

# **COPY OF HMRC REGISTRATION**

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

**Pension Schemes Services**  
Fitz Roy House  
Castle Meadow Road  
Nottingham  
NG2 1BD

## **Notification of registration for tax relief and exemptions**

We have registered Trimix Limited Pension Scheme on 20 October 2014. Tax relief and exemptions are due from this date.

Your Pension Scheme Tax Reference (PSTR) is 00815851RC. You should use this when you want to view the scheme details online and in all future communications with us.

On your application for registration you indicated that the scheme is an occupational and investment-regulated pension scheme. If the scheme ceases to be investment-regulated and/or changes its legal structure, then you must tell us about the change on an event report. If there are any other changes, to any factor regarding a declaration or confirmation you gave when applying to register the scheme, please tell us as soon as possible.

An occupational pension scheme is defined in section 150(5) of the Finance Act 2004 as a pension scheme established by an employer or employers and having or capable of having effect so as to provide benefits to or in respect of any or all of the employees of:

- that employer or those employers
- any other employer

whether or not it also has or is capable of having effect so as to provide benefits to or in respect of other persons.

As you have indicated that this is an occupational pension scheme, we expect a genuine employer to have established the scheme. If this is not the case, we may deregister the scheme.

### **Responsibilities of the scheme administrator**

As part of the registration process you declared that as the scheme administrator you will comply with section 270(3) of the Finance Act 2004. This means that you:

- understand that you will be responsible for carrying out the functions conferred or imposed on the scheme administrator by and under this section
- intend to carry out those functions at all times, whether resident in the UK or another state which is a European Union member state or a non-member European Economic Area state

If you do not comply with section 270(3), we may deregister the pension scheme.

### **Authorised transfers**

When you applied you confirmed that:

- the pension scheme rules do not directly or indirectly entitle any person to unauthorised payments
- the pension scheme will not be administered in a way that knowingly entitles any person to unauthorised payments

You must ensure that any transfer of sums and assets out of the pension scheme is a recognised transfer in accordance with section 169 of the Finance Act 2004. Any transfer that is not a recognised transfer would be deemed to be an unauthorised member payment.

An unauthorised member payment would be a scheme chargeable payment. As scheme administrator of the pension scheme you would be liable to a charge to Income Tax of up to 40% of the unauthorised payment, known as the scheme sanction charge.

**COPY OF DEED OF  
EMPLOYMENT**

**Deed of Appointment of a Participating Employer**  
**Flutterbye Enterprise Executive Pension**

Date of Deed: 29 January 2016

**Parties**

1. Workplace Pension Trustees Limited (company number 08533061) of Daws House, 33-35 Daws Lane, London. NW7 4SD (in this Deed called the "Independent Trustee")
2. Flutterbye Enterprise Ltd (Company No. 09237427) of 4 Rectory Close, Wenvoe, Cardiff, CF5 6AQ (in this Deed called the "Participating Employer")

**Recitals**

- (A) Flutterbye Enterprise Executive Pension (in this Deed called the 'Scheme') is a pension scheme which is governed by a Definitive Trust Deed and Rules dated 22 August 2014 and all supplemental deeds and resolutions (in this Deed called the 'Existing Provisions').
- (B) The Independent Trustee is the present Trustee of the Scheme and is cited in the Existing Provisions as the Independent Trustee.
- (C) All powers and discretions are presently vested in the Independent Trustee including the power to appoint a New Participating Employer.
- (D) In this Deed (including the recitals) "Effective Date" means the date of this Deed.

**Operative provisions**

1. The Independent Trustee in exercise of the powers conferred on them in the Existing Provisions and all other powers then enabling hereby appoints the Participating Employer as Principal Employer of the Scheme.
2. The Participating Employer undertakes to perform in all their functions and exercise their powers in accordance with the requirements of the Existing Provisions as Principal Employer of the Scheme.
3. Unless the context requires otherwise, meanings assigned to words and expressions in the Existing Provisions shall apply to words and expressions not otherwise defined in this deed.

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 Workplace Pension Trustees Limited acting by

Director

Signature:

Name: BRAD DAVES

Witness

Signature:

Name: EMMA LISTER

SIGNED as a deed, and delivered when  
dated, by Flutterbye Enterprise Ltd acting  
by:

Director

Signature:

Name :

Sally Milliner

Witness

Signature:

Name :

ADAM SWANBY JONES

**COPY OF ADMINISTRATION  
SERVICES AGREEMENT**

**Dated: 29 January 2016**

- (1) Sally Milliner (TRUSTEE)**
- (2) Pension Practitioner .Com Limited (SUPPLIER)**

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**ADMINISTRATION SERVICES  
AGREEMENT for the  
FLUTTERBYE ENTERPRISE  
EXECUTIVE PENSION**

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**This Agreement** is made on 29 January 2016

**Between**

- (1) Sally Milliner of 4 Rectory Close, Gwenfo, Caerdydd, CF5 6AQ ("**Trustee**").
- (2) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, (the "**Supplier**")

**Background**

- (A) The Trustee and the Supplier have agreed that the Supplier shall provide administration services to the Trustee on behalf of the Scheme.
- (B) Pursuant to its powers under the Trust Deed the Trustee hereby appoints the Supplier to be the Scheme Administrator and to administer the Scheme through providing the Services. This Agreement sets out the terms on which the Supplier shall provide the Services.

