

# PRACTITIONER SERVICES AGREEMENT

THIS AGREEMENT is dated 7<sup>th</sup> January 2022

## PARTIES

- (1) Segmented Solutions Limited (Company Number 12655969) whose registered office is at The Mansley Business Centre, Timothy's Bridge Road, Stratford Upon Avon, Warwickshire CV37 9NQ (the "Supplier")
- (2) REPTAIL GROUP LIMITED (Co No: 09394431) of 62 Queen's Gate, London, SW7 5JP (the "Customer").

## BACKGROUND

- (A) The Supplier is registered as a Scheme Practitioner with HMRC (Practitioner ID: 00024676) and is able to provide certain administration and support services in relation to Small Self Administered Schemes (a "SSAS") on behalf of a Scheme Administrator.
- (B) The Customer has agreed to engage and appoint the Supplier as an authorised Practitioner to provide certain administration and support services in relation to their SSAS in respect of which the Customer acts as the Scheme Administrator, and the Supplier has agreed to carry out such services on the terms set out in this Agreement.
- (C) The Customer has agreed to commence a Standing Order to meet the Supplier's Agreed Practitioner Fee of £100 + VAT per month starting in the month of this Agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

**1.1** The definitions and rules of interpretation in this clause apply in this Agreement.

**Act:** shall mean the Finance Act 2004 and any statutory amendment, modification or re-enactment thereof.

**Agreement:** 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.

**Confidential Information:** 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:

- (a) is or becomes public knowledge other than by breach of clause 8;
- (b) 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
- (c) is independently developed without the use of the other party's Confidential Information.

**Customer's Manager:** the Customer's manager for the Services, appointed in accordance with clause 4.1.

**Data Protection Legislation:** 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:** the Data Protection Act 1998.

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**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 practitioner who is experienced in administering SSASs.

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

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**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:

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

**Occupational Pension Scheme:** a UK Pension Scheme registered with HMRC and Established by a UK Employer.

**Personal Data:** has the meaning prescribed by Data Protection Legislation.

**Practitioner:** a person appointed as an Adviser with sufficient working knowledge of pensions and pensions tax legislation by the Scheme Administrator to assist with compliance and technical issues relating to the day to day administration of the SSASs.

**Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications.

**Scheme Administrator:** means the Administrator of the Scheme appointed in accordance with Section 270 of the Act.

**Sensitive Personal Data:** has the meaning prescribed by Data Protection Legislation.

**Services:** the services to be provided by the Supplier under this Agreement in relation to SSAS, as such services are more particularly described in schedule 1, together with any other services which the Supplier agrees to provide to the Customer from time to time.

**SSAS:** Small Self Administered Scheme, a UK registered Occupational Pension Scheme with fewer than 12 Members.

**Supplier's Manager:** the Supplier's manager for the Services appointed under Clause 2.

**Trust Deed:** the definitive trust deed and rules governing each of the SSASs as amended from time to time.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules and background.
- 1.5 Unless the context otherwise requires words herein importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes e-mail.
- 1.8 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement.

## **2. COMMENCEMENT AND DURATION**

- 2.1 On and from the date of this Agreement, the Supplier shall provide the Services to the Customer on the terms and conditions of this Agreement.
- 2.2 The Services supplied under this Agreement shall continue to be supplied for a period of twelve (12) months ("the Initial Period") and, after that, shall continue to be supplied unless this Agreement is terminated by one of the parties in accordance with clause 10.

## **3. SUPPLIER'S OBLIGATIONS**

- 3.1 The Supplier shall use all reasonable endeavours to perform the Services in accordance with:
  - (a) Good Industry Practice;
  - (b) the Trust Deed of each of the SSASs;

- (c) the terms of this Agreement; and
  - (d) all applicable laws, regulations and orders which apply to the Scheme, the Agreement and the Supplier in its role as an authorised Practitioner.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates agreed with the Customer.
- 3.3 The Supplier shall inform the Customer immediately in writing of any changes to the directors, officers, or shareholders of the Supplier.
- 3.4 The Supplier (and each of its employees, officers, representatives, agents or subcontractors) shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) comply with any code of conduct and/or anti-bribery policy of the other party (which is updated from time to time and may be supplied on request) and any relevant industry codes and/or policies (Relevant Policies);
  - (d) have and maintain in place throughout the term of this Agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 3.9(b) and will enforce them where appropriate; and
  - (e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind that they receive in connection with the performance of this agreement.

