

**Date:**

**RESOLUTION for the Trustees of the ELANA SSAS (the “Scheme”)**

Under 11.1 of the Scheme Rules, RC Administration Limited are appointed as the sole Scheme Administrator as of the establishment of the Scheme. RC Administration Limited satisfies the criteria in section 270(2) of the Act.

It is resolved that:

- 1) The Trustees confirm the appointment of RC Administration Limited of 1a Park Lane, Poynton, Stockport, England, SK12 1RD, to act as the Registered Administrator for the Scheme.
- 2) RC Administration Limited is satisfied, and is authorised to declare, that:
  - The Scheme meets all the criteria to be registered as a pension scheme under Finance Act 2004 and in particular, is established for the purpose of providing benefits in respect of persons listed at section 150 Finance Act 2004.
  - To the best of their knowledge and belief, the information given in this application to register the pension scheme for the purposes of tax relief is correct and complete and they understand that they are responsible for providing any further information and declarations reasonably required by HMRC in order to consider the application.
  - The instruments or agreements by which this pension scheme is constituted do not directly or indirectly entitle any person to unauthorised payments. In addition, the way in which the pension scheme is to be administered will not knowingly entitle any person to unauthorised payments.
  - There are no reasonable grounds for which they would not be deemed a fit and proper person to act as the Registered Administrator for the Scheme.
  - They understand that as Scheme Administrator they are responsible for discharging the functions conferred or imposed on the Scheme Administrator of the pension scheme by Finance Act 2004, and that they intend to discharge those functions at all times, whether resident in the United Kingdom or another EU member state or non-member EEA state. They understand that they may be liable to a penalty and the pension scheme may be de-registered if they fail properly to discharge those functions. They understand that they may be liable to a penalty and the pension scheme may be de-registered if a false statement is made on this application, or in any information they provide in connection with this application, and that false statements may also lead to prosecution.

- 3) The Scheme Administrator is further authorised to make such necessary declarations and provide ongoing reporting requirements in order to maintain the tax integrity of the Scheme.
- 4) Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
- 5) Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Signed: Paul Stuart Logan

Signature: 

Signed: Hayley Georgina Logan

Signature: 

Signed: RC Administration Limited

Signature: 

## **Appendix**

### **Terms of Business**

These Terms of Business shall form part of the appointment of Scheme Administrator Resolution entered into between the Trustees, Principal Employer and RC Administration Limited as Scheme Administration and shall constitute a contract.

RC Administration Limited adopts the tradestyle Retirement Capital to promote and offer its services to Customers and therefore any reference to this name shall be construed as being RC Administration Limited.

#### **1. Calculation of Benefits**

RC Administration Limited will be responsible for calculation of pensions and benefits in accordance with HMRC requirements, but shall not be liable for any penalties due to the delay, error or omission of payment information from the trustees.

#### **2. Payment of Pensions**

RC Administration Limited shall alone or through its suppliers, operate a payroll facility for the payment of pensions and shall, where instructed by the Trustees, pay the taxes due on those payments when such payments become due. The Trustees shall be responsible for ensuring that the scheme bank account has sufficient funds to pay pensions and shall also be responsible for the payment of any taxes and interest on sums due to the relevant tax offices.

#### **3. Online Platform**

a) RC Administration Limited grants to each member who is a Trustee of the Scheme the following non-exclusive, non-transferable licence for the duration of this contract to access information held by RC Administration Limited held on the Retirement Capital Platform.

b) The Platform, its design and its applications is not the intellectual property of RC Administration Limited, but a third-party software services provider and RC Administration shall not be responsible for the accuracy of any information held by the Rights Holder.

#### **4. Fees and Charges**

a) It is hereby agreed that the Principal Employer (or in the event of their dissolution the Trustees) shall be responsible for the payment of all professional fees, charges and costs charged or incurred by RC Administration Limited in the performance of the Services from the Scheme.

b) The Scheme Administrator shall be paid a standing charge of £150 per annum for acting as Scheme Administrator to the Trustees. This sum shall be increased on each annual renewal date in accordance with the change in RPI as at 5 April.

c) All other services provided within the scope of this terms of business shall be charged in accordance with the Fees Schedule.

d) In the event that the Principal Employer does not settle the invoice due to the Scheme in respect of the services provided within 30 days on the date of the invoice, the Trustees consent that RC Administration Limited may direct the Registered Administrator to meet the costs and disbursements directly from the fund and the Trustees shall recover those costs from the Principal Employer.

e) Where the fee is charged to the Principal Employer the recovery of their costs from the Scheme shall be agreed between the Trustees and Principal Employer.

## **5. Scheme Bank Account**

The Trustees can only choose a bank account which the Scheme Administrator shall be a co-account signatory to and the account can be accepted on its software systems.

## **6. Scheme Investment Information**

The Trustees may open one or more investment accounts for, and in the name of, the Scheme with one or more investment providers of their choosing. The Trustees authorise RC Administration Limited to hold investment account information necessary for the performance of the functions imposed by HMRC.