**1 Definitions**

In this Agreement, the following expressions shall, save where the context otherwise requires, have the following meanings:

**"Act"** means the Finance Act 2004 and any subsequent amendment;

**"Agreement"** means this Agreement between the parties together with the Schedule(s) attached hereto as the same may be amended, modified or supplemented from time to time in accordance with those provisions;

**"Charges"** means all the fees, charges, disbursements and VAT described in clause 6.1 and any fees or charges payable for Termination Assistance under clause 18.3;

**"Commencement Date"** means the date on which the Scheme is established in accordance with its governing provisions;

**"Confidential Information"** means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, products, developments, trade secrets, know-how, personnel, customers (including all Personal Data) and suppliers (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonably to be considered confidential but does not include information which:

- (i) is or becomes public knowledge other than by breach of clause 15;
- (ii) is received from a third party who lawfully acquired or developed it and who is under no obligation of confidence in relation to its disclosure; or
- (iii) is independently developed without the use of the other party's Confidential Information;

**"Data Protection Legislation"** means the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable laws, codes and regulations whatsoever relating to the processing of Personal Data and privacy under English law, as amended from time to time;

**"DPA"** means the Data Protection Act 1998;

**"Fees"** means the fees payable to the Supplier for providing the Services as described in Schedule 2 of this Agreement;

**"Fund"** means all monies, gifts, transfer payments, funds, investments, policies and property or other sums or assets held by the Trustee upon the trusts of the Scheme including the contributions paid to the Trustee in accordance with the Trust Deed including all income, accretions, options and rights relating to such investments or otherwise held by the Trustee upon the trusts of the Scheme;

**"Good Industry Practice"** means the exercise of the level of reasonable skill and care that would be expected from a suitably skilled, trained and experienced professional pension scheme administrator who is experienced in administering small self-administered pension schemes;

**"HMRC"** means Her Majesty's Revenue & Customs or such other entity as from time to time may perform the role of pension scheme registration;

**"Loss"** and **"Losses"** means any costs, expenses, charges, liabilities, losses, awards, interest, penalties, fines and damages of any kind whatsoever and however caused or incurred or suffered except for:

- (i) loss of profits, business, contracts or goodwill; or
- (ii) special, indirect, consequential or pure economic loss.

**"Personal Data"** shall have the meaning prescribed by Data Protection Legislation;

**"PRAS Regulations"** means the Registered Pension Schemes (Relief at Source) Regulations 2005;

**"Regulator"** means any person having regulatory or supervisory authority over any part of the Services or the Supplier's business including but not limited to the Pensions Regulator, Financial Conduct Authority and Pensions Ombudsman or their successor;

**"Schedule(s)"** means any schedule(s) to this Agreement and all schedules shall form part of this Agreement;

**"Scheme"** means the Flutterby Enterprise Executive Pension;

**"Scheme Administrator"** means the person or persons responsible for the discharge of the functions conferred or imposed on the administrator of the Scheme by or under Part 4 of the Act and the schedules relating to that Part of the Act and the Trust Deed;

**"Sensitive Personal Data"** shall have the meaning prescribed by Data Protection Legislation;

**"Services"** means all the services to be provided by the Supplier to the Trustee under this Agreement;

**"Successor Supplier"** means any party appointed by the Trustee to replace the Supplier as provider of all or any Services;

**"Trust Deed"** means the definitive trust deed and rules governing the Scheme as amended from time to time; and

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

## **2 Interpretation**

2.1 In this Agreement, unless the context otherwise requires:

- 2.1.1 Reference to the singular includes the plural and vice versa, and reference to a gender includes the other gender.
- 2.1.2 References to a statutory provision includes references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

2.1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

2.1.4 References to clauses and to Schedules are to the clauses and schedules of this Agreement.

2.1.5 In the event that and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

### **3 Appointment of the Supplier**

3.1 Pursuant to its powers under the Trust Deed, the Trustee appoints the Supplier to act as Scheme Administrator and provide the Services and the Supplier agrees to act as Scheme Administrator and to provide the Services to the Trustee on the terms set out in this Agreement.

### **4 Start and duration of Agreement**

4.1 This Agreement shall take effect on the Commencement Date and shall continue unless terminated in accordance with clause 17 of this Agreement.

### **5 Performance of the Services**

5.1 The Supplier shall from the Commencement Date use all reasonable endeavours to perform the Services described in Schedule 1 in accordance with:

5.1.1 Good Industry Practice;

5.1.2 the Trust Deed;

5.1.3 the terms of this Agreement; and

5.1.4 all applicable laws, regulations and orders which apply to the Scheme, the Agreement and the Supplier in its role as Scheme Administrator.

