

ADMINISTRATION AGREEMENT

**Defined Contribution Occupational pension Administration
Agreement between the Trustees of**

MY INVESTMENT PROPERTIES - SSAS

(PSTR)

And

Kingswood Law Trustee & Legal Services Limited

DATE

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AGREEMENT FOR THE PROVISION OF ADMINISTRATION SERVICES

This Agreement is dated Date

BETWEEN:

- (1) **Matthew Yates** of 43 Lambrell Green, Kiveton Park, Sheffield, S26 5NT and **Robert Smith** of 43 Lambrell Green, Kiveton Park, Sheffield, S26 5NT (hereinafter referred to as the "**Member Trustee(s)**") on behalf of himself/herself/themselves and any successor or successors as trustees of *MY INVESTMENT PROPERTIES - SSAS (PSTR*); and
- (2) **Kingswood Law Trustee & Legal Services Limited** (hereinafter referred to as the "Administrator") Company No. 04735293 having its registered office at 168 Church Road, Hove, East Sussex, BN3 2DL

together referred to as the "**Parties**".

INTRODUCTION

- a) The Trustees wish to appoint a third party to provide certain pension administration services on its behalf; and
- b) The Parties have entered into this Agreement for the Administrator to provide services to the Trustees on the terms specified below.

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

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

"**Administrator's Delegate**" means a third party to whom the Administrator has delegated the provision of part or all of the Services in accordance with Clause 2.18 of the Agreement;

"**Agreement**" means this agreement between the Parties together with the Schedules and any other document which the Parties shall agree in writing to form part of the Agreement and includes any variation of or addition to these provisions made in accordance with Clause 2.8;

"**Claim**" means all claims arising in respect of the Administrator's negligence or wilful default and which result from one and the same act or omission by the Administrator;

"**Clause**" means the relevant numbered provision of the Agreement;

"**Client Manager**" means a named individual within the Administrator's organisation to provide the principal contact point for the Trustees with regard to the provision of the Services and the operation of the Agreement generally;

"**Data Protection Laws**" means the DPA and Directive 95/46 of the European Parliament and of the Council on the Protection of Individuals with regard to the Processing of Personal Data and on the Free Movement of such Data (or any subsequent relevant data protection directive);

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

"**Effective Date**" means **DATE**;

"**Force Majeure**" means circumstances beyond the reasonable control of the Parties including but not limited to an act of God or act or regulation of any government or public authority, fire, explosion, flood, accident, civil commotion, outbreak of hostilities (whether war is declared or not), insurrection, riot, act of terrorism, industrial dispute or failure on the part of any third party

to provide services or materials necessary in the performance of a function or obligation under the Agreement;

"Intellectual Property Rights" means all rights, titles and interests in copyright, databases rights, inventions, know-how, logos, patents, design rights (whether registrable or otherwise), trademarks and trade names, and all similar proprietary rights which subsist now or may subsist in the future, including any registration of such rights and rights to apply for such registration;

"Member" means a member of the Scheme;

"Notice" means written notice, signed by the relevant Party or by someone authorised by that Party to do so;

"Party" means such one of the Parties to the Agreement as is relevant to the context;

"Personal Data" means personal data processed or to be processed by the Administrator under the Agreement as the Trustees' data processor (in each case, within the meaning of the DPA);

"Schedule" means the relevant numbered schedule annexed to the Agreement;

"Scheme" means *MY INVESTMENT PROPERTIES - SSAS (PSTR*);

"Scheme Information" means all information (whether now existing or to come into existence, and whether created by the Administrator or anyone else) in the possession or under the control of the Administrator which relates to the Scheme or its beneficiaries, whether contained in correspondence, documents, statements and other papers and records or stored on computer discs, tapes, microfiche or other similar means of storage and which may reasonably be required for the purpose of administering the Scheme. For the avoidance of doubt: (i) Scheme Information will not include any system (whether computerised, electronic or otherwise) in the possession or under the control of the Administrator on which Scheme Information is kept or any materials or programmes created or generated in connection with any such system; and (ii) this definition remains subject to both the Administrator's obligations to keep information confidential and to Clause 6.3 (Intellectual Property Rights);

"Services" means the pension administration services to be provided by the Administrator in respect of the Scheme under the terms of the Agreement as more particularly described in the Schedules. The Services comprise 'Core Services' (as described in Schedule 2 and excluding those services identified in Schedule 2 as falling outside the core services) and 'Non-Core Services' (being those services identified in Schedule 2 other than the Core Services and which are to be provided to the extent, if any, as may be agreed between the Administrator and the Trustees);

"Trust Deed and Rules" means the applicable trust deeds and rules or other governing documentation of the Scheme (as amended from time to time), as disclosed by the Trustees to the Administrator; and

"Working Day" means any day other than a Saturday or a Sunday, and other than a day which is a bank or public holiday in the United Kingdom.

2. General Provisions

2.1. References

References in the Agreement to Clauses and Schedules are to those in the Agreement unless otherwise stated.

2.2. Legislation

Unless the context requires otherwise, references in the Agreement to any statute or statutory instrument shall include any amendment or re-enactment of it for the time being in force and shall include any subordinate legislation made under the relevant statute.

2.3. Singular/Plural

References in the Agreement to the singular include references to the plural and vice versa and references to any gender include references to every gender and references to natural persons include bodies corporate and vice versa.

2.4. Headings

Headings in the Agreement are for convenience only and shall not affect the construction of the Agreement.

2.5. Entire agreement

The Agreement, including any Schedules referred to in it and attached to the Agreement, each of which is incorporated in the Agreement for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in the Agreement.

2.6. Authorisation

Each Party represents and warrants to the other that:

2.6.1. It has the requisite authority to enter into the Agreement and to carry out the transactions contemplated by the Agreement; and

2.6.2. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated by the Agreement have been duly authorised by the requisite action on the part of such Party.

2.7. Consents and approval

Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, it shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

2.8. Variation of Agreement

Any variation of the Agreement must be in writing and signed by each Party to it or, in each case, by someone authorised by that Party to do so.

