person is a Beneficiary, the amount of any Benefit and all questions and matters of doubt arising in connection with the SSAS.
- 1.5 A person will only have a claim, right or interest in respect of the SSAS to the extent that it arises under the Rules.

2 APPOINTMENT AND REMOVAL OF TRUSTEES

- 2.1 The Member Trustees may by deed:
 - 2.1.1 appoint any person to act as a new or additional Trustee; and
 - 2.1.2 remove any person who is a Trustee from acting as a Trustee whether or not another person is appointed as a replacement Trustee.
- 2.2 A Trustee (except a sole Trustee) may retire from acting as a Trustee by giving notice in writing to that effect to the other Trustee(s) and will then be discharged from acting as a Trustee.
- 2.3 There is no minimum number of Trustees only a maximum of eleven.

3 INVESTMENT

- 3.1 The Trustees have full powers of investment including all such powers which they could exercise if they were absolutely and beneficially entitled to the Fund. In particular, the Trustees may invest all or any part of the Fund in any part of the World in:
 - 3.1.1 any policy from or contract with an insurance company in connection with the provision of pension, lump sum or any other similar benefits;
 - 3.1.2 any interest in land or property (including commercial and residential land or property);
 - 3.1.3 any units, unit trusts or mutual funds or in any other common investment funds or securitised issues or in any other form of collective investment;
 - 3.1.4 the purchase of or subscription for or in underwriting, sub-underwriting or guaranteeing the subscription of any stocks, shares, debenture stocks or other investments;
 - 3.1.5 entering into and engaging in any obligation or contract or dealing including dealing in currencies, traded options, financial futures, swaps, commodities or commodity futures;
 - 3.1.6 any bank or building society account;
 - 3.1.7 any property or right or interest of any description and in any asset whether tangible or not and whether moveable or not; and
 - 3.1.8 the insurance of any assets of the Fund against any risks.

- 3.2 The Trustees may also:
- 3.2.1 lend monies to, and borrow or raise monies from, any person for such purposes and upon such security and subject to such terms as they consider fit; and
 - 3.2.2 sell, lend, lease, license, surrender, assign, convert, repair, alter, improve, maintain, develop, demolish, vary or transpose any assets of the Fund.
- 3.3 The Trustees may exercise any powers under this Rule 3:
- 3.3.1 alone or jointly with any other person or legal entity;
 - 3.3.2 whether or not the exercise of any such power:
 - (a) produces interest or dividends or any other form of income;
 - (b) involves a wasting or depreciating asset or any interest in an asset which is reversionary or limited in any other way;
 - (c) involves any liability on the Trustees or the Fund;
 - 3.3.3 whether or not any Trustee or any person who is helping the Trustees in connection with the operation of the SSAS under Rule 5 or any person connected or associated with any of them has an interest in the exercise of any such power.

4 POWERS OF TRUSTEES

- 4.1 The Trustees have all the powers, rights, privileges and discretions they require for the operation of the SSAS including for the performance of all duties imposed on them by law.
- 4.2 Section 11(1) of the Trusts of Land and Appointment of Trustees Act 1996 does not apply in relation to the SSAS.
- 4.3 The Trustees may delegate or authorise sub-delegation of any of their powers, rights, discretions and duties to any one or more of themselves, other person, body or Participating employer and the Trustees are not liable for any losses arising as a consequence.
- 4.4 The Trustees may operate a bank or building society account. Any Corporate Trustee may operate any such account alone on behalf of the Trustees.
- 4.5 The Trustees may accept or renounce gifts, donations or bequests to the SSAS.

5 HELP FOR TRUSTEES

- 5.1 The Trustees may:
 - 5.1.1 obtain professional advice and services;
 - 5.1.2 employ and obtain services from any person or participating employer;
 - 5.1.3 obtain services from an employee of a participating employer, with the agreement of that participating employer; and
 - 5.1.4 appoint and obtain services from any investment manager, nominee, custodian, sub-custodian or other person concerned with the management or custody of assets.

6 PROCEEDINGS OF TRUSTEES

- 6.1 Subject to Rules 6.2 to 6.7, the Trustees may regulate their proceedings as they think fit and may make decisions by written resolution or in a meeting or in any other way.
- 6.2 Subject to Rule 6.3, the Trustees can only make decisions with the unanimous agreement of

the Member Trustees.