5.2 The Supplier may perform additional services or take action outside or beyond what is set out in Schedule 1 if either:

5.2.1 the Supplier has been asked by the Trustee to provide additional services; or

5.2.2 the Supplier considers, in its absolute discretion, that it would be prudent or appropriate to do so to ensure compliance with law or the proper administration of the Scheme or to ensure that the Trustee or the Supplier complies with any applicable legal requirements.

### **6 Charges**

6.1 The Supplier will be entitled to make the following charges for providing the Services:

6.1.1 the Fees set out in Schedule 2;

6.1.2 any additional charges that the Supplier may agree with the Trustee for providing additional services in accordance with clause 5.2 of this Agreement;

6.1.3 all disbursements including VAT incurred by the Supplier in carrying out the Services or any additional services; and

6.1.4 any other charges that the Supplier is entitled to make or deduct under the Trust Deed.

6.2 Pursuant to its powers under the Trust Deed, the Supplier shall be entitled at its absolute discretion to:

6.2.1 deduct the Charges directly from the Fund; and

6.2.2 sell, convert or liquidate any part of the Fund for the payment of any Charges,

subject to the provisions of the Trust Deed. As an alternative the Trustee and the Supplier may agree (at the Supplier's absolute discretion) that any Charge may be paid directly to the Supplier by the Trustee.

6.3 The Supplier may increase the Fees in accordance with Schedule 2. Where the Supplier wishes to increase the Fees other than as set out in Schedule 2 or wishes to make additional charges and the Supplier and the Trustee cannot reach agreement on that, the Supplier may terminate this agreement forthwith.

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

6.5 The part of the Fees that is the annual management charge (see Schedule 2) including any VAT shall be invoiced for each year in advance, and is payable by quarterly instalments. The first instalment of the annual management charge shall be payable after the Commencement Date (the "Start Date"). Subsequent instalments shall be payable on the date which is 3 months from the Start Date and each 3 months thereafter.

6.6 Any additional charges for additional services (including any VAT) shall be invoiced as agreed between the Supplier and the Trustee. Any other charges or disbursements that the Supplier is entitled to make or deduct pursuant to clause 6.1.4 shall be invoiced quarterly, as and when they are incurred, with the first quarterly period starting from the Commencement Date.

## **7 Trustee obligations**

7.1 The Trustee shall from the Commencement Date use all reasonable endeavours to carry out its duties as trustee of the Scheme in accordance with:

7.1.1 the Trust Deed;

7.1.2 the terms of this Agreement; and

7.1.3 all applicable laws, regulations and orders which apply to the Trustee in its role as trustee of the Scheme and in relation to its obligations under this Agreement.

7.2 The Trustee shall provide the Supplier promptly with all the information and evidence that the Supplier requires from time to time in order for the Supplier to comply with any legislative or regulatory requirements including but not limited to those relating to anti-money laundering or anti terrorism. The Trustee authorises the Supplier to carry out any due diligence and/or verification exercises that it is required to carry out in accordance with these requirements.

7.3 Subject to clause 9, any information, evidence or Personal Data obtained pursuant to any due diligence and/or verification exercises carried out in accordance with clause 7.2 may be shared with third parties for the purpose of carrying out their due diligence and/or verification exercises in respect of the Trustee.

## **8. Mutual obligations of the parties**

8.1 All instructions and reporting from either party to the other shall be made in writing which shall include email.

- 8.2 Each party shall inform the other party in writing of all legal agents entitled to give instructions on behalf of the relevant party.
- 8.3 The parties shall provide all reasonable co-operation with one another with a view to ensuring the proper running of the Scheme.
- 8.4 The parties shall use all reasonable endeavours not to do or omit to do anything that would prejudice the status of the Scheme as a registered pension scheme within the meaning of the Act.
- 8.5 Payments made by either party out of any Scheme bank account shall only be made in accordance with the Trust Deed, the terms and conditions of the relevant bank account, any relevant bank account mandate or authority, and the provisions of this Agreement where relevant.

