



Wealth

BRAD/GM
See highlighted
POINTS

Mr G McLoughlin
10 Walkden Avenue
Wigan
Lancashire
WN1 2JH

Telephone: 0117 9752225
Your ref:
Our ref: MNL/939237
Date: 23 June 2016

Dear Mr McLoughlin

Account Number: SN0144664SI

Thank you for your letter of 7 June 2016. Please accept our sincere apologies for the delay in replying.

I am sorry to note you are not happy with the level of service and length of time we have been investigating the possibility of transferring your Account to GG Decorators Yorkshire Ltd Pension Scheme.

I have now completed my investigation and shall discuss the points in turn:

Fund Switch

I can confirm we have requested the sale of assets and the funds have been switched into the L&G Cash Trust Fund 100%.

Charges

In line with the policy terms and conditions we will continue to take any charges until your Account has been transferred.

I am arranging for your financial adviser Sanlam Wealth Planning to be removed and this will be confirmed shortly.

Time Frame for Transfers

Please rest assured that it is always our intention to deal with any transfer requests that we receive in as effective and efficient as way as we can and we do appreciate that the delay can sometimes be frustrating due to the complexity of the checks we are performing as part of our due diligence.

We would ask you to note that the legislation covering transfers gives the transferring scheme six months from the request to implement and discharge liability in respect of the transfer. In broad terms the right to a transfer and exercising that right are covered in Pensions Schemes Act 1993 (sections 94-99).

Wealth

St. Bartholomew's House, Lewins Mead, Bristol, BS1 2NH, United Kingdom

Sanlam & Sanlam Investment and Pensions are trading names of Sanlam Life & Pensions UK Limited (SLP) (Regin England 0801423) and Sanlam Financial Services UK Limited (SFS) (Regin England 23548943). SLP is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. SFS is authorised and regulated by the Financial Conduct Authority. Registered Office: St. Bartholomew's House, Lewins Mead, Bristol, BS1 2NH. Telephone calls may be recorded in order to monitor the quality of customer service and for training purposes.

T +44 (0)117 926 6366

F +44 (0)117 975 2144

E enq@sanlam.co.uk

www.sanlam.co.uk

Due Diligence

The main reason for the delay is that our transfer process has been under review following a recent High Court ruling relating to a transfer to an occupational pension scheme.

The starting point for dealing with a transfer request is that we have a duty to pay a cash equivalent transfer value (CETV) where the relevant legislative requirements are met.

To satisfy the statutory requirements for a CETV, the transfer must be to a registered occupational or personal pension scheme.

Generally speaking under case law, to be an occupational pension scheme, a scheme must have been established:

- "for the purpose of providing benefits to, or in respect of, people with service in employments of a description or for that purpose and also for the purpose of providing benefits to, or in respect of, other people" (the "purpose issue"); and
- by, or by persons who include, a person to whom section 1(2) of the Pension Schemes Act 1993 applied when the scheme was established (broadly, where there is an employment relationship) (the "founder issue").

Following this we then need to establish whether the CETV will be used to secure transfer credits in the receiving scheme as the individual's CETV must be used for acquiring "transfer credits" in an occupational pension scheme (or "rights" under a personal pension scheme). The term "transfer credits" in the Pension Schemes Act 1993 is defined by reference to the definition of "earnings" in the Social Security Contributions and Benefits Act 1992. This definition includes "any remuneration or profit derived from an employment". In turn, "employment" is defined to include "any trade, business, profession, office or vocation".

Decision

We have now had chance to review the file for this particular case, including the trust deed and rules and are happy that the proposed receiving scheme meets the purpose and founder test and is an occupational pension scheme. In addition, and as mentioned above, the statutory right to a transfer to an occupational pension scheme (OPS) is a right to use the cash equivalent transfer value (CETV) to acquire transfer credits under the OPS. The definition of transfer credits refers to rights that are allowed to an earner.