2.9. Counterparts

The Agreement may be executed in two counterparts, both of which taken together shall constitute one single agreement between the Parties hereto.

2.10. Severance

In the event that any provision of the Agreement conflicts with the laws of England and Wales or if any such provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties and the remainder of the Agreement shall remain in full force and effect.

2.11. The Contracts (Rights of Third Parties) Act 1999

The Administrator and the Trustees do not intend that any term of the Agreement which purports to confer a benefit on a third party should be enforceable by such a third party under the terms of the Contracts (Rights of Third Parties) Act 1999.

2.12. Waiver of default; cumulative remedies

2.12.1 A delay or omission by any Party to exercise any right or power under the Agreement shall not be construed to be a waiver of that right or power. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach of them shall not be construed to be a waiver of any succeeding breach of them or of any other covenant contained in the Agreement.

2.12.2. Except as expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

2.13. Survival

Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including any fees due to the Administrator pursuant to the Agreement, shall survive any termination or expiration of the Agreement and continue in full force and effect.

2.14. Notices

Any Notice under the Agreement shall be deemed duly given:

2.14.1 If it is sent by first class post, to the Party's address as set out in the Agreement (or such other address as shall have been notified to the other Party for this purpose), no later than the third Working Day after it is sent; or 2.14.2. if it is sent by facsimile or e-mail (with the original being sent by first class post), immediately upon receipt by the sender of confirmation of successful transmission.

2.15. Force Majeure

Subject to an affected Party promptly notifying the other in writing of the reasons therefore and the likely duration thereof, neither Party shall be liable for delay in performing obligations or for failure to perform obligations under the Agreement if the delay or failure results from Force Majeure, provided that such Party shall have used all reasonable endeavours in the Circumstances, to avoid or minimise the effects of any such delay or failure and to perform such obligations.

2.16. Governing law

The Agreement and performance under it shall be governed by and construed in accordance with the laws of England and Wales. The Parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales as regards any claim or matter arising under the Agreement.

2.17. Assignment

The Agreement shall be binding on the Parties and their respective successors and assigns. Neither Party may, or shall have the power to, assign the Agreement without the prior written consent of the other.

2.18. Delegation by the Administrator

The Administrator shall be entitled to delegate the provision of part or all of the Services to a third party provided that the Administrator shall remain responsible for the performance of such delegated Services under the Agreement (to the extent that the Administrator would have been responsible for such performance in accordance with this Agreement). The Administrator shall be entitled to agree such remuneration, charges or fees for the provision of the Services with the third party as it considers reasonable.

3. Relationship between the Parties

3.1. Representations

The Trustees represent that they will use their reasonable endeavours to secure and maintain all statutory and/or regulatory approvals necessary for the conduct of their business and will immediately notify the Administrator in writing if any such approval is withdrawn or threatened to be withdrawn, to the extent they are able to do so.

3.2. General co-operation of Parties

The Parties agree to co-operate with one another with a view to ensuring the proper and cost-effective provision of the Services. In particular, the Administrator agrees to provide to the Trustees such information and explanations about the provision of the Services as the Trustees may reasonably require within timescales agreed between both Parties.

3.3. Offer of employment

Each Party agrees not to offer employment to any employee of the other Party during the term of the Agreement or for a period of 12 (twelve) months after the termination of the Agreement unless the other Party gives its express consent in writing.

4. Term

4.1. Term

Subject to Clause 4.2, the term of the Agreement shall begin on the Effective Date and shall expire **2 (two)** years thereafter unless terminated earlier or extended in accordance with the Agreement.

4.2. Extension

On the expiry of the term set out in Clause 4.1 or any extension of it in accordance with this provision, the Agreement will be extended automatically for **12 (twelve) months** (the "Extension Period") on the same terms and conditions as are set out in the Agreement (including this provision relating to further extensions), save that:

- 4.2.1. The Administrator may vary the fees and other sums as specified in Schedule 1 due to it during any Extension Period by giving Notice to the Trustee no later than 6 (six) months prior to the then-existing expiration date of the Agreement (or any extension of it);
- 4.2.2. Where either Party gives the other Party no less than 6 (six) months prior Notice that it wishes to vary any term or condition of the Agreement to apply during any Extension Period, both Parties shall use their respective reasonable efforts to agree a variation in writing prior to then-existing expiration period of the Agreement. If the Parties are unable to agree a variation within this period (or within such other period as the Parties agree), the Agreement will terminate at the end of the then-existing expiry date; and
- 4.2.3. The Agreement will not be automatically extended where either Party gives the other Party Notice, no later than 3 (three) months prior to the then-existing expiration date of the Agreement (or any extension of it), that it does not agree to the automatic extension of the Agreement. In such circumstances, the Agreement will terminate on that expiration date.

5. Appointment of Administrator

5.1. General

The Trustees appoint the Administrator to provide the Services in accordance with and on the terms of the Agreement.

5.2. Finance Act 2004

The Trustees acknowledge that they are responsible for notifying HM Revenue and Customs of the appointment of the Administrator and that the Administrator will be an Authorised Scheme Practitioner as defined in the Registered Pension Schemes Manual in relation to the Scheme.

5.3. Pensions Act 1995

- 5.3.1. The Trustees acknowledge that the Administrator is not required by the Agreement to exercise in relation to the Scheme any prescribed functions (within section 47(3) of the Pensions Act 1995).
- 5.3.2. Notwithstanding Clause 5.3.1, where the Administrator is required by the Trustees to exercise in relation to the Scheme any prescribed functions within section 47(3)(a) of the Pensions Act 1995, the Trustees appoint the Administrator to carry out those functions. The appointment takes effect on the Effective Date. The Administrator, by signing the Agreement, acknowledges receipt of the appointment. The Administrator must comply with the instruction and reporting requirements imposed upon it under the Agreement, and must notify the Trustees about any conflict of interest to which the Administrator is or may become subject in relation to the Scheme immediately the Administrator becomes aware of it.

5.4. Administrator for tax purposes

The Trustees acknowledge that they are, and will remain, the Scheme's administrator for the purposes of the Finance Act 2004.

