BRAD)

CAN YOU LOND COPIES of

the enclosed & me of

Kings Court in TROWBRIDGE

That





Reference Number

.com

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 Larie
London
NW7 4SD

Name(s	) of Acc	ount Hold	ler(s)			
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Postcode

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

Service User Number (SUN)

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	FOR OFFICIAL USE ONLY
	This is not part of the instruction to your Bank or Building Society.
	Important – Please complete these details:
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Inst	ruction to your Bank or Building Society
Plea	se pay PSL re Pension Practitioner.com Direct Debits from the
acco	ount detailed in this Instruction subject to the safeguards assured by
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	sed electronically to my Bank/Building Society.
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	nature(s)

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.

DDI1

# 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.

Attention	Investec Bank
Date	
Fax	020 7597 4139





# Application form for SIPP/SSAS Accounts

# Guidance note for completing this form

# Complete all relevant sections fully. 1. If this form does not provide you with sufficient space to complete all details, please photocopy the relevant section of this form and complete for each additional person then attach all relevant pages to this form. All trustees of the Pension Scheme must complete and sign this form. 3. If any trustee is an incorporated body such as a company, it must send us a separate mandate setting out the parties who are authorised to act on 4 behalf of that trustee. Scheme details WATSON GYM Scheme name HILLCROFT LANSDOWN Contact address CUA 75 ON Contact name Tel no Scheme tax reference (if applicable) Date of formation of Scheme Beneficiary(ies) details (only list beneficiaries with an interest in at least 20% of the value of the Pension Scheme) WA TS ON J/17 ON Beneficiary 1 Name (AHS DO WY) Current residential address Postcode BA/5T) Date of birth Beneficiary 2 Name Current residential address Postcode Date of birth 2. Introducer/IFA/Agent/Broker details Name of company | Pension Practitioner .Com **Brad Davis** Name of contact person Daws House, 33-35 Daws Lane, Address Postcode NW7 4SD London 0800 634 4862 bradd@pensionpractitioner.com Contact number Email address

3.	Account information e select (by ticking below) the Account(s) that you wish to apply for and complete to	he required information for the Account(s).
	Pension and Trust Reserve	Interest paid Monthly Annually
	Amount to invest (minimum deposit £25,000)	
	Pension and Trust Cheque (interest paid monthly)	
	Amount to invest	
	Fixed Term Deposit (minimum investment £50,000 or the equivalent in US dollar	rs or Euro)
	Currency Sterling US dollars Euro	Amount to invest £/€/\$
	Term of deposit 6 Months 1 Year 2 Years	Other (specify)
	Investee Income Account (interest paid monthly) Amount to invest (minimum	deposit £25,000) £
	Investee Income Account Regular quarterly withdrawal instruction: In order complete the information below. Please see the Special Terms and Conditions of regular withdrawals.	
	Amount of regular withdrawal	
	Date of first withdrawal DDDMM YYYYY (must be at I Bank account details for quarterly withdrawals (this account must be in your name named above).	least three months in the future) and quarterly thereafter and held by you for the benefit of the same beneficiary(ies)
	Name of bank/building society	
	Account number	Sort code
	Other account	Interest paid Monthly Annually
	Currency Sterling US dollars Euro	Amount to invest £/€/S
Me	ethod of deposit	
	Cheque payable to the Scheme Account	
U	Electronic transfer	
Acco anot build	cerest paid away  counts in Sterling: Unless stated otherwise in the Account Specific Terms, you can other account held by you, for the benefit of the same beneficiary(ies) named above ding society. In the case of a Notice, Fixed Term Deposit or Structured Deposit Account ou would like the interest to be paid away to another account, please complete the	e, with Investec Bank plc (the "Bank") or another UK bank/ ount, interest can only be paid to an account in your name.
Narr	ne of bank/building society	
Acc	count number	Sort code

.