Any breach of this clause 3.9 shall be deemed a breach of a material provision of this agreement under clause 10.

#### **4. CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;

- (b) provide, in a timely manner, such information as the Supplier may reasonably require, including if requested a copy of the relevant Trust Deeds, and take all reasonable steps to ensure that any information provided is accurate in all material respects;
  - (c) so far as necessary from time to time, obtain and maintain all necessary consents required to appoint the Supplier to provide the Services and use all reasonable endeavours to comply with all relevant legislation in all material respects so far as applicable to it as Scheme Administrator in relation to the provision of the Services by the Supplier.
- 4.2 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 12 (twelve) months after the termination of this Agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

## **5. VARIATION OF SERVICES**

- 5.1 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the estimated time required to implement the change;
  - (b) any necessary variations to the Supplier's charges arising from the change; and
  - (c) any other impact of the change on this Agreement.
- 5.2 If the Customer wishes the Supplier to proceed with the change, the parties shall co-operate and each use all reasonable endeavours to agree the necessary variations to its charges, the Services and any other relevant terms of this Agreement to take account of the change. Any variation to the Services shall be documented in accordance with clause 12, provided that if the parties agree the commencement of the revised Services may take place prior to the effective date of any written variation to this Agreement.
- 5.3 Notwithstanding clauses 5.2 and 5.2, the Supplier may, from time to time and having given the Customer reasonable written notice, change the Services in order to comply with any applicable statutory requirements or changes in Good Industry Practice, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

## **6. CHARGES AND PAYMENT**

- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges ("Charges") as set out in the Segmented Solutions Fee Schedule document.
- 6.2 The Charges exclude VAT, which the Supplier shall add to its invoices at the appropriate rate.

- 6.3 The Supplier shall be entitled to issue an invoice on or after the 1st of every month in relation to the Charges which arise in the preceding month in accordance with the Segmented Solutions Fee Schedule document. Each invoice shall be accompanied by such details as are reasonably necessary to validate the sums being claimed and shall be in a form agreed between the parties.
- 6.4 The Customer shall establish and maintain a Standing Order that will pay the agreed monthly sum to match each invoice submitted to it by the Supplier, where additional fees are raised above the normal monthly payment, these amounts will be outlined in detail within the appropriate invoice and the Customer agrees to settle these additional amounts in full and in cleared funds, within 14 days of receipt of the additional invoice, to a bank account nominated in writing by the Supplier, except where such invoice is reasonably disputed by the Customer in which case the provisions of clause 23 apply and payment shall be made within 30 days of the date the dispute has been resolved.
- 6.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date (which in the case of a disputed invoice shall be the date 30 days after the date the dispute over the invoice has been resolved), the Supplier may charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 As between the Customer and the Supplier, all Intellectual Property Rights associated with the Pre-existing Materials and all other rights in the Pre-existing Materials shall be owned by the Supplier. Subject to clause 7.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If this Agreement is terminated, this licence will automatically terminate.
- 7.2 The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

## **8. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

- 8.1 Neither party shall disclose any Confidential Information in relation to the other to a third party without prior written consent, save for the following exceptions:
- (a) disclosures made at the specific request of the other party;
  - (b) disclosure to a party's professional advisers provided that the professional adviser agrees to the same duties of confidentiality as apply under this Agreement;

- (c) disclosure to a Regulator or any government or other authority or any regulatory body;
- (d) disclosure as a party to legal proceedings of a competent jurisdiction; and
- (e) disclosure as required by law.

8.2 The Customer may use and disclose Confidential Information:

- (a) to its employees, officers, representatives, agents or subcontractors who need to know such information for the purposes of:
  - (i) carrying out the Customer's obligations under this Agreement; and
  - (ii) acting in its role as Scheme Administrator of the SSASs.

8.3 The Supplier may use and disclose Confidential Information:

- (a) to its employees, officers, representatives, agents or subcontractors who need to know such information for the purposes of:
  - (i) carrying out the Suppliers obligations under this Agreement; and
  - (ii) acting in its role as authorised Practitioner of the SSASs.

8.4 Each party shall ensure that its employees, officers, representatives, agents or subcontractors to whom it discloses such Confidential Information are aware of and comply with this clause 8 and , where appropriate, have entered into written terms agreeing to the same duty of confidentiality as applies under this Agreement.

