

J. PIETRUSZKA

*Principal*

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*PLEASE SEE ENCLOSED DOCUMENTS REGARDING  
V&P PROPERTY PENSION FUND With Compliments*

*[Signature]*  
*Shanks*



LICENSED  
CREDIT  
BROKER  
CCL No.  
184549

Authorised and Regulated by the  
Financial Conduct Authority  
Ref. 402391  
Data Protection Number: Z5167906

## Pension Scheme Account Opening Request

To: The Manager, Partnerships Dept, Metro Bank PLC, One Southampton Row, London, WC1B 5HA

### 1. PENSION SCHEME DETAILS

Type and Name of Pension Scheme (e.g. SIPP, SSAS, Occupational)

Type: SSAS      Name: V & P Property Pension Fund

Full Name and Correspondence address of Scheme

V & P Property Pension Fund

Pension Practitioner.Com, Daws House, 33-35 Daws Lane, London, NW7 4SD

Is Scheme registered with HMRC?

☒ Yes    ☐ No

If yes, please provide registration number below

Does employer pay premiums/ contributions?

☐ Yes    ☐ No

If yes please complete sections A and B

A: Full Name and Address of Employer

B: Company Registration Number

Full Name and Address of Professional Scheme Trustee (if applicable)

N/A

### 2. TRUSTEES DETAILS

#### First Trustee

Title (Mr, Mrs, Miss)

Mr

Surname

Davey

First Name

Paul

Middle Name(s)

Michael

Nationality

British Citizen

Gender

Male

Date of Birth

25 February 1968

Home Telephone Number

01793 486203

Work Telephone Number

Mobile Number

Email Address

paul@vpproperties.co.uk

Address

3 Manor Gardens  
Swindon

Postcode

SN2 2ND

#### Second Trustee

Title (Mr, Mrs, Miss)

Surname

First Name

Middle Name(s)

Nationality

Gender

Date of Birth

Home Telephone Number

Work Telephone Number

Mobile Number

Email Address

Address

Postcode

## Pension Scheme Account Opening Request *(continued)*

### 2. TRUSTEES DETAILS *(continued)*

#### Third Trustee

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	<input type="text"/>
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

#### Fourth Trustee

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	<input type="text"/>
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

### 3. SCHEME MEMBER DETAILS

#### First Scheme Member

Title (Mr, Mrs, Miss)	Mr
Surname	Davey
First Name	Paul
Middle Name(s)	Michael
Nationality	British Citizen
Gender	Male
Date of Birth	25 February 1968
Home Telephone Number	01793 486203
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	paul@vpproperties.co.uk
Address	3 Manor Gardens Swindon
Postcode	SN2 2ND

#### Second Scheme Member

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	<input type="text"/>
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>



## Pension Scheme Account Opening Request

(continued)

### 3. SCHEME MEMBER DETAILS (continued)

#### Third Scheme Member

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	<input type="text"/>
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

#### Fourth Scheme Member

Title (Mr, Mrs, Miss)	<input type="text"/>
Surname	<input type="text"/>
First Name	<input type="text"/>
Middle Name(s)	<input type="text"/>
Nationality	<input type="text"/>
Gender	<input type="text"/>
Date of Birth	<input type="text"/>
Home Telephone Number	<input type="text"/>
Work Telephone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

### 4. CHOOSE YOUR ACCOUNT(S)

- We would like to open:**
- ☐ An Instant Access Savings Account    ☐ A Fixed Term Savings Account (please complete Section 5)
- ☒ A Community Account
- ☐ Is a cheque book required    ☐ Is a paying in book required

### 5. YOUR FIXED TERM DEPOSIT DETAILS

Amount to be deposited	<input type="text"/>	Term (months)	<input type="text"/>
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Funds to be deposited by: ☐ Cheque made payable to Metro Bank  
☐ Electronic transfer from another bank

Interest must be credited to an alternative Metro Bank account, please select one of the following options:

<input type="checkbox"/> Credit interest to the Instant Access Savings Account/Community Account applied for as indicated above	<input type="checkbox"/> Credit interest to an existing Metro Bank Account number
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## 6. MANDATE

In this section you can tell us how many Authorised Signatories you wish to appoint to assist you in the use and operation of your account. If you would like to appoint more than one Authorised Signatory, this section also lets you tell us if they can transact on your account(s) independently or if joint/multiple authorisation is required.