6. Service and Contract Management

6.1. Provision of Services by the Administrator

Subject to the Administrator (or the Administrator's Delegate, if appropriate) receiving all necessary data, documents, funds, information or instructions in accordance with Clause 6.2.1, the Administrator must use its reasonable endeavours to provide (or procure the provision of) the Services in a manner appropriate to a professional pension scheme administrator, and must use its reasonable endeavours to provide them within the time limits set out in Schedule 2 or, if otherwise, within a reasonable time.

6.2. Provision of information by the Trustees

6.2.1. The Trustees must use their reasonable endeavours to provide or procure the provision to the Administrator (or, if directed by the Administrator and subject to the Administrator providing contact details to the Trustees, to the Administrator's Delegate), in each case in a timely manner and in a form accessible by the Administrator (or the Administrator's Delegate, where appropriate), the data, documents, funds, information and instructions referred to in Clause 6.1.

6.2.2. In particular, but without prejudice to their obligations, the Trustees must:

6.2.2.1 Give to the Administrator as soon as practicable notice of any replacement or alteration of, or addition to, the Trust Deed and Rules;

6.2.2.2 If possible, discuss with the Administrator any proposed replacement, alteration or addition to the Trust Deed and Rules in advance of the proposal taking effect;

6.2.2.3 Provide the Administrator with details of any contracts of insurance which the Trustees have taken out or wish to take out, details of the insurers with whom the Trustees have or wish to take out such contracts and details of the insurance intermediary who the Trustees have chosen to instruct to advise them on such contracts;

6.2.2.4 Give to the Administrator as soon as practicable (and in advance if possible) notice of any changes in the basis of contributions to or benefits provided by the Scheme; and

6.2.2.5 Provide the Administrator with guidance and decisions on the interpretation and/or meaning of any of the provisions of the Trust Deed and Rules where such guidance and decisions are reasonably needed by the Administrator to permit it to provide the Services in accordance with the Agreement.

6.3. Intellectual Property Rights

The Parties agree that the Intellectual Property Rights in all materials or programmes created or otherwise generated by the Administrator in the provision of the Services will remain the property of the Administrator.

6.4. Contact within Administrator

By Notice from time to time to the Trustees, the Administrator must designate a Client Manager with whom the Trustees shall engage in pursuit of all aspects of Service covered in this Agreement.

6.5. Compliance by the Administrator

In providing the Services, the Administrator shall use its reasonable endeavours to comply with:

- 6.5.1 Relevant provisions of the Trust Deed and Rules;
- 6.5.2 All applicable statutory provisions (including, without limitation, the Pensions Act 1995 and the Pensions Act 2004) which may from time to time affect the Scheme, the Trustees or the Administrator;
- 6.5.3 All requirements of the Department for Work and Pensions, the Pensions Regulator, HM Revenue & Customs and any other regulatory body having jurisdiction over the Scheme;
- 6.5.4 All reasonable instructions from the Trustees received in accordance with the Agreement.

6.6. Registered or contracted out status of the Scheme

In the provision of the Services, the Administrator must use its reasonable endeavours not to do or omit to do anything which could prejudice the registered or contracted-out status of the Scheme.

6.7. Instructions and reporting

The Trustees (through such named individuals as the Trustees may designate from time to time by Notice to the Administrator) may give instructions (not amounting to a variation of the Agreement) to the Administrator. The Administrator shall report to whoever instructed it or (in his absence) to anyone else for the time being nominated by the Trustees in writing to the Administrator.

6.8. Administrator's capacity

Other than for the purposes of discharging the Administrator's obligations under the Agreement or unless specifically authorised by the Trustees, the Administrator is not, and must not hold itself out to be, the agent of the Trustees for any purpose whatsoever. When communicating with a current or prospective beneficiary of the Scheme, the Administrator must, where appropriate, make it clear to that person that it is doing so on behalf of the Trustees.

6.9. Control of proceedings

In the event of any proceeding or claim by or against the Trustees being brought or threatened which may result in the Administrator being liable, the Trustees shall:

- 6.9.1 Give the Administrator Notice of the proceeding or claim as soon as reasonably practicable of it first being brought or threatened;
- 6.9.2 Allow the Administrator to have conduct of any litigation and negotiation relating to the proceeding or claim; and
- 6.9.3 Not admit, defend, compromise or negotiate or settle the proceeding or claim without the written consent of the Administrator.

6.10. Financial Conduct Authority Regulation

- 6.10.1 The Administrator is not as at the date hereof authorised and regulated by the Financial Conduct Authority.

6.10.2 To the extent that any of the Services regulated by the Financial Services Authority constitute designated investment business (as that term is defined in the glossary to the Financial Conduct Authority's Handbook of Rules and Guidance), the Administrator and the Trustees confirm that the Services will be provided by a duly authorised Firm or that any instructions by the Trustees to make investment on behalf of the Trustees will be conveyed to the Administrator in a manner and detail which allows the Administrator to simply apply the Trustee instructions where no discretion is or may be exercised by the individual performing the activity.

6.10.3 To the extent that any of the Services regulated by the Financial Conduct Authority constitute insurance mediation activities (as that term is defined in the glossary to the Financial Conduct Authority's Handbook of Rules and Guidance), the Administrator and the Trustees confirm that the Services will be provided by a duly authorised Firm.

7. Bank and Other Accounts

7.1. Operation

In carrying out the Services, the Administrator will use such bank or other accounts as the Trustees may authorise from time to time, and on the terms agreed by the Trustees with the relevant bank or other body and notified to the Administrator from time to time.

7.2. Limits of Administrator's authority

Payments by the Administrator out of any of those accounts are to be limited to providing benefits, transfer payments and other payments or expenses properly payable under the Scheme and to such other payments as the Trustees may authorise from time to time.

7.3. Administrator's accounts

No Scheme money other than duly authorised fees will be kept in an account held by the Administrator, other than in transition to a duly authorised account and in any case for a period of no more than 10 (ten) working days

8. Scheme Information

8.1. Ownership

The Administrator acknowledges that the Scheme Information is, and will become and remain, the property of the Trustees.