## **9 Data Protection**

- 9.1 The parties acknowledge that the relationship between them created by this Agreement involves the processing of Personal Data and/or Sensitive Personal Data and that for the purposes of the provision of the Services in relation to the Data Protection Legislation the Trustee shall be the "data controller" and the Supplier shall be the "data processor" within the meaning of the DPA.
- 9.2 The Trustee shall ensure that all data disclosed to the Supplier has been validly obtained and that the disclosure and transfer of such data is lawful.
- 9.3 The Trustee shall provide to the Supplier such Personal Data, Sensitive Personal Data and with such other information as the Supplier may reasonably require in order for the Supplier to provide the Services.
- 9.4 Both parties shall, at all times, comply with their respective obligations under the Data Protection Legislation in relation to the Scheme and this Agreement. Neither party shall do, nor cause or permit to be done, anything which may result in a breach of the Data Protection Legislation by the other.
- 9.5 Without prejudice to the rest of this clause 9, the Supplier shall process Personal Data and Sensitive Personal Data in accordance with:
- 9.5.1 the Data Protection Legislation, the laws of the United Kingdom, and the provisions of the Seventh Principle of the DPA; and
- 9.5.2 the Trustee's specific lawful written instructions as notified to the Supplier from time to time.
- 9.6 The Supplier shall maintain appropriate organisational and technical processes and procedures in place to safeguard against any unauthorised or unlawful processing, access, accidental loss, destruction, damage, theft, use or disclosure of Personal Data and/or Sensitive Personal Data.
- 9.7 The Supplier may share the Personal Data with third parties in order to perform the Services. However where it is necessary to share Sensitive Personal Data with third parties, the Trustee's specific consent will be sought prior to doing so.
- 9.8 For as long as the Supplier retains any Personal Data or Sensitive Personal Data after the termination of this Agreement the Supplier shall continue to be bound by the provisions of this Agreement relating to the processing of Personal Data and / or Sensitive Personal Data until all such data has been returned to the Trustee, or transferred to a replacement supplier, or destroyed, as directed by the Trustee.
- 9.9 The Trustee will retain ultimate ownership of any files and data passed by it to the Supplier. However the Supplier may retain records, documents, files and information which it acquires or creates pursuant to this Agreement consistent with its obligations under the DPA.

## **10 Representations and Warranties**

### **10.1 Each party warrants and represents that, as at the date of this Agreement:**

10.1.1 it has full capacity and authority to enter into and to perform this Agreement;

10.1.2 this Agreement is executed by a duly authorised representative of that party;

10.1.3 once duly executed, this Agreement shall be legally binding on the parties.

### **10.2 The Supplier warrants and represents on an ongoing basis that its obligations under this Agreement will be performed by appropriately experienced, qualified and competent personnel.**

### **10.3 The Trustee warrants and represents on an ongoing basis that it shall notify the Supplier as soon as reasonably practicable if it should be disqualified by law from acting as a trustee of the Scheme or be prohibited or suspended from acting as trustee of the Scheme by an order of the Pensions Regulator.**

## **11 Delegation**

### **11.1 Subject to the agreement of a majority of Trustees, the Supplier may delegate, sub-contract or outsource any of its obligations under this Agreement to a competent third party or agent including but not limited to:**

11.1.1 delegation of any obligations or duties which relate to tax or the Act or the role of Scheme Administrator or which are regulated or enforced by HMRC or the Pensions Regulator; and

11.1.2 delegation to a third party to act as "authorised practitioner", within the meaning of that term for the purposes of the Act and in accordance with HMRC requirements.

## **12 Reliance by the Supplier**

### **12.1 The Supplier shall have absolute discretion as to whether it should rely on oral statements or instructions from the Trustee or any third party.**

### **12.2 Any communication provided by the Supplier in writing is provided solely for the use of the Trustee. It is not intended to be relied upon by third parties and any third parties to whom any written communication by the Supplier is passed receive it "as is" and at their own risk.**

## **13 Supplier's obligations**

### **13.1 For the avoidance of doubt, the Services shall not include the provision of legal advice by the Supplier to the Trustee and the Supplier shall be under no obligation or duty to the Trustee to provide it with legal advice or act as legal adviser to the Trustee at any time. However the Supplier shall supply the Trustee on request with such information and explanations about the provision of the Services and the Scheme as the Trustee may reasonably require to assist the Trustee with the performance of its obligations under this Agreement and in relation to the Scheme generally.**

### **13.2 In carrying out the Services the Supplier shall use such bank accounts as the Trustee may authorise from time to time or as the Supplier is authorised to use under the Trust Deed.**

## **14 Conflict of Interest**

### **14.1 In the event of a conflict of interest arising, the Supplier will immediately inform all relevant parties and in the first instance seek to resolve the conflict to the satisfaction of all the parties concerned. In some circumstances it may not be possible to resolve the conflict and the Supplier reserves the right to terminate this Agreement and / or resign as Scheme Administrator in accordance with clause 17 as it in its absolute discretion deems appropriate.**

## **15 Confidentiality**

15.1 Neither the Trustee nor the Supplier shall disclose any Confidential Information in relation to the other to a third party without prior written consent, save for the following exceptions:

- 15.1.1 disclosures made at the specific request of the other party;
- 15.1.2 disclosure to a party's professional advisers provided that the professional adviser agrees to the same duties of confidentiality as apply under this Agreement;
- 15.1.3 disclosure to a Regulator or any government or other authority or any regulatory body;
- 15.1.4 disclosure as a party to legal proceedings of a competent jurisdiction; and
- 15.1.5 disclosure as required by law.

## **16 Liability**

16.1 This clause 16 sets out the entire financial and legal liability of the parties to each other in respect of:

- 16.1.1 any breach of this Agreement;
- 16.1.2 any representation, statement or negligent act or omission arising under or in connection with this Agreement;
- 16.1.3 any act of maladministration relating to the Scheme;
- 16.1.4 any breach of trust or duty pursuant to this Agreement; and
- 16.1.5 any other act or omission or breach of law by either party (except where such law states that liability cannot be restricted).