Further Requirements

With this in mind we have looked at the company details of "GG Decorators Yorkshire Limited" on Companies House website. This only lists one current officer/director for this company, namely Paul Stirland. From this we cannot identify whether or not you are an earner of the sponsoring employer of the pension scheme. So, to establish whether you can acquire transfer credits within the proposed receiving scheme we need evidence that you are

an earner. This can be any earnings and doesn't have to relate to the sponsoring employer of the scheme. The evidence of earnings can be in the form of the last 3 months' payslips or, if there are self-employed earnings this could be in the form of the latest set of accounts.

Finally, in addition to the evidence of earnings, we would be grateful if Pensions Practitioner can provide a screenshot of the receiving scheme's "Current Scheme Details" taken from HMRC's Pensions Schemes Online.

Once we have the requested information and this satisfies these remaining due diligence requirements we should then be in a position to proceed with the transfer."

If you are not happy with the outcome of my investigation you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of this letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. The address is Financial Ombudsman Service, Exchange Tower, London, E14 9SR (telephone 0300 123 9 123) (website www.financial-ombudsman.org.uk). I enclose a booklet entitled "your complaint and the ombudsman" explaining the role of the Financial Ombudsman Service.

Yours sincerely



Gaynor Smith (Mrs)
Administrator
Pension Administration

Mr G McLoughlin
10 Walkden Avenue
Wigan
Lancashire
WN1 2JH

Direct line: 0117 9752225
Your ref:
Our ref: INV/1296113
Date: 13 June 2016

Dear Mr McLoughlin

Complaint No 55773

I am writing in response to your letter dated 7th June 2016.

We will thoroughly investigate the points you have made and forward our findings to you on completion of our investigation.

The enclosed sheet details the procedures that we operate and an address that you may find useful.

If in the meantime, should you require additional information or have further comments to make, please do not hesitate to contact me.

Yours sincerely



Gaynor Smith
Administrator
Pension Administration

COMPLAINTS PROCEDURE - ADVICE FOR CUSTOMERS

Whenever a customer indicates dissatisfaction with one of our products, the manner in which it was sold to them, or the service received, the Company will carry out a detailed and thorough investigation into the points raised.

We will try to conclude the investigation as quickly as possible, although in many instances it will be necessary to obtain reports and information from other people and carry out detailed reviews of complex file information in order to reach a fair outcome. We would therefore ask you to bear with us should this be the case.

We will endeavour to provide you with a substantive response to your complaint within four weeks of receiving it. If we are not able to resolve your complaint within the four-week period, we will write to you advising you that we require more time to complete our investigation.

If we are unable to accept or reject your complaint within eight weeks of receiving it, we will write to advise you of your right to refer the matter free of charge to the Financial Ombudsman Service at the address shown below. The Company aims to keep such occurrences to a minimum.

Once the investigation is complete you will receive a written report of our findings. This will explain the reasoning behind any decision reached and the details of any remedial action we are proposing to take. You will also be advised of your right to refer your complaint free of charge to The Financial Ombudsman Service if you are dissatisfied with the outcome.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone no's: 0300 123 9 123
0800 023 4 567
+44 20 7964 1000 (for calls from outside the UK)

Email: complaint.info@financial-ombudsman.org.uk

our ref 1214-1929//CC01
your ref



Financial
**Ombudsman
Service**

please write to **Financial Ombudsman Service**
Exchange Tower
London
E14 9SR

dx 141280 Isle of Dogs 3
website www.financial-ombudsman.org.uk

Mr G McLoughlin
10 Walkden Avenue
Wigan
Lancashire
WN1 2JH

4 July 2016

Dear Mr McLoughlin

your complaint with your claims management company

We've been trying to get in touch with your claims management company to talk to them about your complaint. But despite our best efforts, we haven't been able to get through to them.

This means we're not able to update them about your case or ask them for any new information that might help us sort your complaint out.

So if you've heard from your claims management recently it would be helpful if you could tell us about it - especially if you have any new information about their telephone number, email or postal address.

But even if you haven't, please get in touch with us to let us know how you'd like us to take your complaint forward. For now, we intend to contact you directly, as this is the only way that we'll be able to continue with your complaint.

how to contact us

You can let us know by using the details above. And if you have any questions about this letter please get in touch with us.