8.2. Retention

The Administrator must use reasonable endeavours to retain and keep safe the Scheme Information, and must not destroy, or permit or suffer to be destroyed, any of it except with the written consent of the Trustees.

8.3. Access

8.3.1 The Administrator shall on reasonable notice provide the Trustees or their appointed agents with access to the Scheme Information held by the Administrator.

8.3.2 After termination of the Agreement, the Trustees shall be required to provide the Administrator with reasonable access to the Scheme Information as requested by the Administrator in order to enable the Administrator to respond to any claim brought against it in relation to either the provision of the Services or any other aspect of the Agreement.

9. Computer Systems and Security

9.1. System changes

The Administrator must notify the Trustees in advance of any proposed material change to any system (whether electronic or otherwise) on which the Scheme Information is kept.

9.2. Disaster recovery

The Administrator shall maintain an appropriate system for recovery in case of disaster of such of the Scheme Information as the Administrator, or anyone on whom the Administrator relies for storing the Scheme Information, keeps.

10. Information about the Scheme

10.1. Provision

The Administrator must provide in a timely manner to the Trustees, and to such of the Scheme's actuary, auditor, investment manager or solicitor, and anyone else notified by the Trustees to the Administrator as the Trustees may request, such information about the Scheme as is in the possession or under the control of the Administrator and as the Trustees may reasonably require.

10.2. Confidentiality

Subject to Clause 10.1 and unless:

10.2.1 The information in question is already in the public domain; or

10.2.2 Disclosure is required for the proper provision of the Services, in connection with legal proceedings, by any competent authority, or by law (including, without limitation, under section 70 of the Pensions Act 2004), the Administrator must keep confidential any information acquired by it in the course of providing the Services and the Trustees must keep confidential any information acquired by them in relation to the provision of the Services.

11. Data Protection

11.1. Status of the Parties

The Parties acknowledge that for the purposes of the DPA:

11.1.1 The Trustees are to be regarded as data controllers within the terms of the DPA; and

11.1.2 The Administrator is to be regarded as a data processor in relation to the Trustees.

11.2. Data protection compliance

11.2.1 The Parties shall comply with the DPA and any regulations or instruments made thereunder and with the Data Protection Laws applicable to them and shall not do or cause or permit to be done anything which may cause or otherwise result in a breach by the other Party of the Data Protection Laws and they agree to ensure that their uses of their data protection notifications comply with the applicable legislation at all times.

- 11.2.2 The Trustees and the Administrator agree to inform each other of any amendments to their respective data protection notifications which are relevant to the Agreement and the performance of the Services after the date of the Agreement; and to supply each other with copies of such registrations upon request.
- 11.2.3 The Trustees shall determine the purpose for which and the manner in which any Personal Data is to be processed. The Administrator will promptly comply with all such instructions or directions received by it from the Trustees from time to time.
- 11.2.4 The Trustees confirm that any Personal Data provided to the Administrator by or on the Trustees' behalf will have been collected fairly and lawfully (including observing any requirement to obtain the explicit consent of Members) so as to enable the processing of the Personal Data by the Administrator.

11.3. Administrator's obligations

The Administrator will maintain appropriate technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of any Personal Data processed by it pursuant to the Agreement and to protect any such Personal Data against unauthorised or unlawful processing, accidental loss, destruction or damage as may be required by a data controller under the DPA or as otherwise may reasonably be required or directed by the Trustees from time to time.

11.4. Data protection indemnity

Subject to the provisions of Clause 14 (Limitation of Liability), each Party will fully and effectively indemnify the other Party against any loss or damage suffered by that other Party and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto which may arise directly or indirectly as a result of a breach of the Data Protection Laws.

12. Compliance

12.1. Non-payment of contributions

If at the end of the due date for payment under the Scheme's schedule of contributions (or payments schedule, as appropriate), any contribution or other payment due from an employer to the Scheme has not been paid at all or the Administrator has reasonable cause to believe that it has not been paid in full, the Administrator shall promptly notify the Trustees of that fact.

12.2. Complaints by beneficiaries

If the Administrator becomes aware of any complaint of a material nature by a beneficiary or potential beneficiary of the Scheme about the Scheme or about the provision of the Services, the Administrator must give details of it to the Trustees as soon as possible.

12.3. Announcements

The Administrator must not issue any announcement or other communication (whether written or oral) to a beneficiary or potential beneficiary of the Scheme promising or effecting, or notifying that person of, any changes in benefits, entitlements or expectations under the Scheme other than such as may be authorised by the Trustees from time to time.

13. Payment for Services

13.1. Fees

In return for providing the Services, the Trustees will pay to the Administrator the fees and other sums specified in, and at the times and on the terms set out in, Clause 13.2 and Schedule 1.

13.2. Invoices

Invoices for fees and other sums shall be rendered on a monthly basis on or shortly after the first day of each month. They must contain, or be accompanied by, such details as are reasonably necessary to validate the sums being claimed. They will be subject to any applicable value added tax and disbursements. They shall be made out to the Trustees or (if required by the Trustees) to the employer under the Scheme or other company within the employer's group (but, in either case, marked as being payable by the Trustees). The fact that they may be made out to the employer does not affect any of the Parties' obligations under the Agreement and, in particular, the Trustees' obligation to pay, or procure payment of, the fees and other sums to which Clause 13.1 refers.

13.3. Time for payment

Payment of an invoice which has been issued in accordance with Clause 13.2 must be made within 10 (ten) days of the receipt of the invoice. If payment is not made within that period, the Administrator may charge interest at Barclays Bank base rate plus 10%pa (compounded daily) on the balance of the invoice for the time being outstanding from the expiration of that period to the date of payment of the balance of the invoice.