- 6.3 The agreement in writing of any Corporate Trustee is required to:
 - 6.3.1 exercise any of the powers under Rule 3;
 - 6.3.2 appoint any person to act or remove any person from acting as Scheme Administrator under Rule 11;
 - 6.3.3 amend the Rules under Rule 13;
 - 6.3.4 exercise any of the powers under Rule 18.4 (including an exercise of any such powers for the purposes of Rules 19.1.6, 19.2.6 or 19.3); and
 - 6.3.5 resolve under Rule 32.1.1. that Rule 32 applies to wind-up the SSAS; and
 - 6.3.6 any other matter as agreed between any Corporate Trustee and the Member Trustees in writing.
- 6.4 A decision of any Corporate Trustee to give or refuse to give its agreement for the purposes of Rule 6.3 will not constitute a day to day decision relating to the management of relevant assets within the meaning of the Financial Services and Markets Act 2000 (Carrying on Regulated Activities by Way of Business) Order 2001.
- 6.5 If the SSAS has a Corporate Trustee:
 - 6.5.1 the Member Trustees must as soon as practicable after any decision which did not require the agreement of any such Corporate Trustee under Rule 6.3 provide such Corporate Trustee with documentary evidence of such decision;
 - 6.5.2 any such Corporate Trustee may make any report it alone considers reasonably necessary in connection with the SSAS to the Pensions Regulator (as established by the Pensions Act 2004) or HMRC or otherwise;
 - 6.5.3 any such Corporate Trustee may not be regarded as being in breach of any duty to which such Corporate Trustee is subject only because of information or opinion contained in a report described in Rule 6.5.2; and
 - 6.5.4 the Principal Employer, Scheme Administrator and Member Trustees must promptly provide the Corporate Trustee with any information in connection with the SSAS it may reasonably require.
- 6.6 An exercise of a power or discretion by and a decision of the Trustees or any delegate or sub-delegate of the Trustees will not be invalidated or questioned on the ground that any Trustee (or any director or officer of a Corporate Trustee) or any delegate or sub-delegate of the Trustees has a personal interest in the manner or result of the exercise of the power or discretion or in the decision concerned.

7 DUTIES OF TRUSTEES

- 7.1 The Trustees must keep such books and records as may be required:
 - 7.1.1 for the proper administration and management of the SSAS; or
 - 7.1.2 by section 49(2) of the Pensions Act 1995.
- 7.2 The Trustees may at any time, and must if required by law, arrange for a statement of accounts in relation to the Fund to be prepared and audited.
- 7.3 The duty of care under section 1 of the Trustee Act 2000 does not apply to any of the Trustees in connection with the SSAS.

8 LIABILITY OF TRUSTEES

- 8.1 Subject to sections 33 and 34 of the Pensions Act 1995 and, if relevant, to section 232 of the Companies Act 2006, the Trustees and any director or officer of a Corporate Trustee will not be liable in any manner whatsoever except:
- 8.1.1 in relation to the consequences of their own fraudulent or dishonest conduct or their own wilful neglect or default; and
 - 8.1.2 that any Corporate Trustee will be liable for the consequences of their or its negligence.
- 8.2 The Member Trustees will to the extent:
- 8.2.1 permitted by section 256 of the Pensions Act 2004, be indemnified out of the Fund; or
 - 8.2.2 that the Member Trustees cannot be indemnified out of the Fund, be indemnified by the Principal Employer or Employers adhered to the SSAS;
- against any liabilities, losses, costs, fees, charges, expenses or other similar amounts they suffer or incur as Member Trustees except to the extent that any such liabilities, losses, costs, fees, charges, expenses or other similar amounts are suffered or incurred by them as a result of their own fraudulent or dishonest conduct or their own wilful neglect or default.
- 8.3 The Member Trustees may take out trustees' liability insurance to cover any liability in connection with the SSAS and the cost of such insurance will, to the extent permitted by section 256 of the Pensions Act 2004, be borne by the SSAS.

9 FEES OF TRUSTEES

A Trustee who provides services to the SSAS on a professional basis is entitled to be paid all costs, fees, charges and expenses which relate to him providing any such services including any services which could have been provided to the SSAS by a Trustee otherwise than on a professional basis.