Yours sincerely

Sherica Dosunmu

direct line 0800 121 6222
direct fax 020 3069 6035
email ppi@financial-ombudsman.org.uk

L100c#4

SSAS Set up questionnaire

Telephone 0800 634 4663 Fax 020 6711 3522 Email info@pensionpractitioner.com

Name of Scheme

Name of Company/
Employer creating the Scheme

Serving Address for
Pension Correspondence

Telephone Number

Contact Name

Email Address

Accountant Details

Name of the Company *TVA.*

Contact Name

Telephone Number

Email Address

Address

Financial Advisor Details

Name of the Company *QFH.*

Contact Name

Telephone Number *07132-63363*

Email Address *haward@higdon@hine.com*

Address

2 SSAS Set up questionnaire

Telephone 0800 634 4862 Fax 020 8711 2532 Email info@pensionpractitioner.com

Trustees

Trustee 1 Title (Mr, Miss, Mrs) MR. Forename(s) MERVYN
Surname HEWISAN. Date of Birth 6.7.64.
Proposed Retirement Date 65. National Insurance Number NB787541C.
Home Address 28 BEACONFIELD ST.
NORTH ALLERTON.
DL7. 8TF.
Is this Trustee also a Member? ☐ Yes ☒ No

Trustee 2 Title (Mr, Miss, Mrs) Forename(s)
Surname Date of Birth
Proposed Retirement Date National Insurance Number
Home Address
Is this Trustee also a Member? ☐ Yes ☐ No

Please return this form to:
info@pensionpractitioner.com

Alternatively, post this form to:
Pension Practitioner .Com
Daws House
33-35 Daws Lane
London NW7 4SD

Signed M. L. Hewison

Date 4.7.16.

Terms of Business

Telephone: 0800 634 4862 Fax: 020 8711 2522 Email: info@pensionpractitioner.com

Pension Practitioner .Com is a trade name owned and operated by Pension Practitioner .Com Limited, a limited company registered in England under number 06028668 ("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 Conduct 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 the Company as provider of this service. References to "you" and "your" means you as the Trustee(s) of the Scheme who will be the recipient of this service.

1. Our remuneration

- a. We receive our remuneration from fees; which we charge to you for provision of the services provided in the fee menu. Our fee for the set up of a scheme, or takeover of another pension scheme, is payable in advance. The administration fee is invoiced in advance for the year, and is collected quarterly by direct debit. The first collection date will arise within 7 calendar days following the tax registration of the scheme, or in the case of a scheme takeover, within 7 calendar days following provision of the scheme's takeover report. Thereafter, it is collected on the first working day of each subsequent quarter by direct debit.
- b. Where you instruct us to undertake work for you which does not form part of the administration services set out in the fee menu, we will charge you for those services once they are completed in our opinion. We will advise you in advance of those fees. You have 14 calendar days to pay for any and all that additional work which does not form part of the administration service. If you do not pay within 14 calendar days we reserve the right to charge you interest at a reasonable rate from the 14th date that the invoice remains outstanding until the date that the payment is received as cleared funds. We also reserve the right not to perform any services for you and reserve the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.
- c. In the event that we are unable to collect by direct debit, we will re-attempt to collect payment 7 calendar days following the first collection attempt. If we are unable to collect that subsequent payment you will be liable for the annual administration fee for the year. We also reserve the right not to perform any services for you until payment has been received, together with the right to recover in addition to our costs from you for pursuit of our invoice(s), for which you will be liable for.

- d. Where you or we terminate our services and you have paid for the annual administration fee of your scheme for the year and/or additional services set out in the fee menu, you shall be entitled to a refund of your fees, less the costs we have incurred to the date of the termination of the services agreement. No interest will be added to the refund. Where you terminate our services, you will not be entitled to any refund if the invoice arising from the services for which you have been invoiced remains outstanding after 14 calendar days, or is outstanding at the date that our administration services agreement is terminated.
- e. By signing this agreement you agree to pay us for our services in accordance with that set out in these terms of business.
- f. You may request that the invoice(s) is made to and paid by the Registered Administrator of the scheme, however this does not, transfer, alter or diminish any terms or liability you have in connection with this agreement. You are signing this agreement as Trustee(s) of the pension scheme.
- g. Where you undertake a transaction which gives rise to an unauthorised payments charge on the administrator or member or employer, we reserve the right to terminate our services with you with immediate effect. Under these circumstances 2a, 2b and 2c of this Terms of Business shall not apply.