13.4. Value Added Tax

- 13.4.1 Any sum which is payable by the Trustees to the Administrator under or pursuant to this Agreement shall be deemed to be exclusive of any value added tax ("VAT").
- 13.4.2 Where the Administrator makes any supply to the Trustees under or pursuant to this Agreement and VAT is or becomes chargeable on such supply, the Trustees shall pay to the Administrator (at the same time as and in addition to any other consideration for such supply) a sum equal to the amount of such VAT.
- 13.4.3 If any amount in respect of VAT is paid by the Trustees to the Administrator pursuant to Clause 13.4.2 above and it subsequently transpires that the supply made by the Administrator to which such amount relates was not chargeable with VAT, the Administrator shall repay to the Trustee an amount equal to the amount paid by the Trustees pursuant to Clause 13.4.2 above, such repayment to be made if and to the extent that the Administrator is able to obtain a refund (whether by way of credit or repayment) from HM Revenue & Customs in respect of such amount.
- 13.4.4 The Administrator agrees to use its reasonable endeavours to obtain any refund from HM Revenue & Customs in accordance with Clause 13.4.3 above.
- 13.4.5 The Administrator shall be obliged to make any payment due under Clause above within 10 (ten) Working Days after the date when it obtains a refund (by way of credit or repayment) from HM Revenue & Customs in respect of any part of any amount paid pursuant to Clause 13.4.2, such date being:
 - 13.4.5.1 (where the refund is by way of credit only) the date on which the Administrator submits the VAT return or other document to HM Revenue & Customs claiming the refund; or
 - 13.4.5.2 (where the refund is by way of repayment only or by way of both credit and repayment) the date on which the Administrator receives the payment from HM Revenue & Customs which discharges the refund."

14. Limitation of Liability

14.1. Reliance on information

The Trustees agree that both the Administrator and the Administrator's Delegates will be entitled to rely on the accuracy of the data, details, funds, information and instructions supplied by or on behalf of the Trustees or by any previous administrator of the Scheme. The Trustees agree that the Administrator will not be responsible for any errors arising from such reliance, save where the Administrator has, in advance of such reliance, been notified of the error by the Trustees.

14.2. Administrator's liability

In the absence of the Administrator's negligence, wilful default or fraud, the Administrator shall not be liable to the Trustees for losses, damages, costs or expenses caused to the Trustees or the Scheme. However, nothing in the Agreement shall exclude or in any way limit the Administrator's liability for death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

14.3. Trustees' liability

14.3.1 Except in the event of the Administrator's negligence, wilful default or fraud, the Trustees will indemnify the Administrator for all losses, damages, costs or expenses (other than fees and other sums to which Clause 13 applies) incurred by the Administrator in properly performing its obligations pursuant to the Agreement.

14.3.2 Except in cases of fraud (in which case no limitation will apply), the liability of the Trustees under the Agreement shall not exceed the open market value of the assets of the Scheme

15. Termination of Agreement

15.1. Termination by Trustees

The Agreement may be terminated by the Trustees:

15.1.1 Immediately on Notice to the Administrator in the event of:

15.1.1.1 The insolvency of the Administrator or the Administrator going into liquidation (in either case within the meaning of section 247 of the Insolvency Act 1986); or

15.1.1.2. The Administrator failing to remedy a material breach of the Agreement within a reasonable period (being not less than 30 (thirty) Working Days) after the Trustees give to the Administrator Notice specifying the breach and requiring it to be remedied; and

15.1.2 In any other case, on 6 (six) months' Notice to the Administrator.

15.2. Termination by Administrator

The Agreement may be terminated by the Administrator:

15.2.1 Immediately on Notice to the Trustees in the event of the Trustees failing to pay any fees due to the Administrator under the Agreement if that failure continues for longer than 30 (thirty) days after the Administrator gives to the Trustees Notice specifying the total amount outstanding and requiring it to be paid; or

15.2.2 In any other cases, on 6 (six) months' Notice to the Trustees.

15.3. Actions following termination

- 15.3.1 On termination of the Agreement, the Administrator shall complete as soon as reasonably practicable:
- 15.3.1.1 Any action already initiated by the Administrator as part of the Services prior to termination; and
 - 15.3.1.2 Such reasonable steps as may be necessary to facilitate an orderly handover of the administration of the Scheme to the Trustees or to another nominated administrator, provided that all reasonable work undertaken by the Administrator to facilitate such orderly handover will be charged to the Trustees on the basis of the Administrator's time cost rates then applying.
- 15.3.2 Subject to Clause 15.3.3, on termination of the Agreement, the Administrator shall hand over to the Trustees (or to such other person as the Trustees may nominate by giving Notice to the Administrator) as soon as reasonably practicable all or such part of the Scheme Information as the Trustees may require in the form held by the Administrator, provided that all reasonable work undertaken by the Administrator to facilitate such orderly handover will be charged to the Trustees on the basis of the Administrator's time cost rates then applying. The Administrator is not otherwise required to retain or hold any of the Scheme Information after termination of the Agreement.
- 15.3.3 Subject to Clause 15.3.4, in respect of the handover of such of the Scheme Information as is held in computerised or other electronic form, the Administrator shall make available to the Trustees (or to such other person as the Trustees may nominate by giving Notice to the Administrator) all such Scheme Information in computerised or other electronic form (or in paper form if the Administrator considers it appropriate) without charge other than reasonable costs and disbursements incurred in arranging delivery of such Scheme Information to the location specified by the Trustees or the person nominated by the Trustees.
- 15.3.4. The basis of the provision of such of the Scheme Information as is held in computerised or other electronic form will be the standard facility available under the system then in use by the Administrator. In the event that an alternative or additional form is requested by the Trustees, all reasonable costs incurred by the Administrator in providing the Scheme Information in the form requested by the Trustees will be charged to the Trustees and all reasonable work undertaken by the Administrator to provide the Scheme Information in that form will be charged to the Trustees on the basis of the Administrator's time cost rates then applying.
- 15.3.5 For a period of 6 (six) months (or any other period agreed between the Parties) following the termination of the Agreement, the Administrators shall respond to all reasonable queries directed to it (whether by the Trustees or any third party) relating to the administration of the Scheme, provided that all time incurred by the Administrator in doing so will be charged to the Trustees on the basis of the Administrator's time cost rates then applying.
- 15.3.6 If any consents are required to enable the Trustees or their nominated administrator to access or use any part of the Scheme Information on termination of the Agreement, the Administrator will use all reasonable endeavours to procure such consent without delay and without cost to the Trustees.