10 COSTS OF THE SSAS

All costs, fees, charges and expenses in connection with the SSAS will be met by the Trustees out of the Fund unless they are met by another person.

11 SCHEME ADMINISTRATOR

- 11.1 The Trustees may appoint a person who satisfies the criteria in section 270(2) of the Act to act as the Scheme Administrator and may remove any such person from acting as the Scheme Administrator.
- 11.2 The Trustees must ensure that a person who satisfies the criteria in section 270(2) of the Act is appointed as the Scheme Administrator at all times.
- 11.3 A person who is the Scheme Administrator may retire from acting as the Scheme Administrator by giving notice in writing to that effect to the Trustees unless no person is appointed as the Scheme Administrator in his place.
- 11.4 The Trustees must provide and procure such documents and records and other information and assistance to or for the Scheme Administrator as it may reasonably request in connection with its functions under the Act.
- 11.5 Rule 8 applies to any Trustee acting as the Scheme Administrator as if anything done or omitted to be done by him as the Scheme Administrator were done or omitted to be done by him as a Trustee.

12 EMPLOYERS

- 12.1 The Trustees may admit an employer whose employees are allowed to participate in the SSAS and thereafter be known as a Participating Employer by a deed in which the employer in question covenants to comply with those provisions of the Rules which apply to such an employer.
- 12.2 The Trustees may, with the agreement of the Principal Employer from time to time, by deed substitute another employer as the Principal Employer provided that the employer in question covenants to comply with those provisions of the Rules which apply to the Principal Employer.
- 12.3 If a Participating Employer:
- 12.3.1 goes into liquidation or is dissolved or otherwise ceases to exist; or
 - 12.3.2 has an administrator, an administrative receiver or the official receiver appointed in respect of any of its undertaking or assets;
- all of its powers and discretions under the Rules will vest in and be exercisable by the Trustees alone.

13 AMENDMENT

The Trustees may by deed modify, add to or delete any of the Rules with retrospective immediate or future effect subject to any restrictions imposed by law.

14 ADMISSION TO MEMBERSHIP

The Trustees may admit as a Member:

- 14.1 any employee or director of a Participating employer; and
 - 14.2 any other person whose admission is consistent with the SSAS's status as an occupational pension scheme and a registered pension scheme;
- subject to any terms and conditions as the Trustees think fit.

15 EVIDENCE AND INFORMATION

- 15.1 The Trustees may ask any Beneficiary to supply evidence of age, health and status and any rights and entitlements under any other registered pension scheme and any other evidence and information as they may reasonably require. The Trustees may withhold payment of all or part of any Benefits until they receive and accept as sufficient any such evidence or information.
- 15.2 A Beneficiary must provide the Trustees with any information which may affect his entitlement or prospective entitlement under the SSAS immediately on becoming aware of any such information.

16 CONTRIBUTIONS

- 16.1 Subject to Rule 16.3, any person may with the consent of the Trustees contribute to the Fund in such form and amounts and at such times as the Trustees may decide.
- 16.2 Subject to Rule 16.3, a contribution must be allocated to:
- 16.2.1 one or more Individual Funds which relate to one or more Members, as the person who makes the contribution directs; or
 - 16.2.2 in the absence of any such direction, the General Fund.

- 16.3 A contribution which would cause the loss of Enhanced Protection or Fixed Protection, will not form part of the Fund and will not be held for the purposes of the SSAS but will instead be held by the Trustees on trust for the person who made the contribution absolutely unless the Trustees and relevant Member(s) agree in writing that this Rule 16.3 will not apply before such contribution is made.

17 MULTIPLE INDIVIDUAL FUNDS

The Trustees may treat an existing part of a Member's Individual Fund as, or may allocate a contribution by or in respect of a Member to, a separate Individual Fund. If the Trustees do so, any such part or contribution will:

- 17.1 constitute a separate Individual Fund for the purposes of the Rules; but
- 17.2 not constitute a separate arrangement for the purposes of the Act unless the Member and Trustees agree otherwise.