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: Daws House, 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.

2 Terms of Business

Telephone: 0800 634 4862 Fax: 020 8711 2522 Email: info@pensionpractitioner.com

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 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 not liable for any tax penalties, losses, omissions and errors you undertake in the investment of your funds, including but not limited to investments in stocks, shares, land, property, any employer or employee or connected party investments of any nature.

We are registered for Money Laundering Regulation and will require authority to obtain information regarding investment activities in order that we may meet HM Customs and Excise requirements, with whom we are registered with. We do not provide financial and/or investment advice. You are recommended to speak with a person who is regulated to give you that advice.

8. Law

The law governing this agreement is the law of England and Wales.

9. Instructions

We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions. We can refuse your instructions at our discretion.

10. Variation of the agreement

We may vary the terms of this agreement by writing to you at your last known address giving 30 calendar days notice to those changes. Proof of delivery to this address will constitute proof of notice being served. These terms of business represent our understanding of the law and our terms of business as at 1 May 2013; 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:

Pension Practitioner .Com
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 client), except where disclosure is made at your request or with your consent or where we are required by law to disclose. We will hold your details for a minimum of 6 years.
- b. We will use your information for the purposes of administration of the services you employ us to undertake from time to time and to allow us provide you with consultancy and documentation services you have asked us to provide to you.
- c. The information you provide to us may be shared with HMRC and the Pensions Regulator and their agencies for the prevention of fraud and to ensure proper compliance with their requirements of us. We will not provide your information to any other third party without your written consent to do so, except as required by law.
- d. Where necessary you consent to our processing data that is defined as sensitive by the Data Protection Act. You also consent to our transferring your information to countries that do not provide the same level of data protection as the UK, if necessary for the above purposes. In order to provide certain online services to you, we may transfer your data to countries or territories outside of the EEA (European Economic Area) that may not provide the same level of protection as within the EEA. We, our agents and sub-contractors will apply appropriate technical and organisational measures against the unauthorised processing of personal data and against accidental loss of, or damage to personal data. By providing your data you agree to your data being used and transferred as stated above.
- e. For marketing purposes we will never share with other companies the information you provide to us.

3 Terms of Business

Telephone: 0800 634 4862 Fax: 020 8711 2522 Email: info@pensionpractitioner.com

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 partners 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. Where we are requested to sign on behalf of the Scheme Administrator a pension warranty form, we are signing on the sole basis that the receiving scheme is capable of receiving a pension transfer and not for any other purpose.

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.

Our guidance is based on information provided to us by HMRC, The Pensions Regulator and other bodies. You must satisfy yourself that the information we provide to you is correct and you accept that we have no liability where in good faith there are any omissions, errors, inconsistencies in respect of the information we provide to you.

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.
- 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 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 M. L. Hewison

Name MGRUYN. L. Hewison

Signed _____

Name _____

Signed _____

Name _____



Transfer Out Request & Discharge Form

This form is to be completed if you wish to transfer your pension benefits to another provider or to another Scheme with Brooklands Pensions. As the member, please complete Part 1 & 3 (and Part 2 if transferring to a QROPS) and then forward the document to the receiving scheme to complete Part 4 and send on to us.

Transfer Process: The process can be lengthy as Brooklands will be reliant on investment providers to facilitate the return of cash funds to your Brown Shipley SIPP Account prior to onward transfer. Brooklands are unable to guarantee the completion by a specific deadline though endeavour to finalise as soon as possible.

NOTE: It is strongly recommended that you obtain independent financial advice before completing and proceeding with this transfer. We also recommend that you check if your new Scheme can receive the assets being transferred in-specie to avoid disappointment.

Please complete the following form in BLOCK CAPITALS and forward to your new scheme administrators for their completion and return to us at our address shown below.

PART 1: Transfer Request

1. Personal Details

Full Name of Member

Brooklands SIPP Reference

Member Address

Post Code/PO Box:

National Insurance Number

Telephone Number

2. Please indicate how you would like ALL the benefits to be transferred

Would you like your all pension benefits transferred completely as cash to the new provider or a mixture of cash and in specie. You may wish to transfer all your assets to be re-registered (in-specie), subject to confirmation by the receiving scheme and the associated costs of transferring.