15.4. Rights following termination

Termination of the Agreement will be without prejudice to:

- 15.4.1 Any claim which either Party may have against the other Party for any previous breach of its terms;

- 15.4.2 Any continuing obligation on the Administrator or the Trustees under it;
- 15.4.3 Any right of the Administrator to fees or other sums due to it:
 - 15.4.3.1 Under the Agreement, prior to and including the date of termination; and
 - 15.4.3.2 For completing the matters mentioned in Clause 15.3 and due in accordance with that provision; and
- 15.4.4 Both Parties agreeing not to take any action (other than dispute resolution procedures) whether orally or in writing which is intended by that Party to affect adversely the other Party's reputation or business.

16. Dispute Resolution

16.1. Application

Any dispute between the Parties with respect to the interpretation of any provision of the Agreement and with respect to the obligations imposed by it on the Administrator or the Trustees, as appropriate, shall be resolved as provided for in this Clause 16.

16.2. Informal dispute resolution

- 16.2.1 Neither Party shall commence formal dispute resolution proceedings (to include litigation), until the earlier of:
 - 16.2.1.1 The Parties' designated representatives (as referred to in Clause 16.2.2) jointly concluding that resolution of the dispute through continued negotiation of the matter does not appear likely; and
 - 16.2.1.2 30 (thirty) Working Days after either Party's written request under Clause 16.2.2.1 has been submitted to the other Party and that other Party has failed to appoint a designated representative.
- 16.2.2. Prior to the initiation of any formal dispute resolution proceedings (to include litigation), the Parties shall first attempt to resolve their dispute informally, as follows:
 - 16.2.2.1 Upon the written request of either Party to the other, each Party shall appoint a designated representative for the purpose of endeavouring to resolve such dispute;
 - 16.2.2.2 The designated representatives shall meet as often as either Party reasonably deems necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Party believes to be appropriate in connection with its resolution. The designated representatives shall discuss the problem and negotiate with each other in good faith in an effort to resolve the dispute informally;
 - 16.2.2.3 During the course of negotiations, all reasonable requests made by either Party to the other for non-privileged information, reasonably related to the Agreement, shall be honoured in order that each of the Parties may be fully advised of the other's position; and
 - 16.2.2.4 The method of endeavouring to resolve the dispute shall be left to the discretion of the designated representatives.

16.3. Formal Dispute Resolution.

If the dispute cannot be resolved by reference to Clause 16.2.2, a formal dispute resolution process will be followed. Formal disputes shall be referred to mediation and binding arbitration in accordance with the then current Model Procedure for Mediation of Business Disputes of the CPR Institute for Business Resolution or the mediation procedures of the Centre for Dispute Resolution ("CEDR") in London and, in the case of arbitration, the Rules of the London Court of International Arbitration.

16.4. Non-waiver of rights

This Clause 16 shall not constitute a waiver of either Party's right to institute formal dispute resolution proceedings (including litigation) to avoid the expiration of any applicable limitation periods or to preserve a superior position with respect to other creditors.

16.5. Continued performance

16.5.1 Subject to Clause 16.4.2, each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved under Clause 16.2.2, unless and until the Agreement is terminated in accordance with Clause 15 or by and in accordance with the final determination of the dispute resolution procedure.

16.5.2 The Administrator shall not be required to continue to perform Services for more than 30 (thirty) days after dispute resolution has begun unless all unpaid fees are paid in full, and each month's fees for months after dispute resolution has begun are paid in full, without set-off (such fees to be those due to the Administrator in accordance with the Agreement).

Signed by or on behalf of the Trustees

Matthew Yates

Robert Smith

Signed by or on behalf of the Kingswood Law Trustee & Legal Services Ltd

Director

Schedule 1 – Payment for Services

Single member scheme with no more than 1 non-mainstream investment

Establishment Costs	£625
Review and adopt existing Deed	£625
Draft and implementation of the pension Trust Deed	Included in Establishment Costs
Sponsoring Employer EGM resolution	Included in Establishment Costs
Retirement of outgoing and appointment of new Trustees	Included in Establishment Costs
Establish Scheme Bank and Asset accounts	Included in Establishment Costs
Adopt at or Registration with “The Pensions Regulator”	Included in Establishment Costs
Adopt at or Registration with “HMRC”	Included in Establishment Costs
Liaise with and transfer in of existing pensions	Included in Establishment Costs
Ongoing Costs	£625 per annum, paid monthly
Act in the capacity of Scheme Administrator	Included in Ongoing Costs
Annual return to The Pension Regulator	Included in Ongoing Costs
Submit Scheme Returns to HMRC	Included in Ongoing Costs
Amendment to Trust Deed following legislative changes	Included in Ongoing Costs

Single member (or multi-member) scheme with more than 1 non-mainstream investment

Establishment Costs	£1250
Review and adopt existing Deed	£1250
Draft and implementation of the pension Trust Deed	Included in Establishment Costs
Sponsoring Employer EGM resolution	Included in Establishment Costs
Retirement of outgoing and appointment of new Trustees	Included in Establishment Costs
Establish Scheme Bank and Asset accounts	Included in Establishment Costs
Adopt at or Registration with “The Pensions Regulator”	Included in Establishment Costs
Adopt at or Registration with “HMRC”	Included in Establishment Costs
Liaise with and transfer in of existing pensions	Included in Establishment Costs
Ongoing Costs	£1250 per annum, paid monthly
Act in the capacity of Scheme Administrator	Included in Ongoing Costs
Annual return to The Pension Regulator	Included in Ongoing Costs
Submit Scheme Returns to HMRC	Included in Ongoing Costs
Amendment to Trust Deed following legislative changes	Included in Ongoing Costs

Schedule 2 – Services and Time Limits

Summary

In these schedules, service standards are subject to the following assumptions:

- The accurate and timely provision of data in a pre-agreed format.
- Time-scales run from the receipt of complete and accurate data, information and documentation relevant to each individual process or event.
- Timescales are dependent on timely third party actions where applicable.
- Time-scales may be extended in the event of multiple requests (e.g. redundancy exercises, multiple retirement quotations) and communicated accordingly.
- Timescales are expressed as days that exclude weekends and bank holidays.
- Correct authority has been received to commence processing.