For the purposes of this clause 16, any reference to the Supplier, Trustee or "a party" includes the Supplier's or Trustee's or party's employees, officers, agents, consultants and subcontractors.

16.2 Nothing in this Agreement shall exclude the liability of either party for fraud or death or personal injury or anything else that cannot by law be excluded.

16.3 Subject to clause 16.4 and 16.5 each party shall be liable to the other in relation to Loss that one party incurs or suffers as a result of:

- 16.3.1 a breach by the other party of their obligations under this Agreement; and
- 16.3.2 a party's negligence, maladministration or breach of trust or duty in connection with this Agreement.

16.4 Subject to clauses 5.1 and 16.2 and to the fullest extent permitted by law, the Supplier shall not have any legal liability to the Trustee for any Loss whatsoever or however incurred or suffered by the Trustee in respect of any of the following:

- 16.4.1 any inaccuracy or deficiency in any information, data or document:
  - (i) provided to the Supplier by the Trustee or any third party; or
  - (ii) provided by the Trustee to any third party; or

- (iii) provided to the Supplier by the Trustee or a third party on the Trustee's behalf, and that the Supplier then provides to any other third party on behalf of the Trustee;
- 16.4.2 any delay or failure in the performance of the Supplier's obligations under this Agreement resulting from:
  - (i) events beyond the Supplier's reasonable control (for example, an IT or software or systems failure that could not be avoided despite the Supplier's best endeavours); or
  - (ii) the acts or omissions of third parties or the Trustee's acts or omissions, including but not limited to delays in providing information to the Supplier or carrying out the Supplier's or the Trustee's instructions;
- 16.4.3 any other acts or omissions of any third party, including:
  - (i) any advice or opinion given to the Trustee by any third party;
  - (ii) the performance or non-performance by any third party of any legally binding agreement between the Trustee and that third party;
- 16.4.4 any acts or omissions undertaken by the Supplier prior to the commencement of this Agreement;
- 16.4.5 any other acts or omissions by the Trustee or by any Regulator that result in the Trustee being legally disqualified from being able to act as a trustee of the Scheme or as a director or officer of the Scheme's sponsoring employer;
- 16.4.6 any change or clarification in the law that happens after the date on which this Agreement takes effect (whether or not it has retrospective effect) and that impacts or affects the definition or regulation or status or tax treatment or advantages or disadvantages or validity of, or the law applicable to, the Scheme;
- 16.4.7 any failure by the Supplier to provide the Trustee with legal advice or tell the Trustee about a change in the law; and / or
- 16.4.8 any report given by the Supplier in good faith to a Regulator.
- 16.5 To the extent that either party has any legal liability to the other party (whether under this Agreement or under overriding law) and to the extent that such liability can be limited by law, each party's liability to the other whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise shall in all circumstances be limited to the amount of £50,000.
- 16.6 Subject to clause 16.5 the Trustee shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.
- 16.7 Subject to clause 16.5 the Supplier shall indemnify the Trustee against any Loss incurred or suffered by the Trustee arising from any act or omission for which the Supplier is liable to the Trustee in accordance with this Agreement.
- 17 Termination**
- 17.1 Each party may terminate this Agreement without cause by giving the other party at least 3 months' notice in writing.
- 17.2 Any party may terminate this Agreement by giving the other party 1 month's notice in writing at any time throughout the duration of this Agreement in the following circumstances:

- 17.2.1 where that other party has committed a material breach of its obligations under this Agreement which is not capable of remedy; or
- 17.2.2 where that other party has committed a material breach of its obligations under this Agreement and where such breach is capable of remedy but that other party has failed to remedy such breach within 1 month of receiving notice specifying the breach and requiring its remedy; or
- 17.2.3 where in relation to that other party any action, application or proceeding is made with regard to it for:
- (i) a voluntary arrangement or composition or reconstruction of its debts;
  - (ii) the presentation of an administration petition;
  - (iii) its winding-up or dissolution;
  - (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
  - (v) any similar action, application or proceeding in any jurisdiction to which that other party is subject

except where a resolution by the other party or court order that the other party be wound up is for the purpose of a bona fide reconstruction or amalgamation.

- 17.3 Where the Supplier wishes to terminate this Agreement under clause 17.1, it shall subject to the agreement of a majority of trustees use reasonable endeavours to find a replacement Scheme Administrator to be appointed prior to the expiry of the notice to terminate this Agreement. All costs reasonably incurred by the Supplier to comply with this clause 17.3 shall be treated as a disbursement relating to the Services within the meaning of clause 6.1.3. Subject to clause 17.4, if a replacement Scheme Administrator is not appointed prior to the expiry of the notice to terminate this Agreement, then notwithstanding clause 17.1 and 17.2, this Agreement shall continue in full force and effect and the period of notice under clause 17.1 shall be deemed to be extended until the earliest of:

17.3.1 the date when a replacement Scheme Administrator is validly appointed; or

17.3.2 the date when the Scheme is wound up,

in accordance with the provisions of the Trust Deed.

