

Dated:

2016

- (1) Nicola Bauzone (TRUSTEE)**
- (2) Pension Practitioner .Com Limited (SUPPLIER)**

**ADMINISTRATION SERVICES
AGREEMENT for the
MERSEYSIDE PROPERTIES LIMITED
PENSION SCHEME**

This Agreement is made on

2016

Between

- (1) Nicola Bauzone of 1 Clavering Place, London, SW12 8DB ("**Trustee**").
- (2) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, (the "**Supplier**")

Background

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

1 Definitions

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

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

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

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

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

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

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

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

"DPA" means the Data Protection Act 1998;

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

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

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

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

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

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

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

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

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

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

"Scheme" means Merseyside Properties Limited Pension Scheme;

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

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

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

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

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

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

2 Interpretation

2.1 In this Agreement, unless the context otherwise requires:

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

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

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

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

3 Appointment of the Supplier

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

4 Start and duration of Agreement

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

5 Performance of the Services

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

5.1.1 Good Industry Practice;

5.1.2 the Trust Deed;

5.1.3 the terms of this Agreement; and

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

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

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

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

6 Charges

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

6.1.1 the Fees set out in Schedule 2;

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

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

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

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

6.2.1 deduct the Charges directly from the Fund; and

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

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

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

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

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

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

7 Trustee obligations

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

7.1.1 the Trust Deed;

7.1.2 the terms of this Agreement; and

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

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

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

8. Mutual obligations of the parties

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

15 Confidentiality

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

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

16 Liability

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

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

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

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

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

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

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

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

- (iii) provided to the Supplier by the Trustee or a third party on the Trustee's behalf, and that the Supplier then provides to any other third party on behalf of the Trustee;

16.4.2 any delay or failure in the performance of the Supplier's obligations under this Agreement resulting from:

- (i) events beyond the Supplier's reasonable control (for example, an IT or software or systems failure that could not be avoided despite the Supplier's best endeavours); or
- (ii) the acts or omissions of third parties or the Trustee's acts or omissions, including but not limited to delays in providing information to the Supplier or carrying out the Supplier's or the Trustee's instructions;

16.4.3 any other acts or omissions of any third party, including:

- (i) any advice or opinion given to the Trustee by any third party;
- (ii) the performance or non-performance by any third party of any legally binding agreement between the Trustee and that third party;

16.4.4 any acts or omissions undertaken by the Supplier prior to the commencement of this Agreement;

16.4.5 any other acts or omissions by the Trustee or by any Regulator that result in the Trustee being legally disqualified from being able to act as a trustee of the Scheme or as a director or officer the Scheme's sponsoring employer;

16.4.6 any change or clarification in the law that happens after the date on which this Agreement takes effect (whether or not it has retrospective effect) and that impacts or affects the definition or regulation or status or tax treatment or advantages or disadvantages or validity of, or the law applicable to, the Scheme;

16.4.7 any failure by the Supplier to provide the Trustee with legal advice or tell the Trustee about a change in the law; and / or

16.4.8 any report given by the Supplier in good faith to a Regulator.

16.5 To the extent that either party has any legal liability to the other party (whether under this Agreement or under overriding law) and to the extent that such liability can be limited by law, each party's liability to the other whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise shall in all circumstances be limited to the amount of £50,000.

16.6 Subject to clause 16.5 the Trustee shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.

16.7 Subject to clause 16.5 the Supplier shall indemnify the Trustee against any Loss incurred or suffered by the Trustee arising from any act or omission for which the Supplier is liable to the Trustee in accordance with this Agreement.

17 Termination

17.1 Each party may terminate this Agreement without cause by giving the other party at least 3 months' notice in writing.

17.2 Any party may terminate this Agreement by giving the other party 1 month's notice in writing at any time throughout the duration of this Agreement in the following circumstances:

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

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

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

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

17.3.2 the date when the Scheme is wound up,

in accordance with the provisions of the Trust Deed.

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

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

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

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

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

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

18 Consequences of Termination

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

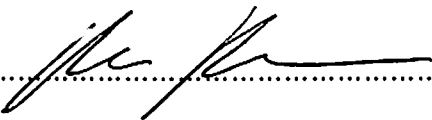
19 General

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

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

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

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

Signed by  (Trustee)

Schedule 1

Services

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

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

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

Schedule 2: Fees

Annual Management Charge (AMC)

A fee of £225 exc VAT shall be payable quarterly in advance for the provision of the Services for the first member and £112.50 for the second and each additional member

Administration of transfers in from other pension schemes

A fee of £200 exc VAT per transfer

Fees for additional services

As agreed between the Supplier and the Trustee

Increases to Fees

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

Termination Assistance fees

A fee of £750 exc VAT