Transfer Benefits as Cash

☒

Full In Specie Transfer

☐

Transfer Part as Cash and In Specie

☐

NOTES: If you have chosen to transfer all of your pension benefits in specie or part cash and the residual in specie, please ensure you also complete Section 5. Please also refer to the Brooklands Pensions in specie fee schedule and cash transfer to understand costs and charges to help you with your decision making.

- Please note that for in-specie (and sometimes cash) there may be other charges from the investment provider and/or receiving scheme.
- If you have any queries with the surrender charges you should contact your adviser or the investment provider.
- There is considerable amount of work for an in-specie transfer and typically this does take longer than a cash transfer and the cost associated is higher.

The Brooklands SIPP

Change or Removal of Financial Adviser

IMPORTANT INFORMATION

This form allows you to notify Brooklands Trustees Limited where you choose to change or remove a financial adviser. It is very important that you fully read and understand this form before signing it as the permissions, remuneration and changes effected in here may have a direct impact on your pension plan. Please note that we will only be able to accept the appointment or remuneration of a Financial Adviser where they hold the required permissions in your legal and current country of residence, and we may require further information from your financial adviser before they are able to act on your behalf.

1. Your Brooklands Plan

Title

Mr / Mrs / Miss / Ms / Dr / Other

Surname

Forename(s)

Brooklands Plan Type

The Brooklands SIPP

Brooklands Plan Reference

2. Nature of Request

What do you wish to notify/instruct?

Replacement of your current financial adviser:

Appoint a Firm with Information Only authority

Variation of Adviser Charge or Authority of current Financial Adviser

Complete removal of your Financial Adviser

☐

Please complete form in full

☐

Please complete sections 3,4,5,7,8,9

☐

Please complete sections 3,5,7,8,9

☐

Please tick here and sign section 3,8

3. Change of Personal Details

Have you had a change of personal details, such as address, name or email etc?

If YES, then we will require your new details to be updated before we can proceed.

☒ YES / NO

Do you wish to request the Trustee to:

Make changes to any of your personal information

☐

Make changes to any other information held on file

☐

Correspondence Address

Permanent Address (Tax Residence)

(if different)

Correspondence Address	Permanent Address (Tax Residence)
Post Code/PQ Box	Post Code/PQ Box
Country	Country

Telephone Number

Mobile Telephone Number

Email Address

PLEASE NOTE: Where you move to another jurisdiction, this may affect your advisers continual ability to be appointed as your financial adviser, subject to where they hold their regulatory permissions. Should this be the case, we will confirm to you accordingly.

Marital Status

Name of Spouse/Partner

Occupation

Employment Status

Country of Residence

Date of Residency

4. New Financial Adviser Details

Adviser Name

Firm Name

Firm Regulator

Introducer Reference

Adviser's Office

Regulator's Reference

Adviser's Contact Number

Adviser's Email Address

Firm's Admin Email Address

5. Authority for Adviser to Notify IVCN of Investment Instructions

Do you authorise your Financial Adviser to notify us of your investment selections on your behalf?

If you choose NO, we will require your express confirmation of acceptance each time an investment instruction is received

YES / NO

CLIENT SIGNATURE

M. L. Hewison

DATE

8-7-16

Member Declaration

Investment Provider

Designation Number

Member Name

Date 8.7.16

I verify that I am fully cognisant of the consequences of this transaction and specific financial penalty(s) that may be imposed on my investment. I confirm I have taken appropriate advice and wish to proceed with the transaction (please tick)



Member's Signature M-L Hewison

Date 8 / 7 / 16

IFA Declaration

Name

Organisation

FSA Authorisation Number

I confirm that I have provided the above member with appropriate advice about the proposed transaction and have informed them of the precise consequences on exiting the current investment(s).

Adviser's Signature _____

Date / /

Brooklands Trustees Limited is authorised and regulated by the Financial Services Authority (463682).



BROOKLANDS PENSIONS

Member Declaration : Brooklands SIPP

I confirm I have received all the information associated with this transfer. This includes the transfer option types available to me, and the fees associated with each option.