Please complete the following as appropriate

Completion of this Mandate authorises Metro Bank to accept all instructions given, or acts performed, in accordance with the "Our Service Relationship with Business Customers" brochure (Terms and Conditions) and/or this Mandate on behalf of the Trustees of the Pension Scheme:

<input type="checkbox"/>	Any ONE of the Authorised Signatories
<input type="checkbox"/>	Any TWO of the Authorised Signatories
<input checked="" type="checkbox"/>	All of the Authorised Signatories

I/We hereby authorise Metro Bank PLC (The Bank) to deduct from my/our pension scheme bank account such management charges/fees and adviser charges/fees as may be notified from time to time to the bank under the sole instruction of two authorised signatories of Pension Practitioner.Com.

We may only accept payment instructions via the telephone banking service, fax or email from the Authorised Signatories as detailed above.

## 7. DECLARATION AND SIGNATURE(S)

### Credit Reference Agencies

When you apply for a Metro Bank Community Account, Metro Bank will undertake credit checks in order to assess your eligibility for this community account and will carry out checks to verify your identity and to prevent and detect crime and money laundering for both Community and Savings Accounts. Metro Bank will search records held by credit reference agencies (CRAs) when considering your application.

**Fraud Prevention Agencies**  
If you give false or inaccurate information and fraud is identified or suspected, details may be passed to fraud prevention agencies and/or CRAs to prevent fraud and money laundering. Law enforcement agencies may access and use this information.

**Giving Your Consent**  
We would like to contact you to tell you about our other products and services that we think you might be interested in. If you would prefer not to be contacted by any of the following means, please let us know by ticking the relevant box(es) below. Please tick all of the boxes if you do not want us to contact you about other products and services.

<input checked="" type="checkbox"/>	First Trustee	<input checked="" type="checkbox"/>	Post	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	Text	<input checked="" type="checkbox"/>	Email
<input checked="" type="checkbox"/>	Second Trustee	<input checked="" type="checkbox"/>	Post	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	Text	<input checked="" type="checkbox"/>	Email
<input checked="" type="checkbox"/>	Third Trustee	<input checked="" type="checkbox"/>	Post	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	Text	<input checked="" type="checkbox"/>	Email
<input checked="" type="checkbox"/>	Fourth Trustee	<input checked="" type="checkbox"/>	Post	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	Text	<input checked="" type="checkbox"/>	Email

**Use of Your Information**  
You authorise Metro Bank to disclose details of your account(s) to your introducer as named on the application form, or their successors in title.  
More information is available about how Metro Bank will use your information. You can find this at the beginning of the document "Our Service Relationship with Business Customers" included in your Welcome Pack. More detailed information is also available in our "Guide to the Use of Your Information" which can be provided on request. By signing this form you agree to Metro Bank using your information as set out above and in the ways described in those leaflets. You can contact us in writing at Metro Bank PLC, One Southampton Row, London, WC1B 5HA or enquiries@metrobank.plc.uk at any time if you would like us to stop using your data in a manner to which you have previously consented.

**Declaration**  
Metro Bank's decision to offer you this community/savings account is based on the information set out in this application. By applying for this community/savings account, you declare that the information set out in this application is, to the best of your knowledge and belief, correct and not misleading. If it alters you must tell Metro Bank promptly in writing.