## **7. Reporting Requirements**

RC Administration Limited shall provide and maintain a record of data held and shall deliver pension scheme tax returns on its systems necessary for the reporting requirements imposed on the scheme Trustees by HMRC and The Pensions Regulator. RC Administration Limited shall provide the systems necessary for the delivery of that information to HMRC and The Pensions Regulator in accordance with said reporting requirements.

## **8. Data Protection**

a) In the course of providing its Services, RC Administration Limited receives information from and about the Trustees, and also from the Scheme Administrator about the Trustees, and vice-versa. RC Administration Limited will act as a data processor under the Data Protection Regulations. In accordance with Data Protection legislation, RC Administration Limited processes this information lawfully and fairly, to which the Trustees consent, and RC Administration Limited maintains procedures to protect it.

b) RC Administration Limited and the Trustees agree to be bound by the GDPR Policy set out in Schedule 1.

## **9. Liability**

a) RC Administration Limited shall exercise reasonable skill and care in the performance of the Services, subject to the legislation applicable to the Scheme.

b) RC Administration Limited will not be liable for indirect or consequential losses. Direct liability will be acknowledged only in cases of proven gross negligence or willful misconduct, including but not limited to breaches of contract, breaches of statutory duty, or fraud. This includes negligence leading to data breaches or misrepresentation of information critical to the operation of the Scheme.

## **10. Indemnification Boundaries**

The Trustees shall indemnify RC Administration Limited against claims arising from the Trustees' breach of these terms, except where such claims result from RC Administration Limited's proven gross negligence or willful misconduct. This indemnification covers claims made by persons entitled to the Scheme Funds or any part thereof and includes all related costs and expenses, except to the extent that such costs are due to RC Administration Limited's aforementioned negligence or misconduct.

## **11. Investment Advice and Monitoring**

a) The Trustees shall consider advice on all investment matters in accordance with Section 36 of the Pensions Act. RC Administration Limited is not responsible for monitoring the application of such advice.

b) The execution of payment instructions and authorisations by RC Administration Limited does not constitute an endorsement of the investments made by the Trustees.

## **12. Responsibility for Taxable Investments**

a) All investment activities classified as taxable property, as detailed in Part 2 of Schedule 29A of the Finance Act 2004, are the exclusive responsibility and financial liability of the Trustees.

b) The Trustees, in conjunction with the Principal Employer, shall indemnify RC Administration Limited against any tax penalties imposed by HM Revenue and Customs (HMRC) arising from the Trustees' investment activities. This indemnification includes penalties related to the taxation of unauthorised employer-related loans as specified in the Finance Act 2004.

## **13. Novation, Amendment and Termination**

a) These terms of business shall be a continuing term and shall be effective from the date of signing of the Resolution. It shall be automatically renewed on each anniversary. It may be terminated by RC Administration Limited or the Trustees jointly on giving 30 days written notice to the other parties in accordance with the terms of this terms.

b) The terms and conditions may be amended by RC Administration Limited at any time provided that any such amendment is made with 30 days' written notice.

c) RC Administration Limited reserves the right to novate any part of the services performed under this contract to a third party at its sole discretion. RC Administration Limited shall ensure that the novated services adhere to the requirements of the Data Protection Act and the novation does not fall outside the scope of this terms of business and its appointment as Scheme Administrator.

## **14. Published Material**

Materials published by RC Administration Limited, including but not limited to reports, newsletters, articles, and presentations, are intended for general information purposes only.

Such materials shall not be considered as a basis for making investment decisions or as a substitute for professional investment or tax advice. The Trustees and any other parties are advised to seek independent professional advice before making any investment or tax-related decisions based on materials published by RC Administration Limited.

## **15. Complaints Policy**

Our Commitment:

RC Administration Limited is committed to providing a high level of service. If you do not receive satisfaction from us, we encourage you to contact us with your complaint. We value your feedback as it helps us to improve our services and performance.

How to Make a Complaint:

1. Notification: A complaint may be made in writing, by email, or by telephone. Please provide as much detail as possible about the nature of your complaint, including the date, all relevant facts, and who you have dealt with.
2. Receipt of Complaint: We will acknowledge receipt of your complaint within 14 business days.
3. Investigation: We will investigate the complaint objectively and impartially. This may involve discussing the details with the involved parties, reviewing documentation, or other steps as deemed appropriate.
4. Response: We aim to resolve complaints within 14 business days of receiving them. If this is not possible, we will update you on the progress and expected timeframe for resolution.
5. Escalation: If you are not satisfied with the initial handling of your complaint, you may request that the complaint be reviewed at a higher level within our organisation. If after the second review you are still unsatisfied, you may seek external mediation or advice through the Pensions Ombudsman, which can be contacted at: 10 S Colonnade, London E14 4PU

*Confidentiality:*

*All complaints received will be dealt with confidentially and in accordance with the requirements of data protection legislation.*

*Monitoring and Reporting:*

*Complaints are monitored and compiled into reports periodically to help us improve our services. This also allows us to assess patterns or trends that may require broader remedial actions.*

*Contact Information:*

*Please direct all complaints to: The Director, RC Administration Limited, 1a Park Ln, Poynton. Stockport. SK12 3RD.*