I understand there may be other charges from the investment provider and receiving scheme and I understand the transfer timescale is dependent on the investment provider(s), and receiving scheme response times.

I confirm that I have been informed of the surrender penalties of any investments and the implications and also the costs associated with transferring my assets in-specie. I am fully aware of the impact of my decision to transfer in specie or in cash.

Member

Name: M. Hewison

Signature: M. Hewison

Date: 8-2-16

IFA

Name: _____

Signature: _____

Date: _____

Brooklands Trustees Limited is authorized and regulated by the Financial Conduct Authority (463682)

Office 2.14, 16 St. Martins Le Grand, St. Paul's, London, EC1A 4EN, United Kingdom
Office 310, Building 12, PO Box 345804, Dubai International Academic City (DIAC), Dubai, UAE

BROOKLANDS TRUSTEES LIMITED is authorised and regulated by the Financial Conduct Authority (FCA No. 463682) and is a company registered in England and Wales with company number 5731104
BROOKLANDS PENSIONS is a global brand of UK and International Pension Schemes under the name of Brooklands and has a suitably authorised and regulated trustee company in each jurisdiction

**Transfer Out Request & Discharge Form (continued...)****PART 4: Receiving Scheme Section (for receiving scheme to complete)****1. Receiving Scheme Details**

Scheme Name

HMRC Reference Number

☐

As administrators of the above named scheme we confirm that our scheme is a Registered Pension Scheme under Chapter 4 of the Finance act 2004 or a Qualifying Recognised Overseas Pension Scheme. **Additional forms and information may be required to enable a transfer to a QROPS.*

☐

We confirm that the assets within Part 1, Section 6 are acceptable to for the scheme and that they will be transferred to the following Trustee details **any amendments to the assets required to be transfer in-specie where you are unable to receive them will require confirmation by the member that they can be transferred as cash:*

Receiving Scheme Trustees

Trustee's Registered Address

Post Code/PO Box:

2. The transferring of Cash holdings?

Any cash holdings to be transferred will be transfer **only once all assets have been reassigned** and any fees have been deducted accordingly. Where sufficient liquid holdings are not available to settle all outstanding fees, these will be requested for and require payment prior to remittance of the pension.

Please confirm how funds are to be remitted and the details by ticking ONE of the following:

BACS

☐

CHAPS

☐

SWIFT

☐

Cheque

☐**Bank Details**

Bank Name

Sort Code

Account Number

Bank Address

SWIFT/IBAN Details (if non UK bank)

Reference Required on Payment:

**Transfer Out Request & Discharge Form (continued...)****3. Authorisation & Declaration of the Receiving Scheme**

- We confirm that the above statements are true and that upon receipt and acceptance of the transfer value (money representing the member's pension rights) it will be used only to provide the member with pension benefits in retirement (for example, providing a tax free lump sum and a regular income or annuity).
- We give Brooklands Trustees Limited permission to approach HM Revenue & Customs for confirmation that this scheme is either a Registered Pension Scheme, or a Qualifying Recognised Overseas Pension Scheme that complies with HM Revenue & Customs requirements.
- We confirm that the proceeds once discharged from Brooklands Trustees will not be used for Pension 'liberation' (cash back/loan whether directly or indirectly) as deemed by HMRC.

Signature

M. L. NEWSON

Name & Position

Date

8-7-16

For and on Behalf of:

Please Note Additional Information for Brooklands Trustees Limited**Returning the Form**

Please return the completed Transfer Form along with any additional information to one of the following addresses:

UK Address:

Brooklands Trustees
Limited
Office 2.14
16 St Martins Le Grand
St Paul's, London
EC1A 4EN, UK

T: +44 (0) 207 100 4011
F: +44 (0) 207 100 4012

UAE Address:

Brooklands Trustees Limited (IVCM)
Office 310, Building 12
PO Box 345804
Dubai International Academic City (DIAC)
Dubai, UAE

T: +971 (0) 4 429 8686
F: +971 (0) 4 429 8685

**Transfer Out Request & Discharge Form (continued...)****PART 3: Member Declaration****1. Member Declaration and Agreements – PLEASE READ IN FULL**