18 BENEFITS FOR A MEMBER

- 18.1 The Trustees may at the request of a Member use his Individual Fund to:

- 18.1.1 designate some or all of it as described in paragraph 8 of part 1 of schedule 28 to the Act as a member's drawdown pension fund and available for payment in accordance with Rule 20;
- 18.1.2 designate some or all of it as described in paragraph 8A of part 1 of schedule 28 to the Act as a flexi-access drawdown fund and available for payment in accordance with Rule 20;
- 18.1.3 pay an uncrystallised funds pension lump sum;
- 18.1.4 pay a pension commencement lump sum;
- 18.1.5 purchase a policy from or enter into a contract with an insurance company in the Trustees' names which secures the payment of any Benefits and which is held as part of an Individual Fund; or
- 18.1.6 purchase a policy from or enter into a contract with an insurance company in such Member's name and in connection with the provision of pension, lump sum or any other similar benefits outside of the SSAS in place of any Benefits which would otherwise have been payable or prospectively payable out of such Member's Individual Fund;

on such date as the Member may select which is not before the earlier of the date on which the Member reaches age 55 (or any protected pension age) and the ill-health condition is met.

- 18.2 Any Benefits which are secured by a policy purchased or contracted entered into under Rule 18.1.5 will only be payable to the extent that the insurance company in question pays an amount which represents such Benefits to the Trustees.
- 18.3 The Trustees will when they purchase a policy or enter into a contract under Rule 18.1.6 be discharged from all claims in respect of the Benefits to which the policy or contract relates.
- 18.4 Notwithstanding Rule 18.1, the Trustees may at the request of a Member use some or all of his Individual Fund to:
- 18.4.1 provide any benefit permitted by the pension rules, lump sum rule, pension death benefit rules or lump sum death benefit rule;
- 18.4.2 make any other payment authorised by the Act;
- 18.4.3 provide benefits of any kind other than a payment;

19 DEATH BENEFITS

- 19.1 The Trustees must on the death of a Member use his Individual Fund to:
- 19.1.1 designate some or all of it as described in paragraph 22 of part 2 of schedule 28 to the Act as a dependant's drawdown pension fund and available for payment in accordance with Rule 20;
 - 19.1.2 designate some or all of it as described in paragraph 22A of part 2 of schedule 28 to the Act as a dependant's flexi-access drawdown fund and available for payment in accordance with Rule 20;
 - 19.1.3 under Rule 21 pay:
 - a drawdown pension fund lump sum death benefit;
 - a flexi-access drawdown fund lump sum death benefit;
 - an uncrystallised funds lump sum death benefit;
 - 19.1.4 purchase a policy from or enter into a contract with an insurance company in the Trustees' names which secures the payment of any Benefits and which is held as part of a Dependant's Individual Fund;
 - 19.1.5 purchase a policy from or enter into a contract with an insurance company in the name of a Dependant and in connection with the provision of pension, lump sum or any other similar benefits outside of the SSAS in place of any Benefits which would otherwise have been payable or prospectively payable out of such Member's Individual Fund;
 - 19.1.6 notwithstanding Rules 19.1.1 to 19.1.5, in one or more of the ways described in Rules 18.4.1 to 18.4.4;
 - 19.1.7 reallocate it under Rule 22 or;
 - 19.1.8 to the extent that it cannot be used under Rules 19.1.1 to 19.1.7, allocate it to the General Fund.
- 19.2 The Trustees must on the death of a Dependant to whom the SSAS is paying Benefits use the Dependant's Individual Fund to:
- 19.2.1 designate some or all of it as described in paragraph 22 of part 2 of schedule 28 to the Act as a dependant's drawdown pension fund and available for payment in accordance with Rule 20;
 - 19.2.2 designate some or all of it as described in paragraph 22A of part 2 of schedule 28 to the Act as a dependant's flexi-access drawdown fund and available for payment in accordance with Rule 20;
 - 19.2.3 under Rule 21 pay:
 - a drawdown pension fund lump sum death benefit;
 - a flexi-access drawdown fund lump sum death benefit;
 - an uncrystallised funds lump sum death benefit
 - 19.2.4 purchase a policy from or enter into a contract with an insurance company in the Trustees' names which secures the payment of any Benefits and which is held as part of a Dependant's Individual Fund;
 - 19.2.5 purchase a policy from or enter into a contract with an insurance company in the name of another Dependant and in connection with the provision of pension, lump sum or any other similar benefits outside of the SSAS in place of any Benefits which would otherwise have been payable or prospectively payable out of such Dependant's Individual Fund;
 - 19.2.6 notwithstanding Rules 19.2.1 to 19.2.5, in one or more of the ways described in Rules 18.4.1 to 18.4.4;