# All Trustees must complete the information below and sign and date this form

Trustee 1	Trustee 2
Full name 5/70/1 4/4 750/1	Full name CLAIRE WATSON
Signature	Signature CLAIRE WATSON  Signature OVAA
Date	Date
Trustee 3	Trustee 4
Full name	Full name
Signature	Signature
Date	Date
Two Authorised Signatories of the Professional/Corporate Tro	ustee must sign below, for and on behalf of the Professional/
Corporate Trustee	
Authorised Signatory 1	Authorised Signatory 2
Full name N/A	Full name N/A
Signature	Signature Oscabow,
Date	Date
we confirm that we have carried out anti-money laundering check the Scheme.	med in Section 1 above are applying for the Account(s) specified above and its in relation to the trustee(s), settlor(s), beneficiary(ies) and protector(s) of evidence of our anti-money laundering checks in relation to the trustee(s), appointed trustee(s).
Signed for and on behalf of (insert Introducer/Administrator/Truster	e name and FSA number)
Name Pension Practitioner .Com	
FSA number N/A	
To be signed by the Introducer/Administrator/Trustee in accordance with	their signing conditions confirmed to the Bank
Authorised Signatory 1	Authorised Signatory 2
Full name	Full name
Signature	Signature
Date	Date

# 4. Declarations by the Trustee(s)

- 4.1 We apply for the Account(s) specified in Section 3 (each account being an "Account" as defined in the Invested Bank pld General Terms and Conditions) to be opened in our name(s) as trustee(s) of the Scheme named in Section 1.
- 4.2 The Account(s) will be held by us for the benefit of the beneficiary(ies) named in Section 1 and we confirm that all sums deposited on the Account(s) will be held by us for the benefit of the beneficiary(ies).
- 4.3 We acknowledge receipt of and confirm that we accept the terms of the Agreement, as defined in the Invested Bank pic General Terms and Conditions.
- 4.4 We declare that all of the information provided in this form and the supporting documents we have given to the Bank is true and complete and confirm our understanding that the Bank, in making its decision to open the Account(s), will be relying on such information.
- 4.5. We understand that the Bank will only be bound by the Agreement in relation to the Account(s), once we have completed, signed and returned this application form with all supporting documentation and the Bank has completed its final checks and has agreed to open the Account(s) for us.
- 4.6. We understand that the personal information provided on this application form and other information relating to the Account(s) may only be used in accordance with the purposes and disclosures under the current data protection legislation. By signing this application form, we confirm that we have read and understood the data protection policy as disclosed in the Investee Bank plc General Terms and Conditions and we consent to the activities described therein.
- 4.7. We agree that the Bank may in its discretion perform independent checks to verify our identity and/or address and/or to validate certified documents that we have provided to the Bank. We further agree that these recognised independent checks may include documented checks of electronic phone directory, electoral register and/or credit bureau records, and/or confirmation from a solicitor or accountant. We also confirm that the beneficiary(ies), settlor(s) and protector(s) of the Scheme have agreed that the Bank may in its discretion perform such checks in relation to them.

#### 4.8. We declare that:

- 4.8.1 the Scheme to which this form relates is registered by HM Revenue & Customs or has been submitted to HM Revenue & Customs for registration under the Finance Act 2004; and
- 4.8.2 we or our successors shall notify the Bank if at any time the Scheme (or arrangements under the Scheme in respect of which benefits are to be secured under the Scheme) cease(s) to be registered under the Finance Act 2004.

We authorise HM Revenue & Customs to tell the Bank if the Scheme is not registered or if that registration is withdrawn.

- 4.9 We authorise the Bank to disclose information about us and our Account(s) to any IFA/agent/broker/introducer who has introduced us to the Bank for the Account(s) and/or whose details we provide to the Bank from time to time. This includes any IFA/agent/broker/introducer named in Section 2 of this form.
- 4.10 We acknowledge that the Bank may pay commission to any IFA/agent/broker/introducer who has introduced us to the Bank for the Account(s) and that further information is available on request from the IFA/agent/broker/introducer.

#### 4.11 Rules for written instructions

We instruct the Bank to act on instructions of (please insert number of trustees and preferred signing instructions)
If left blank, the Bank will be entitled to rely on the signed instructions of any two trustees. We confirm that the Scheme Rules/Trust Deed

4.12 We certify that we are entitled, under the terms of the Scheme Rules/Trust Deed, to apply for the Account(s), accept the terms of the Agreement and to operate the Account(s) in accordance with the Agreement.

permits us to delegate authority to operate the Account(s) in the manner set out above.