Pensions Management Services

Event	Core Service Description	Service Standard	Example Services Outside Core Services
Client / Trustees meetings	Attend up to 2 meetings per year	In accordance with agreed timescales	Attend additional meetings Act as Secretary to the Trustees including producing meeting agenda, minutes and follow up actions
Annual Service Review	Attend an annual “State of Nation” meeting to agree ongoing service requirements, special events and projects, annual calendar of events and non-core services budget for the year	In accordance with agreed timescales	Special projects and enhancements to service
Trustees Reports	Produce annual administration reports	In accordance with agreed timescales	Report in a non standard format or more frequently than agreed
Third parties	Liaise with the Trustees’ advisers, DWP (including obtaining NI details), other statutory bodies, insurers and insurance brokers in respect of member transactions	As agreed	Liaison with Trustees’ advisers, HMRC, other statutory bodies, insurers and insurance brokers in relation to the scheme
Data Protection Act 1998	Hold data and comply with the requirements of the Data Protection Act 1998	In accordance with statutory timescales	

Event	Core Service Description	Service Standard	Example Services Outside Core Services
Scheme Levies	Prepare and submit data for the General Levy, The Administration Levy and the Fraud Compensation Levy Scheme Registry (all where applicable)	In accordance with statutory timescales	
Compliance	Monitor and ensure compliance with Agreement and service standards	Provide annual reports to Trustees	Report in a non standard format
Disclosure	As agreed with the Trustees, issue information to members of the scheme and other persons in accordance with regulatory requirements	In accordance with regulatory timescales	
Internal Dispute Resolution procedure	Progress and monitor disputes up to appropriate stage as requested by Trustees	In accordance with scheme IDR procedure	

Accounting Services

Event	Core Service Description	Service Standard	Example Services Outside Core Service
Contributions	Monitor date of receipt of contributions. Advise client contact of late / non payment of contributions and report to Trustees	In accordance with schedule and Code of Practice	Correction of data if subsequently found to be incorrect when supplied by employer (after having been validated by the Sponsoring Employer and updated on system)
Banking	Bank receipts	Within 2 days of receipt	
Payments	Make payments as authorised by Trustees	Within the terms of payment	Make payments not in accordance with standard procedures
Cash	Maintain cash balance to meet payments in accordance with Trustees' instructions	Ongoing	<p>Production of cash flow forecast reports</p> <p>Production of cash summary statements</p> <p>Production of information at more frequent intervals or in a non standard format</p>
Trustees' Report And Accounts	<p>Maintain nominal ledgers including reconciliation of investment and control accounts</p> <p>Prepare draft annual report and accounts</p>	In accordance with statutory requirements	<p>Production of information at more frequent intervals or in a non standard format</p> <p>Production of summary 'popular' version of the scheme annual report and accounts for members</p>
HMRC Reporting	<p>Prepare and submit tax returns and payments to HMRC</p> <p>Operate as Authorised Practitioner to submit HMRC reports and returns</p>	In accordance with statutory requirements and by due date	<p>Deal with HMRC queries and VAT visits</p> <p>Deal with Pension Scheme Return</p>

Administration Services

Event	Core Service Description	Service Standard	Example Services Outside Core Service
New members	<p>Set up new record as agreed with Trustees</p> <p>Check contributions being deducted</p> <p>Resolve any queries on investment choices or set to default investment choice.</p> <p>Deal with medical underwriting for death in service benefits</p> <p>Issue documents as required</p>	Within 5 days of notification	Retention of Expression of Wish forms
Contribution Cycle	<p>Receive contributions and data extracts monthly. Alternative frequencies can be agreed with each pay location but may be subject to additional charges.</p> <p>Review standard validation checks on contribution extracts received and notify payroll location of any errors and significant warnings.</p> <p>Forward contributions for investment and advise investment managers of the required fund splits.</p> <p>Update member records with contributions paid (split by type) and units purchased across fund.</p>	<p>Monthly in accordance with schedule and Code of Practice.</p> <p>5 days from receipt of full monthly data</p> <p>10 days from fully validated monthly data.</p> <p>5 days from receipt of unit price and contract note.</p>	
Disinvestment	Arrange disinvestment of funds for individual settlements.	As required	
Reconciliations	Reconcile each transaction processed on	As required.	

Event	Core Service Description	Service Standard	Example Services Outside Core Service
	the database with the relevant investment managers contract note.	Monthly.	
	Run regular reconciliation process against each fund, reporting discrepancies to the Trustees as appropriate.		
Lifestyle Switching	Arrange lifestyle switching as agreed with Trustees.	TBA.	
Freestyle Switching	Process individual member switching requests for redirection of future contributions and/or rebalancing of existing funds. Additional charges may arise should any members request in excess of 1 switch in any Scheme year.	1 days from receipt of switch request (need to determine if this is feasible with EPSL requirements).	
Transfers in	On receipt of member's written authority, write to previous pension arrangement requesting appropriate details	Within 7 days of receipt	
Transfers in (continued)	On receipt of information, calculate and advise member of pension entitlement potentially available and ask for decision	Within 14 days of receipt (if no referral to actuary required)	
	On receipt of member's agreement to transfer, request transfer payment from previous arrangement and arrange necessary documentation	Within 21 days of receipt	
	On receipt of payment, set up record and confirm additional benefits to member	Within 7 days of payment	