- 19.2.7 reallocate it under Rule 22 or;
- 19.2.8 to the extent that it cannot be applied under Rules 19.2.1 to 19.2.7, allocate it to the General Fund.
- 19.3 The Trustees must if a Dependant to whom the SSAS is paying Benefits ceases to be a Dependant, use the Dependant's Individual Fund in one or more of the ways described in Rules 19.2.1 to 19.2.8.
- 19.4 Any Benefits which are secured by a policy purchased or contracted entered into under Rules 19.1.4 or 19.2.4 (including a policy purchased or contract entered under Rule 19.2.4 where it applies for the purposes of Rule 19.3) will only be payable to the extent that the insurance company in question pays an amount which represents such Benefits to the Trustees.
- 19.5 The Trustees will when they purchase a policy or enter into a contract under Rules 19.1.5 or 19.2.5 (including a policy purchased or contract entered under Rule 19.2.5 where it applies for the purposes of Rule 19.3) be discharged from all claims in respect of the Benefits to which the policy or contract relates.

20 DRAWDOWN

The Trustees must use a drawdown pension fund, dependant's drawdown pension fund, flexi-access drawdown fund or dependant's flexi-access drawdown fund to pay to a Member or Dependant such amount of Drawdown at such times as the Member or Dependant in question specifies provided that the Trustees may impose such minimum and maximum amounts on payments of Drawdown and restrictions as to the timing of such payments as they think fit."

21 PAYMENT OF LUMP SUM DEATH BENEFITS

- 21.1 Subject to Rules 21.2 and 21.3, when the Trustees pay lump sum death benefits under this Rule they must pay such benefits to one or more of the following persons:
 - 21.1.1 the Member's or Dependant's Relatives;
 - 21.1.2 on the death of a Member:
 - (a) any person nominated for this purpose by the Member;
 - (b) a Dependant of the Member;
 - 21.1.3 on the death of a Dependant:
 - (a) any person nominated for this purpose by the Dependant;
 - (b) another Dependant;
 - 21.1.4 any person with an entitlement under the Member's or Dependant's will;
 - 21.1.5 the Member's or Dependant's personal representatives.
- 21.2 The Trustees may instead of paying an amount to a person under Rule 21.1 pay such amount in any other way for the benefit of that person including to the trustees of any trust and another registered pension scheme.
- 21.3 The Trustees may declare or otherwise establish any trusts for the purposes of Rule 21.2 on such terms as they think fit. Rule 10 will apply to any costs, fees, charges or expenses incurred in doing so.

22 REALLOCATION TO UNCONNECTED MEMBERS

- 22.1 When the Trustees reallocate all or part of an Individual Fund under this Rule they must reallocate all or such part of the Individual Fund in question to a new or another existing Individual Fund of one or more unconnected members as the Trustees think fit.
- 22.2 The Trustees may for the purposes of a reallocation under Rule 22.1 admit an unconnected member as a Member.
- 22.3 For the purposes of this Rule, an unconnected member is a person who was not immediately before the death of the Member or Dependant in question connected with such Member or Dependant for the purposes of section 172B of the Act.

23 TRANSFERS OF BENEFITS

- 23.1 The Trustees may:
- 23.1.1 accept a transfer payment which represents an individual's pension benefits into the SSAS from another registered pension scheme. Any such transfer payment will be applied by the Trustees to provide Benefits to or in respect of that individual; or
 - 23.1.2 make a transfer payment which represents all or part of an Individual Fund to another registered pension scheme or to a qualifying recognised overseas pension scheme.
- 23.2 The Trustees are only required to obtain the consent of the individual in question to a transfer payment under this Rule if:
- 23.2.1 such transfer would prejudice Enhanced Protection or Fixed Protection;
 - 23.2.2 such transfer would not be a recognised transfer; or
 - 23.2.3 such consent is required by law.
- 23.3 If the Trustees accept a transfer payment into the SSAS under Rule 23.1.1 for the provision or continuation of a pension permitted by the pension death benefit rules, the Rules will apply to such pension as if the individual in respect of whose death it is payable had been a Member at the date of his death.
- 23.4 A transfer payment made by the Trustees under Rule 23.1.2 will extinguish all or the relevant part of the Individual Fund in question and will release and discharge the Trustees from all liability in connection with any corresponding Benefits.
- 23.5 The Trustees must provide such information to such persons for the purposes of a transfer under this Rule as is required by law or they may do so as they think fit.