8.5 All Confidential Information shall, at all times, be and remain the exclusive property of the providing party, but shall be held by the other party in safe custody at its own risk until returned to the providing party, and shall not be disposed of or used other than in accordance with the providing party's written instructions or authorisation.

## 9. **LIABILITY**

9.1 This clause 9 sets out the entire financial and legal liability of the parties to each other in respect of:

- (a) any breach of this Agreement;
- (b) any representation, statement or negligent act or omission arising under or in connection with this Agreement;
- (c) any act of maladministration relating to the SSASs;
- (d) any breach of trust or duty pursuant to this Agreement; and



- (e) 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 9, any reference to the Supplier, Customer or "a party" includes the Supplier's or Customer's or party's employees, officers, agents, consultants and subcontractors.

- 9.2 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.
- 9.3 Subject to clause 9.6 and clause 11, each party shall be liable to the other in relation to Loss that one party incurs or suffers as a result of:
  - (a) a breach by the other party of their obligations under this Agreement; and
  - (b) a party's negligence, maladministration or breach of trust or duty in connection with this Agreement.
- 9.4 Subject to clause 9.6, the Customer shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any breach of the terms of this Agreement by the Customer.
- 9.5 Subject to clause 9.6, the Supplier shall indemnify the Customer against any Loss incurred or suffered by the Customer arising out of or in connection with any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors.
- 9.6 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 in any consecutive 12 (twelve) month period to the equivalent of the total charges paid by the Customer in that period.
- 9.7 For the duration of this Agreement the Supplier shall maintain, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 10. TERMINATION

10.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party commits a material breach of any of the terms of this Agreement which is not capable of remedy;
- (b) 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 written notice specifying the breach and requiring its remedy;
- (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) a petition is filed, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or
- (e) an administrator is appointed over the other party; or
- (f) a floating charge holder over the assets of that other party has appointed an administrative receiver; or
- (g) a receiver is appointed over the assets of the other party; or
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(c) to clause 10.1(h) (inclusive); or
- (j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business'.

10.2 The Customer may terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier if:

- (a) the Supplier breaches clause 3 of this Agreement; or

- (b) the Supplier and each of its employees, officers, representatives agents or subcontractors, or any third party associated with the Supplier, have been or become the subject of any investigation, proceedings or dispute with or in front of any court, tribunal, regulatory body or any authority whatsoever, which in the opinion of the Customer may adversely affect its business or reputation.
- 10.3 Notwithstanding clauses 10.1 and 10.2, either party may terminate this Agreement for any reason by giving to the other not less than one (1) months' notice, such notice to not expire earlier than the end of the Initial Period.
- 10.4 On termination of the Agreement, the Supplier shall complete as soon as reasonably practicable:
  - (a) any action already initiated by the Supplier as part of the Services prior to termination; and
  - (b) such reasonable steps as may be necessary to facilitate an orderly handover of the Services to the Customer or to another nominated Practitioner, provided that the Supplier may charge a reasonable fee based on time cost rates then applying for the reasonable work undertaken to facilitate such orderly handover.
- 10.5 On termination of the Agreement, the Supplier shall hand over to the Customer (or to such other person as the Customer may nominate in writing) as soon as reasonably practicable all or such part of the Scheme Information as the Customer may require. Where the Scheme Information is held in computerised or other electronic form, the Supplier shall make available to the Customer (or to such other person as the Customer may nominate in writing) all such Scheme Information in computerised or other electronic form without charge other than reasonable costs and disbursements incurred in arranging delivery of such Scheme Information to the location specified by the Customer or the person nominated by the Customer. Except as required to comply with any applicable legal obligations, once it has complied with this clause 10.5 the Supplier is not otherwise required to retain or hold any of the Scheme Information after termination of the Agreement.
- 10.6 For a period of 6 (six) months (or any other period agreed between the parties) following the termination of the Agreement, the Supplier shall respond to all reasonable queries directed to it (whether by the Customer or any third party who has the written permission of the Customer to raise a query) relating to the Services provided to one or more of the SSAs, provided that all reasonable time incurred by the Supplier in doing so may be charged to the Customer on the basis of the Supplier's time cost rates then applying.
- 10.7 The termination of this Agreement shall be without prejudice to any right of the Supplier to fees or other sums due to it:
  - (a) under the Agreement, prior to and including the date of termination; and
  - (b) for completing the matters at clauses 10.5 and 10.6.