# Nomination of beneficiary form

Scheme Name: Watson Gym Pension Scheme (hereinafter referred to as the scheme)

Personal details:

Full name including title: Mrs. Claire Watson

Date of birth: 08 August 1981

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: S/MOI WATSOTI Address: HILL CROFT LANSDOWN BATH Proportion % 100	Name: Address:
Proportion % /00/	Proportion %
Name: Address:	Name: Address:
Proportion %	Proportion %

# Declaration

I confirm that:

i) this supersedes all previous beneficiary nominations; and

ii) I may revoke this request at any time by submitting a new form to the scheme Administrator

Signature of member:

Date:

02/06/11

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.

Mr Simon Watson Hillcroft Lansdown Bath BA1 5TD

2011

Dear Simon,

Watson Gym Pension Scheme ("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 its 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 Trustees.

#### **CONTRIBUTIONS (Rule 17)**

The Rules allow members, their employers and any other person to make contributions to the Scheme, subject in each case to the agreement of the Trustees. 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 and the expenses 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.

It is possible to "phase" the drawing of benefits, i.e. to designate one part of your Individual Fund for payment of benefits, and to leave another part "uncrystallised" (see Rule 18).

The Rules also allow for the possibility of a "General Fund", which is any part of the Fund not allocated to an Individual Fund. The General Fund can build up either through payment of new contributions, or perhaps through Individual Funds being left over on the death of a Member where it is not possible to pay any further authorised benefits.

#### **BENEFITS FOR MEMBER (Rule 19)**

The new tax regime in effect from A-day (6<sup>th</sup> April 2006) allows members to draw benefits without leaving service. The latest age at which benefits may be drawn is 75 and the earliest age is usually 50 (rising to 55 from 6<sup>th</sup> April 2010), 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 5 years based on 120% of the single life annuity which could be bought with the Individual Fund.

When you reach age 75:

- the ability to draw an initial lump sum is lost; and
- the maximum rate of income withdrawal is reduced (it becomes 70% of the single life annuity which could be bought with the Individual Fund assuming an age of 75 years) and is reviewed yearly.

# **BENEFITS ON DEATH (Rule 20)**

On your death before age 75, 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.

On your death on or after age 75, the new tax regime restricts further the benefits that can be provided. The Rules still give the Trustees wide discretion as to both the form of benefits and the recipients, but:

• if there are any surviving dependants, the Individual Fund must first be used to provide one or more pensions for them;

• if there are no surviving dependants, then either a lump sum can be paid to any charity nominated by you, or funds can be reallocated within the Scheme to other members either nominated by you or selected by the scheme administrator.

#### 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 Trustees with the consent of the Principal Employer.

#### **ENQUIRIES / PROBLEMS**

General enquiries about the Scheme or about your entitlement to benefit should be directed to the Trustees at [the address at the top of this letter].

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 the enclosed duplicate copy of this letter.

Signed	Name 5- wase
(Authorised signatory of Watson Gyr	m Equipment Ltd)

I apply for membership. I agree to abide	by the terms of this letter and the Rules.
Signed	Name: Simon Watson
Date 2/6/11	



Tel: 0800 634 4862 Fax: 020 8711 2522

Email: info@pensionpractitioner.com

#### **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 14<sup>th</sup> 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 an 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 know 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.
- 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:
Signed: Williams	Name: CWCtSON
Signed:	Name: S CUSTSON

Mrs Claire Watson Hillcroft Lansdown Bath BA1 5TD

2011

Dear Claire,

Watson Gym Pension Scheme ("the Scheme")

This letter outlines the features of the Scheme as they would apply to you and invites you to become a member.

#### CONSTITUTION

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Admission to the Scheme is at the discretion of the Trustees.

# **CONTRIBUTIONS (Rule 17)**

The Rules allow members, their employers and any other person to make contributions to the Scheme, subject in each case to the agreement of the Trustees. 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 and the expenses 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.

It is possible to "phase" the drawing of benefits, i.e. to designate one part of your Individual Fund for payment of benefits, and to leave another part "uncrystallised" (see Rule 18).

The Rules also allow for the possibility of a "General Fund", which is any part of the Fund not allocated to an Individual Fund. The General Fund can build up either through payment of new contributions, or perhaps through Individual Funds being left over on the death of a Member where it is not possible to pay any further authorised benefits.