24 PAYMENT OF BENEFIT

- 24.1 The Trustees must pay a Benefit:
- 24.1.1 by bank transfer or otherwise in monetary form; or
 - 24.1.2 with the consent of the Beneficiary in question, by way of a transfer of all or any part of any asset of the Fund or of any interest in any such asset or by way of any other transfer of money's worth.
- 24.2 The Trustees may, if and for so long as a person entitled to a Benefit is a minor, or is, in the opinion of the Trustees, unable to act by reason of a lack of capacity or otherwise, pay such Benefit to any one or more of that person's parents, guardians, spouse, civil partner or any other person legally appointed or authorised to receive it on that person's behalf to be applied for that person's benefit. A payment of a Benefit under this Rule 24.2 will release

and discharge the Trustees from all liability in connection with that Benefit and the Trustees will not be obliged to enquire into the application of that Benefit.

25 OVERPAYMENT OF BENEFIT

The Trustees are not required to seek to recover any overpayment of Benefits but may do so directly or by set-off or otherwise subject to sections 91 to 95 of the Pensions Act 1995.

26 DEDUCTION OF TAX

The Trustees may deduct from any:

- 26.1 payment (or anything treated as a payment) to any person or body;
- 26.2 part of the Fund to which a payment (or anything treated as a payment) relates;
- 26.3 reallocation under Rule 22 or allocation to the General Fund;

a sum equal to any tax for which the Trustees or Scheme Administrator are or may be liable as a result of any such payment, reallocation or allocation. Where the Trustees are uncertain of the amount of any tax, they may deduct such amount as they think fit or postpone such payment, reallocation or allocation.

27 INALIENABILITY

- 27.1 A Benefit can only be assigned, commuted, surrendered or forfeited in accordance with sections 91 to 95 of the Pensions Act 1995.
- 27.2 A charge or lien can only be applied on and a set-off can only be applied against a Benefit in accordance with sections 91 to 95 of the Pensions Act 1995. In particular, the Trustees may apply a charge or lien on or a set-off against a Benefit for the purpose of discharging some monetary obligation due to:
 - 27.2.1 the SSAS from a Beneficiary arising out of a criminal, negligent or fraudulent act or omission by him or if he is a Member Trustee arising out of a breach of trust by him; or
 - 27.2.2 a Participating employer from a Beneficiary arising out of a criminal, negligent or fraudulent act or omission by him;

subject to the conditions under sections 91 to 95 of the Pensions Act 1995.

28 APPLICATION OF THE GENERAL FUND

The Trustees may at any time apply all or any part of the General Fund:

- 28.1 to create or augment any Individual Fund or otherwise provide new or increased Benefits for any person;
- 28.2 to pay any of the costs, fees, charges and expenses in connection with the SSAS which are outstanding;

or in any other way which in the opinion of the Trustees is consistent with the status of the SSAS as a registered pension scheme.

29 PRESERVATION

The preservation requirements as defined in section 69(2) of the Pension Schemes Act 1993 to the extent that they apply to the SSAS are deemed to form part of the Rules and override any provision of the Rules to the extent that any such provision is inconsistent with those preservation requirements.

30 PENSION SHARING

- 30.1 The Trustees must discharge any liability in respect of a person who acquires a pension credit by:
- 30.1.1 admitting that person as a Member under Rule 14 and providing for that person an Individual Fund equal in value to that pension credit;
 - 30.1.2 making a transfer payment for that person to another registered pension scheme or qualifying recognised overseas pension scheme of an amount equal in value to that pension credit; or
 - 30.1.3 paying an amount equal in value to that pension credit to purchase a policy from or enter into a contract with an insurance company in the name of that person and in connection with the provision of pension, lump sum or any other similar benefits outside of the SSAS to or in respect of that person.
- 30.2 The Trustees may recover charges in connection with a pension credit by deducting them from that pension credit or from the Individual Fund which is subject to the corresponding pension debit in accordance with section 41 of the Welfare Reform and Pensions Act 1999.