10.8 On termination of this Agreement:

- (a) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
- (b) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Intellectual property rights), clause 8 (Confidentiality and the Supplier's property), clause Error! Reference source not found. (Liability), this clause 10.8, clause 21 (Notices), clause 21.6 (Dispute resolution), clause 24 (Governing law and jurisdiction).

11. **FORCE MAJEURE**

11.1 Each party shall have no liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of the Supplier), act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event), provided that:

- (a) the other party is notified of such an event and its expected duration; and
- (b) the affected party uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for 28 days or more, the party not affected may terminate this Agreement by giving 14 days' written notice to the other party.

12. **VARIATION**

Subject to clause 5, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. **WAIVER**

13.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

**14. CUMULATIVE REMEDIES**

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

**15. SEVERANCE**

15.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**16. ENTIRE AGREEMENT**

16.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

16.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

**17. ASSIGNMENT**

17.1 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

17.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

**18. DELEGATION**

18.1 Subject to consent from the Customer (such consent not to be unreasonably withheld) the Supplier shall be entitled to delegate the provision of part or all of the Services to a third party provided that the Supplier shall remain responsible for the performance of such delegated Services under this Agreement.

18.2 The Supplier warrants that they shall ensure that any third party to whom the Supplier makes a delegation under clause 18.1 shall enter into an agreement in writing with the Supplier on materially the same terms as this Agreement.

**19. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**20. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

**21. NOTICES**

21.1 A notice given to a party under this Agreement:

- (a) shall be in writing in English (or accompanied by a properly prepared translation into English);
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address or person as that party may notify to the other, in accordance with the provisions of this clause); and
- (d) shall be:
  - (i) delivered personally; or
  - (ii) sent by commercial courier; or
  - (iii) sent by pre-paid first-class post or recorded delivery; or
  - (iv) sent by airmail requiring signature on delivery.

21.2 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

- (a) if delivered personally, at the time of delivery; or
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or

- (c) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
  - (d) if sent by airmail, five days from the date of posting.
- 21.3 For the purposes of this clause:
- (a) all times are to be read as local time in the place of deemed receipt; and
  - (b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.
- 21.4 To prove delivery, it is sufficient to prove that if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.
- 21.5 The provisions of this clause 21 shall not apply to the service of any process in any legal action or proceedings.
- 21.6 A notice required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail.
22. **DATA PROTECTION**
- 22.1 The parties acknowledge that the relationship between them created by this Agreement involves the processing of Personal Data and/or Sensitive Personal Data and that for the purposes of the provision of the Services in relation to the Data Protection Legislation the Customer shall be the "data controller" and the Supplier shall be the "data processor" within the meaning of the DPA.
- 22.2 The Customer shall ensure that all data disclosed to the Supplier has been validly obtained and that the disclosure and transfer of such data is lawful.
- 22.3 The Customer shall provide to the Supplier such Personal Data, Sensitive Personal Data and with such other information as the Supplier may reasonably require in order for the Supplier to provide the Services.
- 22.4 Both parties shall, at all times, comply with their respective obligations under the Data Protection Legislation in relation to each of the SSAs and this Agreement. Neither party shall do, nor cause or permit to be done, anything which may result in a breach of the Data Protection Legislation by the other.
- 22.5 Without prejudice to the rest of this clause 22, the Supplier shall process Personal Data and Sensitive Personal Data in accordance with:

- (a) the Data Protection Legislation, the laws of the United Kingdom, and the provisions of the Seventh Principle of the DPA; and
  - (b) the Customer's specific lawful written instructions as notified to the Supplier from time to time.
- 22.6 The Supplier shall maintain appropriate organisational and technical processes and procedures in place to safeguard against any unauthorised or unlawful processing, access, accidental loss, destruction, damage, theft, use or disclosure of Personal Data and/or Sensitive Personal Data.
- 22.7 The Supplier may share the Personal Data with third parties in order to perform the Services. However where it is necessary to share Sensitive Personal Data with third parties, the Customer's specific consent will be sought prior to doing so.
- 22.8 For as long as the Supplier retains any Personal Data or Sensitive Personal Data after the termination of this Agreement the Supplier shall continue to be bound by the provisions of this Agreement relating to the processing of Personal Data and / or Sensitive Personal Data until all such data has been returned to the Customer or transferred to a replacement supplier, or destroyed, as directed by the Customer.
- 22.9 The Customer will retain ultimate ownership of any files and data passed by it to the Supplier. However the Supplier may retain records, documents, files and information which it acquires or creates pursuant to this Agreement consistent with its obligations under the DPA.