- 17.4 Where the Supplier terminates this Agreement under clause 17.1 because:

17.4.1 the Supplier reasonably believes or suspects the Trustee to be engaged in criminal or fraudulent activity in relation to the Scheme; or

17.4.2 in the Supplier's reasonable opinion, the Trustee is acting unreasonably or obstructively in respect of the appointment of any replacement Scheme Administrator or is preventing the Supplier from complying with its obligations and duties under this Agreement or is deliberately failing to comply with its own obligations under this Agreement; or

17.4.3 there are Fees or Charges that are due and payable and have been outstanding for 12 months or more but which the Supplier has been unable to recover from the Fund or the Trustee,

then the Agreement shall be terminated on the expiry of the 3 months notice to terminate given under clause 17.1.

- 17.5 Nothing under this Agreement shall affect the ability of the Supplier or the Trustee to trigger the winding-up of the Scheme in accordance with the Trust Deed.

## **18 Consequences of Termination**

- 18.1 Any termination of this Agreement shall be without prejudice to any rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 18.2 Where notice to terminate is given the Supplier shall as soon as reasonably practicable:
- 18.2.1 return all Confidential Information of the Trustee to the Trustee in an acceptable form; and
  - 18.2.2 return all other documents, papers, data or other property of the Trustee relating to the Scheme which is in the Supplier's possession or under its control.
- 18.3 Where notice to terminate is given the Supplier shall provide for the period of the termination notice (including any period of deemed notice under clause 17.3) such termination assistance as may be reasonably requested by the Trustee to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to a Successor Supplier ("**Termination Assistance**"). Termination Assistance shall be provided by the Supplier to the Trustee on the basis of the fee set out in Schedule 2.
- 18.4 The provisions of clauses 6, 9, 15, 16, 18 and 19 shall continue in full force and effect and survive termination of this Agreement for any reason.
- 18.5 Notwithstanding any other provision of this clause 18 the Supplier shall be entitled to make such reasonable charge for effecting the transfer of any Scheme assets or concluding any other paperwork that may be necessary to enable the Trustee or any replacement administration service provider to provide services equivalent to the Services or otherwise operate the Scheme.
- 18.6 The Supplier shall use reasonable endeavours to comply with applicable parts of the Pensions Administration Standards Association Code of Conduct on Administration Provider Transfers, but where there is a conflict between the terms of this Agreement and the Code, the terms of this Agreement shall prevail and failure by the Supplier to comply with the Code shall not be regarded as a material breach of this Agreement. The Administrator shall as early as reasonably possible notify the Trustees of any Breach.

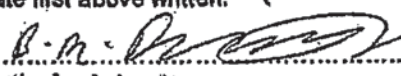
## **19 General**

- 19.1 No term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement and no term of this agreement can be varied by the application of the Contract (Rights of Third Parties) Act 1999.
- 19.2 This Agreement is governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 19.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by the party who has waived the term or provision.
- 19.4 No variation will be made to the Services or this Agreement without the prior written consent of all the parties.
- 19.5 No party to this Agreement may assign its obligations under this Agreement without the other parties' prior written consent (such consent not to be unreasonably withheld or delayed), save that the Supplier may assign this Agreement without the other parties' consent to any other group company.

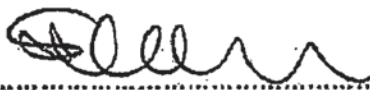
- 19.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 19.7 No party to this Agreement may make any public statement, nor any announcement or disclosure about this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).
- 19.8 This Agreement and the documents referred to herein constitute the whole and only Agreement between the parties relating to the rights and obligations of the parties between themselves with respect to the subject matter hereof and supersede and extinguish any prior drafts, Agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto, save that nothing in this clause 19.8 shall limit or exclude any party's liability for fraud or misrepresentation.

This Agreement has been signed by the parties on the date first above written.

Signed by a duly authorised signatory  
for and on behalf of PENSION )  
PRACTITIONER.COM LIMITED )

  
Authorised signatory

.....  
Title

Signed by  .....