31 BUYING-OUT BENEFITS

- 31.1 The Trustees may at any time:
- 31.1.1 use an Individual Fund to purchase a policy from or enter into a contract with an insurance company in the name of the Member or Dependant to whom such Individual Fund relates and in connection with the provision of pension, lump sum or any other similar benefits outside of the SSAS in place of Benefits which would otherwise have been payable or prospectively payable out of such Individual Fund; and
 - 31.1.2 arrange with an insurance company the assignment of a policy purchased or contract entered into under Rules 18.1.5, 19.1.4 or 19.2.4 (including a policy purchased or contract entered under Rule 19.2.4 where it applies for the purposes of Rule 19.3);
- on such terms as the Trustees think fit.
- 31.2 The Trustees will when they purchase a policy or enter into a contract for the purposes of Rule 31.1.1 or arrange for the assignment of a policy or contract for the purposes of Rule 31.1.2 be discharged from all claims in respect of the Benefits to which the policy or contract relates.

32 WINDING-UP

- 32.1 This Rule 32 applies:
- 32.1.1 if the Trustees so resolve; or
 - 32.1.2 on the hundred and twenty-fourth anniversary of the date of the establishment of the SSAS.
- 32.2 When this Rule 32 applies:
- 32.2.1 the Trustees will wind-up the SSAS;
 - 32.2.2 the trusts of the SSAS will remain in full force and effect and all of the powers and discretions under the Rules will remain exercisable until the whole Fund has been applied under Rules 32.3, 32.4 and 32.5.
- 32.3 When this Rule 32 applies, the Trustees must apply:
- 32.3.1 any General Fund under Rule 28;

32.3.2 each Individual Fund as follows and in the following order to:

- (a) pay actual or anticipated costs, fees, charges and expenses in connection with the application of the Fund as the Trustees think fit;
- (b) pay any lump sum death benefit under Rule 21 in respect of a death which occurred before this Rule 32 applies;
- (c) secure Benefits in respect of the Member or Dependant to whom the Individual Fund in question relates in such one or more of the ways described in Rule 32.4 as the Trustees think fit having regard to the Benefits that would otherwise have been payable or prospectively payable from the SSAS.

32.4 The ways described in this Rule 32.4 are to:

- 32.4.1 purchase a policy from or enter into a contract with an insurance company in the name of the Member or Dependant to whom the Individual Fund in question relates and in connection with the provision of pension, lump sum or any other similar benefits on any terms;
- 32.4.2 pay a lump sum permitted by the lump sum rule;
- 32.4.3 with the consent of the Member or Dependant to whom the Individual Fund in question relates, pay any lump sum other than as described in Rule 32.4.2; and
- 32.4.4 make a transfer payment under Rule 23.1.2.

32.5 If the assets of the Fund include a policy purchased from or contract entered into with an insurance company which is in the names of the Trustees and which is in connection with the provision of pension, lump sum or any other similar benefits the Trustees must arrange with the insurance company in question the:

- 32.5.1 assignment of any such policy or contract to the person to whom such policy or contract relates;
- 32.5.2 securing of it under trust for the person to whom such policy or contract relates; or
- 32.5.3 assignment of any such policy or contract to another registered pension scheme.

33 NOTICES

Notices to the Trustees or Scheme Administrator must be given in writing and will not be effective until actually received. Any Trustee or Scheme Administrator may waive any of these requirements for a notice to be given to him.

34 DEFINITIONS AND INTERPRETATION

34.1 In these rules unless the context requires otherwise:

"Act" means the Finance Act 2004 and the schedules and any regulations relating to that Part.

"Beneficiary" means a Member or any person who has a Benefit.

"Benefit" means an actual or prospective entitlement to any benefit under the SSAS.

"Dependant" in relation to a Member has the meaning that it has in the Act and, in particular, includes:

- (a) a person who was married to the Member or a civil partner of the Member for the purposes of the Civil Partnership Act 2004 when (if at all) the Member first became entitled to a **pension** under the SSAS; and
- (b) for the avoidance of doubt, a person who was married to the Member includes a

person who is the opposite sex of or same sex as the Member.