## **23. DISPUTE RESOLUTION**

- 23.1 If any dispute arises in connection with this Agreement, the Supplier's Manager and the Customer's Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 23.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.
- 23.3 No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.



**24. GOVERNING LAW AND JURISDICTION**

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 24.2 Subject to clause 23 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).


This Agreement has been entered into on the date stated at the beginning of it. The Sponsoring Employer has agreed to set up a Standing Order payable to Segmented Solutions Limited for the Practitioner Fee of £100 + VAT @ 20% = £120 per month – beginning in the month that this Agreement was signed.

Segmented Solutions Limited as the Supplier will prepare and issue a VAT Invoice to the Sponsoring Employer for the Practitioner Fee payment as above.

**SPONSORING EMPLOYER**

<b>Signed by</b> (PRINT NAME).....	
Acting by One Director on behalf of the Sponsoring Employer:	<b>SIGNATURE of Director</b>

**SEGMENTED SOLUTIONS LIMITED:**

<b>Signed by</b> (PRINT NAME)..... <b>Paul Stewart</b>	
Acting by One Director on behalf of the Supplier:	<b>SIGNATURE of Director</b>

## **Schedule 1 – The Services**

The Supplier will carry out the following Services in relation to each SSAS and its sponsoring employer:

- Submission of SSAS returns with the relevant authorities;
- Completing SSAS annual statements to members;
- Providing technical pension support for the Customer;
- Monitoring scheme payments and producing regulatory scheme returns;
- Providing technical information, and guidance in connection with compliance with the Pensions Tax Manual as prescribed by HMRC from time to time, but not advice or services in connection with any other regulated matters including inter alia any activities regulated by the Financial Services and Markets Act 2000;
- Ensuring the SSAS is up to date and running in accordance with pension's legislation;
- Monitoring contributions in respect of the annual allowance;
- Reviewing a SSASs banking transactions;
- Helping ensure that no unauthorised payments are made;
- Managing all the scheme system and manual records;
- The provision of all documents deemed necessary in order for a SSAS to operate effectively;
- Checking all documents have been fully completed and returned within the required timescales;
- Providing benefit statements for example setting-up drawdown records, tax free cash, annuity purchase, transfer values;
- Ensuring that the benefits can be taken;
- Completing Lifetime Allowance (LTA) checks;
- Producing LTA certificates;
- Calculating and advising on any potential tax charges arising;

- Providing guidance with regards to HMRC rules and regulations on the treatment of scheme benefits and on payment to alternative pension vehicles;
- Submission of any formal notifications that need to be made to HMRC and the Pensions Regulator;
- Provision of completed documents to all investment providers if the scheme name has changed;
- Income drawdown:
  - o Carrying out the initial, annual and 3 yearly reviews of drawdown limits and any associated illustrations;
  - o Calculating pension limits;
  - o Guidance with regards to HMRC rules and practice on any changes to such rules;
- Scheme wind up:
  - o Step-by-step guidance with regards to the winding up of the SSAS. This will be provided until the process has been completed;
  - o Guidance on all relevant winding up regulations, specifically the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 and Occupational Pension Schemes (Winding up Notices and Reports);
  - o Submission of the appropriate winding up notification to HMRC and the Pensions Regulator; and
  - o Provision of draft winding up documentation for use by the Trustee and principal employer of the SSAS.

The Customer will carry out the following Services in relation to each SSAS and its sponsoring employer:

- Appointing the Supplier as Practitioner with HMRC online;
- Monitoring scheme payments and providing relevant information to the Supplier;
- 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 Registered Pension Schemes (Relief at Source) Regulations 2005 and income tax deducted from investment receipts;

- Checking bank statements for the trustee bank account;
- Helping ensure that no unauthorised payments are made;
- Arranging encashments of investments as necessary;
- Income Drawdown:
  - o Setting up PAYE;
  - o Making payments each required period (i.e. calculating income tax and paying to HMRC);
  - o Proving pay slips, P60's and P45's to SSAS members as required
- Investment approval in line with HMRC guidelines for registered pension schemes