# **BENEFITS FOR MEMBER (Rule 19)**

The new tax regime in effect from A-day (6<sup>th</sup> April 2006) allows members to draw benefits without leaving service. The latest age at which benefits may be drawn is 75 and the earliest age is usually 50 (rising to 55 from 6<sup>th</sup> April 2010), 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 5 years based on 120% of the single life annuity which could be bought with the Individual Fund.

When you reach age 75:

- the ability to draw an initial lump sum is lost; and
- the maximum rate of income withdrawal is reduced (it becomes 70% of the single life annuity which could be bought with the Individual Fund assuming an age of 75 years) and is reviewed yearly.

# **BENEFITS ON DEATH (Rule 20)**

On your death before age 75, 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.

On your death on or after age 75, the new tax regime restricts further the benefits that can be provided. The Rules still give the Trustees wide discretion as to both the form of benefits and the recipients, but:

• if there are any surviving dependants, the Individual Fund must first be used to provide one or more pensions for them;

• if there are no surviving dependants, then either a lump sum can be paid to any charity nominated by you, or funds can be reallocated within the Scheme to other members either nominated by you or selected by the scheme administrator.

#### 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 Trustees with the consent of the Principal Employer.

#### **ENOUIRIES / PROBLEMS**

General enquiries about the Scheme or about your entitlement to benefit should be directed to the Trustees at [the address at the top of this letter].

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 the enclosed duplicate copy of this letter.

Signed Name S. warson

(Authorised signatory of Watson Gym Equipment Ltd)

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

Date 02/06/11

Dated	

WATSON GYM PENSION SCHEME (the 'Scheme'): Appointment of Administrator and Practitioner

#### **Parties**

- SIMON WATSON AMD CLAIRE WATSON ("The Trustees") both of Hillcroft, Lansdown, Bath, BA1 5TD
- 2. PENSION PRACTITIONER.COM LTD ("the Pension Practitioner") of Daws House, 33-35 Daws Lane, London NW7 4SD
- 3. WATSON GYM EQUIPMENT LTD ("The Administrator") of Unit B3, Commerce Park, Frome, Somerset, BA11 2FB

#### 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**

- 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.
- The Administrator accepts such appointment for the purposes of Part 4 of the Finance Act 2004.
- 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 5<sup>th</sup> 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 6<sup>th</sup> 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.
- The provisions of this appointment have effect on and from its date.

SIGNED as a deed, and delivered when dated, by PENSION PRACTITIONER.COM LIMITED acting by

**Authorised Signatory** 

Name

**Authorised Signatory** 

Name

SIGNED as a deed, and delivered when dated, by WATSON GYM EQUIPMENT LTD

acting by

D' .	C' .
Director	Signature:

Witness

:

Name : KHAR (
Address : KFP

72 FORE ST. TROWBRIDGE BALLETHA

SIGNED as a deed, and delivered when dated,

(signature)

SIMON WATSON in the presence of:

Witness

Signature : 15 JA

Name : [ HAP7

Address: KCFP 72 FORE ST. TROWER DGE BAIKPHA

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

CLAIRE WATSON in the presence of:

Witness

Name

: K HART

Address : KCFP

72 FOREST, TROWSRIDGE BX/4 SHO

Dated:

# **Trust Deed**

establishing the

WATSON GYM PENSION SCHEME

# **Parties**

- 1 WATSON GYM EQUIPMENT LTD (company number 06332239 (in this deed called the 'Principal Employer') of Unit B3, Commerce Park, Frome, Somerset, BA11 2FB
- 2 SIMON WATSON AND CLAIRE WATSON (in this deed called the 'Trustees') both of Hillcroft, Lansdown, Bath, BA1 5TD

# Recitals

- The Principal Employer wishes to establish a pension scheme to be known as WATSON (A) GYM PENSION SCHEME (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

- 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 WATSON GYM EQUIPMENT LTD acting by

Director

Signature :

Name : S

Witness

Signature : 3/9

Signature: J Name: IL HARY Address: C/a ILINGS COURT FINANCIAL: 72 FORE ST, TROWBRIDGE

SIGNED as a deed, and delivered when dated, by

SIMON WATSON in the presence of:

Witness

Address :

KCFP, 72 FOREST, TROWBRIDGE

SIGNED as a deed, and delivered when dated, by CLAIRE WATSON in the presence of:

Witness

: 12 HART Name

Name: // MATE.

Address: //CFP

72 FORE ST

72 FOWSR DSE

BAIL PHA