"Enhanced Protection" means the protection given in relation to the lifetime allowance where paragraph 12 of schedule 36 of the Act applies in the case of an individual.

"Fixed Protection" means the protection given in relation to the standard lifetime allowance where:

- (a) paragraph 14 of part 2 of schedule 18 to the Finance Act 2011;
- (a) paragraph 1 of part 1 of schedule 22 to the Finance Act 2013; or
- (b) any other transitional provision which provides protection that is similar to the protection provided by the legislation referred to in paragraphs (a) and (b) immediately above in relation to a reduction in the standard lifetime allowance;

applies in relation to an individual;

"Fund" means all contributions, investments, property, policies, contracts, monies, transfer payments received by the SSAS, gifts and any other sums or assets held for the purposes of the SSAS.

"General Fund" means any part of the Fund which is not an Individual Fund.

"HMRC" means HM Revenue & Customs.

"Individual Fund" in relation to a Member or Dependant means that part of the Fund which the Trustees attribute to him having regard to:

- in the case of a Member only, any contributions made by him and by any other person in respect of him;
- in the case of a Dependant only, the Individual Fund of the Member in question;
- any income, gains or losses (whether realised or not) and any costs, fees, charges and expenses borne by the Fund and any actual or prospective liabilities of the Trustees (other than liabilities to pay Benefits) or of the Scheme Administrator which relate to him;
- any transfer payment under Rule 23.1.1 made to the SSAS in respect of him;
- any reallocation under Rule 22 or any allocation to the General Fund;
- any pension credit or pension debit applicable to him.

The Trustees may attribute a specific asset or a specific proportion of any such asset to an Individual Fund (either for a fixed period or indefinitely) and may vary or revoke any such attribution but in each case only with the consent of the Member or Dependant to whom the Individual Fund relates.

"Member" means a person admitted as a Member under Rule 14 or following a transfer payment into the SSAS under Rule 23.1.1. "Membership" has a corresponding meaning.

"Member Trustee" means:

- (a) a person who is defined as such in the Trust Deed; or
- (a) any person who has been appointed as a Trustee under Rule 2, who is Member and who is not a Corporate Trustee;

where in either case such person has not been removed or retired under Rule 2.

"Pension Scheme" means an arrangement of investments that is registered with *HM Revenue & Customs* under the Finance Act 2004.

"Participating employer" means an employer admitted under Rule 12.1.

"Principal Employer" means the employer stated in the Trust Deed to be the first principal

employer of the SSAS or any other employer subsequently substituted for such principal employer under Rule 12.2.

"Corporate Trustee" means a Trustee that is a corporate body and where represented will be a Director of that corporate body.

"Relative" in relation to an individual means:

- (a) a person who was immediately before the death of such individual a spouse of such individual and who is of the opposite sex or the same sex as the individual or a civil partner of such individual for the purposes of the Civil Partnership Act 2004;
- (a) an ancestor or a descendant (including a person who was adopted by and an unborn child) of such individual;
- (b) an ancestor or a descendant (including a person who was adopted by and an unborn child of) of a person described in paragraph (a) of this definition;
- (c) a brother or a sister of the individual and a descendant (including a person who was adopted by and an unborn child of) of such brother or sister;
- (d) a spouse of a person described in paragraphs (b), (c) or (d) of this definition who is of the opposite sex or the same sex as such person or a civil partner of such person for the purposes of the Civil Partnership Act 2004;

provided that any person of a description in paragraphs (a) – (e) of this definition must satisfy any such description at the date of the death of the individual in question.

"Rules" means these rules and any amendments or modifications to them.

"Scheme Administrator" means the person appointed by the Trustees under Rule 11.

"SSAS" is as defined in the Trust Deed.

"Trust Deed" means the trust deed to which the Rules are attached.

"Trustees" means the Member Trustees and any Corporate Trustee.

34.2 In the Rules:

- 34.2.1 references to legislation includes a modification to or a replacement for such legislation and any subsequent related legislation;
- 34.2.2 indices and headings are included for convenience only and do not affect the interpretation of the Rules; and
- 34.2.3 unless the context requires otherwise, references to the singular include the plural and vice versa and references to any gender include any other gender.

Signed 
 Andrew Steven Greenhalgh

Date 29/10/18

Signed 
 Empowered Pensions Ltd

Date 29/10/18