(Trustee)

## Schedule 1

### Services

The Supplier will provide the following services in relation to the Scheme in accordance with the Trust Deed:

1. Register the Scheme with HMRC under Part 4 of the Act and deal with any related HMRC queries.
2. Act as Scheme Administrator and carry out all the statutory obligations of the Scheme Administrator under the Act and the powers and duties of the Administration under the Trust Deed including:
  - (a) complying with statutory reporting requirements to HMRC;
  - (b) handling claims for tax relief on contributions to the Scheme and ensuring that valid claims for tax relief are submitted and allocating and reconciling tax relief payments received from HMRC, including the recovery of any tax relief deducted at source under the PRAS Regulations and income tax deducted from investment receipts; and
  - (c) administering contributions to the Scheme;
3. Administering transfer payments into the Scheme from, and from the Scheme to, other legally acceptable pension arrangements.
4. Opening, closing and managing the Scheme's bank account(s) to which the Trustee is also a signatory.
5. Administering and reconciling all Scheme investment transactions and all payments to and from the Scheme.
6. Administering and arranging for the payment of benefits from the Scheme including lump sum death benefits, annuities and income drawdown.
7. Arranging for the safe keeping of appropriate Scheme records including records of members, benefits payable, contributions paid, investments bought and sold and documents of title or original legal documents.
8. Liaising with the Scheme Trustee and the Trustee's adviser (if any) as required.
9. Handling statutory reporting requirements to the Pensions Regulator (in relation to the Scheme) and to Companies House (in relation to the Scheme's sponsoring employer).
10. Responding to reasonable Trustee and member queries in relation to the Scheme.
11. Implementing pension sharing, earmarking and attachment orders.
12. Where applicable, taking all administrative steps necessary to complete the winding up of the Scheme (where a wind up is triggered).
13. The deduction of all tax and tax charges from the Fund or any payment due from the Scheme and accounting to HMRC for all tax due.
14. Dealing with any required data protection registrations.
15. Arranging payment of any statutory levies.
16. Arrange for payment of / deduction of Charges.

17. Obtain medical evidence required as a statutory precondition for payment of ill health benefits.
18. Deal with any other statutory disclosure requirements on behalf of the Trustee e.g. production of benefit statements.
19. Commission annual report and accounts or audited accounts for the Scheme (where required by law).
20. Provision of a trust deed and rules to establish the Scheme.
21. Ensuring the Trustee obtains proper advice as required by s.36 of the Pensions Act 1995.

## **Schedule 2: Fees**

### **Annual Management Charge (AMC)**

A fee of £200 exc VAT shall be payable quarterly in advance for the provision of the Services for the first member and £100 for the second and each additional member

### **Administration of transfers in from other pension schemes**

A fee of £150 exc VAT per transfer

### **Client Meetings**

A fee of £200 exc VAT per meeting

### **Fees for additional services**

As agreed between the Supplier and the Trustee

### **Increases to Fees**

The AMC shall remain fixed for the first 1 year of the Agreement. Thereafter, this will increase on the anniversary of the Commencement Date each year, in line with the increase to CPI over the preceding twelve month period.

### **Termination Assistance fees**

A fee of £750 exc VAT

**COPY OF DEED OF  
APPOINTMENT TRUSTEE**

Date of Deed: 29 January 2016

**Deed of Appointment of Trustee**  
**Flutterbye Enterprise Executive Pension**

## **Parties**

- 1 **Workplace Pension Trustees Limited** (Company No. 08533061) whose registered office is situated at Daws House, 33-35 Daws Lane, London, NW7 4SD (in this deed called the "Independent Trustee")
- 2 **Sally Milliner** of 4 Rectory Close, Gwenfo, Caerdydd, CF5 6AQ (in this deed called the 'New Trustee')

## **Recitals**

- (A) **Flutterbye Enterprise Executive Pension** (in this Deed called the 'Scheme') is a pension scheme which is now governed by a Definitive Trust Deed and rules dated 22 August 2014 and all subsequent amending documentation (in this Deed called the 'Existing Provisions').
- (B) The Independent Trustee is the present trustee of the Scheme.
- (C) All powers and discretions are presently vested in the Independent Trustee, including the power of appointment and removal of trustees.
- (D) It is intended that the New Trustee be appointed as trustee of the Scheme

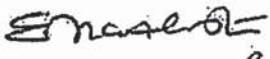
## **Operative provisions**

- 1 Pursuant to Rule 4.1 (Power of Appointment and Removal of Trustees) of the Existing Provisions, the Independent Trustee appoints the New Trustee to the Scheme. The New Trustee consents to their appointment.
- 2 The parties agree to take all reasonable steps to vest in the Independent Trustee and the New Trustee the trusts of the Scheme and all of the assets of the Scheme.
- 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 Workplace Pension Trustees Limited  
acting by

Director: Signature:   
Name: BRAD DAVIS

Witness: Signature:   
Name: EMMA LISTER  
Address: DAVIS HOUSE  
33-35 DAVIS LANE  
LONDON  
NW7 4SD

SIGNED as a deed, and delivered when dated,  
by  (signature)  
Sally Milliner in the presence of:

Witness: Signature:   
Name: ADRIAN JAMES  
Address: 3 FRANKS LANE  
LONDON N15 6JN  
VIA OF GLAM  
CF61 2QZ

# **COPY OF TRUSTEE**

## RESOLUTION OF THE TRUSTEE OF THE TRIMIX LIMITED PENSION SCHEME

DATE: 29 January 2016

### INTERPRETATION

The Trustee confirms that the terms used in this resolution should be interpreted as they are defined in the Definitive Trust Deed and Rules dated 22 August 2014 for the Trimix Limited Pension Scheme.