Your community/savings account will be subject to the terms and conditions outlined in the documents "Our Service Relationship with Business Customers" and the "Important Information Summary" for this product. If you are applying for a joint account, you acknowledge that each of you is separately responsible for complying with the document "Our Service Relationship with Business Customers" and the "Important Information Summary". If any one of you does not comply, Metro Bank can take action against any or all of you alone or together.  
Before signing this form you should carefully read the document "Our Service Relationship with Business Customers" and the "Important Information Summary" for this product. If there is any term that you do not understand, please discuss it with a Metro Bank Customer Service Representative before signing.  
I certify that I have reviewed the Pension Trust Deed in respect of the above named Pension Scheme and:

- The pension has been properly constituted
- The details shown above are complete and accurate
- The Trustees are empowered to open an account at Metro Bank PLC
- The Trustees are empowered to operate the account/appoint representatives to operate the account
- To facilitate operations on the account the Trustees are empowered to utilise any electronic banking service available from Metro Bank PLC
- Third party payments are/are not permitted (delete as appropriate)
- The Trust Deed will be available for inspections by the Bank, if required and that the copy will be retained for a period of 6 (six) years after the account has closed
- The signatories on the attached account mandate have been authorised to act by the trustees of the scheme/the Trustees representatives
- We permit Metro Bank PLC to make enquiries to HMRC to confirm this scheme is registered with them for tax relief and exemptions. We authorise HMRC to provide this information to Metro Bank PLC upon request.

**Pension Scheme Account Opening Request**

(continued)

**7. DECLARATION AND SIGNATURE(S) (continued)**

We confirm that the Account is to be subject to the Metro Bank Business Account Information Summary and the Terms and Conditions as set out in "Our Service Relationship with Business Customers" Part 4 Section 40.

**First Trustee Signature**

Date

**Second Trustee Signature**

Date

**Third Trustee Signature**

Date

**Fourth Trustee Signature**

Date

**Scheme Administrator Details**Name **Pension Practitioner .Com Limited**Address **Daws House, 33-35 Daws Lane  
London, NW7 4SD**

Signature

Date

**8. ACCOUNT INTRODUCER DETAILS**Name of Company **Pension Practitioner .Com Limited**Address **Daws House  
33-35 Daws Lane  
London**Post code **NW7 4SD**Telephone Number **08006344862**Contact Name **Brad Davis / Georgina Stulglova**Email **info@pensionpractitioner.com**



Paul Davey  
3 Manor Gardens  
Swindon  
SN2 2ND

2014

Dear Paul,

**V & P Property Pension Fund ("the Scheme")**

This letter outlines the features of the Scheme as they would apply to you and invites you to become a member.

**CONSTITUTION**

The Scheme is to be a registered pension scheme within the meaning of Part 4 of the Finance Act 2004, governed by rules adopted by a deed dated ("the Rules") and administered by the trustees for the time being ("the Trustees"). The Rules will over-ride this letter in the event of any conflict between them. References to specific Rules are given for convenience in some of the headings below.

**ADMISSION TO MEMBERSHIP (Rule 16)**

Admission to the Scheme is at the discretion of the Company

**CONTRIBUTIONS (Rule 17)**

The Rules allow members, their employers and you to make contributions to the Scheme. The Rules do not make contributions by any person compulsory.

**INDIVIDUAL FUNDS**

Each Member of the Scheme has an "Individual Fund", built up through (i) contributions by/in respect of the Member and (ii) any transfer payments in respect of the Member from other schemes, adjusted to take account of the investment experience of the Scheme.

All benefits paid to or in respect of a Member are paid out of (and therefore their amount is limited by) his Individual Fund.

The Individual Fund will be further limited by the lifetime allowance, which at the date of this letter is £1.25 million.

**BENEFITS FOR MEMBER (Rule 19)**

The latest age at which benefits may be drawn is 77 and the earliest age is usually 55 but you may be able to draw benefits earlier if you suffer from incapacity or serious ill-health, or if you had an unusually low normal retirement age under the previous tax regime.

The Rules allow you to take benefits at any age consistent with this new tax regime. "Retirement" in this letter means simply drawing benefits during your lifetime.

On retirement, your Individual Fund will be applied by the Trustees to provide - at your request - a lump sum, which is payable free of income tax under current law. The maximum lump sum is usually 25% of the Individual Fund, but may be more or less in some cases, particularly for members with "transitional protection" of rights built up before A-day.