Event	Core Service Description	Service Standard	Example Services Outside Core Service
Additional voluntary contributions	Maintain records that show which members pay AVCs	Within 7 days of receipt of data	Provide AVC projections or illustrations, including headroom checks against scheme limits, Lifetime or Annual Allowances
	Reconcile and arrange payment of AVCs to providers	Within 14 days of receipt of payment	Work in respect of change of AVC provider / fund, whether for member or scheme
	Check AVC contributions are within scheme contribution limits and annual allowance	On receipt of application and on any subsequent increase in payment	Deal with annuity purchase and provision of market related annuity rate information
	Provide forecast of AVC benefits	Within 14 days	Pay AVC benefits separately from main scheme benefit
	Record annual AVC fund values		
	Claim AVCs from providers to pay AVC benefits	Within 28 days of receipt of written instruction	
	Arrange payment of AVC benefits from the scheme	At same time as main benefit	
Illustrations	On request issue fund projections	Within 7 days (if no referral to actuary required)	
Pension sharing	Action in accordance with procedures set out in the Trustees' written policy on pension sharing	In accordance with statutory timescales	Effect changes to procedures on pension sharing
Pension attachment	Take action in accordance with Trustees' instructions (including expenses) on receipt of orders for attachment of pension rights	Within 14 days of receipt of attachment order	Effect changes to procedures on pension attachment
	Update records as necessary		
Leaving Service	On receipt of notification of early leaver request all	Within 7 days from receipt of full leaver details.	

Event	Core Service Description	Service Standard	Example Services Outside Core Service
	information for processing case.		
	Provide member with a statement of deferred benefits or where appropriate arrange payment of refund of contributions. Update member record and record employer surplus units/cash to the Scheme's reserve account.	Within 28 days from receipt of full leaver details.	
	Deduct and account for tax as required by HMRC	Within statutory requirements.	
Transfers out to registered UK arrangements	On receipt of member's written authority, calculate transfer value and pass all relevant information (including details of any attachment order) to receiving arrangement	Within 14 days of receipt (if no referral to actuary required)	Overseas transfers
	If member chooses to proceed, issue discharge form	Within 21 days of receipt of written instruction from member indicating choice	
	On receipt of all necessary documents, arrange payment of transfer value	Within 14 days of receipt	
Deaths	On notification of member's death, request information to calculate benefits	Within 7 days of notification	
	Apply to the Trustees to exercise discretion	Within 7 days of receipt of information	
	Arrange payment of lump sums	Within 7 days of Trustees' decision, receipt of monies from insurers and all necessary documents	

Event	Core Service Description	Service Standard	Example Services Outside Core Service
Ill Health Retirement	Set up payment of any dependants' pensions (either by annuity of through an existing DB scheme)	Within 14 days of receipt of monies from insurers and all necessary documents	
	Review payment of children's pensions in accordance with scheme and HMRC rules	When due	
	Provide information in accordance with HMRC requirements	Within statutory requirements	
	Obtain evidence of eligibility for ill health pension in accordance with Rules and Trustees' instructions	Initiate request for evidence within 7 days of receipt of request for ill health pension	Additional work to obtain medical evidence or other work associated with the ill health claim (e.g. arranging medical tests)
	Apply to the Trustees to exercise discretion	Within 14 days of receiving appropriate information	Ill health reviews
Retirement	On receipt of member option form, completed LTA form, bank and other required member details: - if LTA is not exceeded, arrange payment of benefits and issue LTA certificate - if LTA is exceeded, request further information in order to re-process retirement figures	Within 14 days or retirement date if later Within 28 days of receipt of LTA form	
	Identify and contact active and deferred members approaching normal retirement age with an illustration of benefits and the options available. For members approaching normal retirement age or on receipt of a request for early retirement provide member with an	3 months from normal retirement age Within 14 days of notification.	Flexible retirement administration

Event	Core Service Description	Service Standard	Example Services Outside Core Service
	illustration of benefits and the options available.		
	For members who are retiring, on receipt of the necessary documentation: pay out any PCLS and, if an annuity is required, pass all relevant information to the Scheme's (or Member's) selected annuity broking advisor (for the sake of clarity, HFM (Trustee & Administration Services) Ltd do not offer an annuity broking service).	In accordance with contribution cycle and receipt of necessary documentation	
Communications	On request provide scheme literature to those who have a right to receive it, including <ul style="list-style-type: none"> - Scheme booklet - AVC literature - Expression of Wish form - Copy of Trust Deed and Rules - Summary annual report - Annual report and accounts - Copy of internal dispute resolution procedure 	Within 7 days of request	Special mailings (e.g. certificates of existence for pensioners, bulk mailing to update Expression of Wish forms) Produce address labels
General Enquiries	Give full response or progress report	Within 7 days of enquiry	
Data Updates	Request information from payrolls for data update if annual renewal	In accordance with agreed timetable	Handle data in non standard and / or non electronic format
	Validate data and raise queries with client contacts		Correct data submitted in the wrong format
	Load data to system and maintain computerised record		Deal with incomplete, inaccurate or late data leading to additional work
	Provide data to insurers for scheme death in service benefits		Provide data to other third parties

Event	Core Service Description	Service Standard	Example Services Outside Core Service
Amendments to individual member data	Amend individual member record on written notification of change of details	Within 7 days of notification	
Contracted out members	Deal with documentation required by the DWP in relation to the termination of a member's contracted-out employment	In accordance with statutory timescales	<p>Vary contracting out certificates and related work</p> <p>Bulk contracting-in exercises</p>
Benefit statements	Produce and distribute annual benefit statements for deferred and active members, reflecting transactions that have occurred over the Scheme year, including fund values and a projection of benefits in line with government guidelines.	Annually within 12 months of previous statements	<p>More frequent production of benefit statements</p> <p>Benefit statements for deferred members where not a legal requirement</p> <p>Production of non standard benefit statements</p> <p>Statements sent direct to active member's home addresses. Produce and issue Combined Pensions Forecast (CPFs)</p> <p>Production and Summary Funding Statements</p>
Third parties	Liaise with the Trustees' advisers, DWP, other statutory bodies, insurers and insurance brokers in respect of member transactions	As required to meet statutory deadlines, agreed service standards and otherwise as agreed	Liaison with Trustees' advisers, HMRC, other statutory bodies, insurers and insurance brokers in relation to the scheme