### BACKGROUND

All powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, are vested in and exercisable by the Independent Trustee as the sole trustee of the scheme.

The Independent Trustee is desirous to change the name of the Scheme

### RESOLUTION

In exercise of the powers conferred by on them by the Trust Deed and Rules the Independent Trustee resolves that the scheme name shall be changed from "Trimix Limited Pension Scheme" to "Flutterbye Enterprise Executive Pension" with effect from the date of this Resolution.

The Independent Trustee shall make such amendments to the scheme documents, including bank accounts and registrations with HM Revenue and Customs and the Pensions Regulator as is necessary to ensure continued good administration of the Scheme consistent with the requirements to maintain the tax registration status of the Scheme.

Signed by Workplace Pension Trustees Limited

B.M. Pinniger

## **RESOLUTION OF THE TRUSTEE OF THE TRIMIX LIMITED PENSION SCHEME**

**DATE:** 29 January 2016

### **INTERPRETATION**

The Trustee confirms that the terms used in this resolution should be interpreted as they are defined in the Definitive Trust Deed and Rules dated 22 August 2014 for the Trimix Limited Pension Scheme ("Scheme").

### **BACKGROUND**

All powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, are vested in and exercisable by the Independent Trustee as the sole trustee of the scheme.

The Independent Trustee wishes to remove the current Principal Employer from the trusts of the Scheme.

### **RESOLUTION**

In exercise of the powers conferred by on them by the Trust Deed and Rules the Independent Trustee resolves that the current Principal Employer, Trimix Limited whose registered office is situate at 17 Hilbre Road, West Kirby, Merseyside. CH48 3HA (Company No. 09161357) is removed as Principal Employer and all discretions and responsibilities vested in the Principal Employer including the making of pension contributions shall cease with effect from the date of this Resolution.

Signed by Workplace Pension Trustees Limited



## **Resolution of the Trustees of the Trimix Limited Pension Scheme**

### **Interpretation**

The Trustees confirm that the terms used in this resolution should be interpreted as they are defined in the Definitive Trust Deed and Rules dated 22 August 2014 for the Trimix Limited Pension Scheme.

### **Background**

Rule 11.3 of the Scheme rules states that: If any Participating Employer:

11.3.1 goes into liquidation, or is dissolved or does not make arrangements to provide relevant benefits to the members within six months of the scheme's registered date; or  
11.3.2 has an administrator or administrative receiver or the official receiver appointed in respect of any of its undertaking or assets; or

11.3.3 having been a body corporate under the control of the Members (or of any one or more of them together) at the date these Rules took effect, ceases to be under such control ("control" being construed in accordance with section 450 of the Corporation Tax Act 2010)

then all its powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the Trustees alone and any requirement for its consent or approval or similar shall not apply unless the Trustees determine otherwise.

### **Resolution**

The present Trustee has been informed that the present participating employer is a dormant company and cannot therefore provide relevant benefits to the members of the Scheme. The present Directors of the Company have made arrangements to dissolve the current Participating Employer;

In exercise of the powers conferred by 11.3 of the Scheme all powers and all its powers and discretions under the Rules and any other provision governing the Scheme, whether fiduciary or not, shall vest in and be exercisable by the present Trustees alone and any requirement for the current Participating Employers consent or approval or similar shall not apply unless the Trustees determine otherwise.

Signed by Workplace Pension Trustees Limited

*B. M. [Signature]*

# **TAX STATEMENT**

**I AM THE SOLE DIRECTOR AND SHAREHOLDER OF MY NEW BUSINESS. AS A HIGHER RATE TAXPAYER I HAVE SOUGHT ADVICE ON THE MOST TAX EFFICIENT WAY OF REMUNERATING MYSELF. I WILL NOT OPERATE PAYE INITIALLY AND WILL USE THE MORE PREFERENTIAL DIVIDEND ROUTE FOR THE EXTRACTION OF PROFITS.**

**AS MY CURRENT SALARIED POSITION MEETS MY LIVING EXPENSES IT IS ANTICIPATED THAT MY SURPLUS PROFITS IN THE COMPANY WILL BE USED AS EMPLOYER BASED CONTRIBUTIONS INTO MY NEW COMPANY PENSION SCHEME. THIS WILL THEREFORE MAXIMISE THE TAX EFFICIENCY OF MY COMPANY AS WELL AS ENHANCING MY RETIREMENT PLANS AND GOALS.**

**I HAVE RECEIVED FULL IFA ADVICE IN RESPECT OF MY COMPANY, TAX AND MY NEW PENSION, AS WELL AS CONSOLIDATING MY EXISTING SCHEMES IN KEEPING WITH MY CURRENT RETIREMENT GOALS, INVESTMENT OBJECTIVES, CONTROL AND FUTURE REQUIREMENTS.**

**I HAVE BEEN RECOMMENDED A PROFESSIONAL ADMINISTRATOR TO MY SCHEME FULL DETAILS OF WHICH ARE ATTACHED ALSO.**