- I confirm that to the best of my knowledge and belief, the particulars given on this form are correct and complete.
- I understand that it is an offence to make false statements and that penalties are severe and could lead to prosecution.
- I hereby grant consent to Brooklands Trustees to contact HM Revenue & Customs to verify the registered scheme status for the receipt of your pension fund.
- The member is, or on receipt of the cash equivalent will be a member of the Receiving Scheme and that the Receiving Scheme is able to accept the cash equivalent on behalf of the member.
- I have received a statement from the Receiving Scheme showing the benefits to be awarded in respect of the transfer payment.
- I hereby authorise Brooklands Trustees Limited to release details about the transfer from this scheme and the subsequent application of benefits to the receiving scheme.
- I acknowledge that any entitlement to benefits under this scheme will cease in respect of any transferred rights and that Brooklands Trustees Limited will be discharged from any obligation to provide benefits in respect of those rights.
- Pension transfers are undertaken on the transferor's understanding that the transfer value (money representing the member's pension rights) will be used only to provide the member with pension benefits in retirement (for example, providing a tax free lump sum and a regular income or annuity).
- I fully appreciate that early access to my pension prior to the minimum retirement age of 55 may be subject to *Unauthorised Payment* charges from HMRC.
- I accept that the proceeds once discharged from Brooklands Trustees will not be used for Pension 'liberation' (cash back/loan whether directly or indirectly) as deemed by HMRC.
- A warning against early release of pension has been published by the Pensions regulator and you can read this information at www.pensionsregulator.gov.uk/press/pn12-05.aspx
- A transfer to a QROPS is a Benefit Crystallisation Event (BCE) for the purposes of HMRC reporting, and can be a chargeable event. This means that if your total pension benefits (including amounts from other pension arrangements) are more than your Lifetime Allowance you could have to pay tax. If you tell us the total value of your pension benefits is more than the LTA at the point of transfer then we will advise you accordingly before settling the transfer.
- I have read accept and understand Brooklands Trustees Limited Transfer out charging structure v. 01/16 and all fees shall be paid before the transfer has taken place.

2.**Member Authorisation to Transfer**

I declare that I have read the above statement in full and by signing below I agree to the trustees of The Brooklands SIPP discharging liability at the point of transfer and therefore all liability is passed to the receiving scheme.

Member Signature:

M. L. HEWISON

Full Name:

MERVYN LESLIE HEWISON

Date:

8.7.16

**Transfer Out Request & Discharge Form (continued...)****PART 2: For Transfers to QROPS only (if applicable)****1. Transferring to a Qualifying Recognised Overseas Pension Scheme (QROPS)**

Please complete this section if you are transferring to a QROPS. You will also need to complete APSS 263 and the Brooklands QROPS Transfer Declaration.

Brooklands also strongly recommend reading in full the HMRC publication APSS M: Transferring your UK pension funds to a QROPS

Section A – HMRC Lifetime Allowance Protection

We must check that the value to the benefits payable from your SIPP do not, when combined with any other pension benefits you have taken or are receiving, exceeding your Lifetime Allowance.

Have you registered for: ☐ Primary Protection? ☐ Enhanced Protection? ☐ Fixed Protection?

If you have tick any of the above, please provide a copy of the certificate provided by HMRC

Section B – Other Pension benefits (Part 1)

Have you received or are you receiving any pension benefits or lump sum benefits from any other private pension arrangements (i.e. not including State Pension)? Yes ☐ No ☐

If you have answered 'Yes' to the above question, please ensure that you complete Section C below

Section C – Other Pension benefits (Part 2)

Please complete this section if you have answered 'Yes' that you have received or are receiving any pension benefits or lump sum benefits from another pension arrangement.

I was receiving a pension as at 5th April 2006 Yes ☐ No ☐

Name of Scheme

Gross Pension at 5th April 2006

I have started receiving other pension benefits / lump sums since 5th April 2006

Yes ☐ No ☐

Name of Scheme

Gross Pension at 5th April 2006

PLEASE ALSO COMPLETE THE FOLLOWING FORM:
Brooklands QROPS Declaration
HMRC APSS253



Section 2: Transferring Commercial Property

Solicitor Firm & Main Contact	
Full Address	
Post Code/PO Box: <input type="text"/>	
(Telephone)	(Email)
(Fax)	

If you wish to transfer your execution only/DFM Account please provide details of the new provider

Firm Details & Main Contact		Reference
Full Address		
Post Code/PO Box:		
		(Email)
(Telephone)	(Fax)	



**Transfer Out Request & Discharge Form (continued...)****3. Please complete the details on the receiving scheme**

Scheme Name:

Scheme Reference:

Provider Name

Full Address

Post Code/PO Box:

(Email)

(Telephone)

(Fax)

4. Please confirm the type of scheme you will be transferring to

Is the receiving Scheme Type (please tick only ONE):

UK Registered Pension Scheme

☐

Qualifying Recognised Overseas Pension Scheme

☐

NOTE: If the transfer is to a Qualifying Recognised Overseas Pension Scheme then Brooklands will require further documentation to be completed, and the amount of Funds leaving this scheme must be tested against your lifetime allowance before they can be transferred. Please ensure the whole of Part 2 of this form has been completed before returning the form.

5. Assets to be transferred In Specie (if Applicable)**Section 1: Assets to be transferred**

Please enter below details of the assets that you wish to transfer in-specie (asset remains intact) – please use additional pages if required

Name of Investment Provider	Full Name of Asset	Plan Number	Amount in £/%

The Brooklands SIPP

CHANGE TO PERSONAL INFORMATION AND BENEFICIARIES

IMPORTANT INFORMATION

Please use this form to notify Brooklands Trustees Limited of a change in personal details or an update to your nominated beneficiaries (those persons to whom you would like to receive your benefits in the event of your death).

1. YOUR BROOKLANDS PLAN			
Title	MR	Surname	Hewison
Forename(s)	MGRUYN		
Brooklands Plan Type	The Brooklands SIPP	Brooklands Plan Reference	

2. INFORMATION TO UPDATE			
Do you wish to request the Trustee to:	Make changes to your personal information	<input type="checkbox"/>	Please complete Sections 3 & 6
	Make changes to any other information held on file	<input type="checkbox"/>	Please complete Sections 4 & 6
	Make changes to your nominated beneficiaries	<input type="checkbox"/>	Please complete Sections 5 & 6

3. CHANGE OF PERSONAL INFORMATION (PLEASE COMPLETE IN FULL)			
Correspondence Address	Permanent Residential Address (Tax Residence) <small>(if different)</small>	Telephone and Email Details	
	28 BEACON FIELD ST NORTHALLERTON	Main Telephone Number	
		Mobile Telephone Number	
		Email Address	
Post Code/PO Box	DL7 8TF		
Country			
Marital Status	SINGLE	Name of Spouse/Partner	
Occupation	UNEMPLOYED	Employment Status	U/E
Country of Residence	UK	Date of Residency	

PLEASE NOTE: Where you move to another jurisdiction, this may affect your advisers' continual ability to be appointed as your financial adviser, subject to where they hold their regulatory permissions. Should this be the case, we will confirm to you accordingly.

4. ANY OTHER INFORMATION CHANGES YOU NEED TO NOTIFY THE TRUSTEES OF?	
Please complete updated information:	

5. CHANGE TO YOUR NOMINATED BENEFICIARIES			
Benefits from your pension would normally be paid at the discretion of the Trustees by you nominating who you would like to receive your pension benefits in the event of your death. Where this is the case, Inheritance Tax will not apply. You can nominate multiple people and indicate the percentages for each. This nomination can be changed at any time by writing to Brooklands Pensions.			
Full Name	Address	Relationship to Member	% of Death Benefits
SAME AS BEFORE			

6. MEMBER DECLARATION	
I declare that I am the member of The Brooklands SIPP and that the changes requested above are to be effected throughout my plan accordingly. I hold the Trustee free of any liability in changing the above. Where I have notified you of a change of Nominated beneficiary, I request that the Trustee pay my Nominated beneficiaries their discretionary payment of benefits in the event of my death.	
MEMBER SIGNATURE	M. L. Hewison
DATE	8.7.16