The remainder of your Individual Fund will then be designated to provide pension in the form of income withdrawal. This is essentially a pension drawn from the Individual Fund, the amount of which can be varied between:

- a minimum of nil and
- a maximum set every 3 years based on 100% of the single life annuity which could be bought with the Individual Fund.

When you reach age 77 the ability to draw an initial lump sum is lost.

#### **BENEFITS ON DEATH (Rule 20)**

On your death, the Trustees will use your Individual Fund to provide lump sum benefits and/or pensions for your dependants and other beneficiaries in accordance with the Rules.

The Rules give the Trustees wide discretion as to both the form of benefits and the recipients:

- pensions can be provided for dependants (which includes spouses and civil partners, children up to age 23 and others actually dependent on you);
- lump sums can be paid to any person.
- Some or all of your fund can be paid to a registered charity.

#### **STATE PENSION ARRANGEMENTS**

The Scheme is not contracted out of the State Second Pension Scheme.

#### **TERMINATION (Rule 14)**

The Scheme may be terminated in accordance with the Rules. In the event of its termination the assets of the Scheme will be applied for the benefit of Members having regard to their respective Individual Funds.

#### **AMENDMENT (Rule 3)**

The power to amend the Scheme may be exercised by the Principal Employer

#### **ENQUIRIES / PROBLEMS**

General enquiries about the Scheme or about your entitlement to benefit should be directed to the Administrator at Daws House, 33-35 Daws Lane, London. NW7 4SD.

OPAS (The Pensions Advisory Service) is available at any time to assist members and beneficiaries of the Scheme in connection with any pensions query they may have, or any



difficulty which they have failed to resolve with the Trustees or the administrators of the Scheme.

The Pensions Ombudsman appointed under section 145(2) of the Pension Schemes Act 1993 may investigate and determine any complaint or dispute of fact or law in relation to an occupational pension scheme made or referred in accordance with that Act.

Both OPAS and the Pensions Ombudsman may be contacted at 11 Belgrave Road, London SW1V 1RB.

The Pensions Regulator is able to intervene in the running of schemes where trustees, employers or professional advisers have failed in their duties.

The Pensions Regulator may be contacted at Napier House, Trafalgar Place, Brighton BN1 4DW.

#### DATA PROTECTION

The Trustees are a "data controller" for data held about you in connection with the Scheme. This data may be used for any reasonable purpose connected with the administration of the Scheme, including decisions about the amount of benefits and eligibility for those benefits.

Data may be disclosed to delegates, agents and professional advisers but will otherwise be disclosed only with your consent or as required by law.

You are entitled on request to see copies of any personal data held about you, and to be told its source.


#### APPLICATION FOR MEMBERSHIP

If you wish to apply for membership of the Scheme, please sign and return this letter.

Signed .....  ..... Name ..... MR P. M. DAVEY .....

(Authorised signatory of V & P Property Services Limited)

I apply for membership. I agree to abide by the terms of this letter and the Rules.

Signed .....  ..... Paul Michael Davey

Date .....

**Dated:**

**2014**

- (1) Paul Michael Davey (TRUSTEE)**
- (2) Pension Practitioner .Com Limited (SUPPLIER)**

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**ADMINISTRATION SERVICES  
AGREEMENT for the  
V & P PROPERTY PENSION FUND**

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## **15 Confidentiality**

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

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

## **16 Liability**

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

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

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

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

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

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

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

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



- (iii) provided to the Supplier by the Trustee or a third party on the Trustee's behalf, and that the Supplier then provides to any other third party on behalf of the Trustee;
- 16.4.2 any delay or failure in the performance of the Supplier's obligations under this Agreement resulting from:
  - (i) events beyond the Supplier's reasonable control (for example, an IT or software or systems failure that could not be avoided despite the Supplier's best endeavours); or
  - (ii) the acts or omissions of third parties or the Trustee's acts or omissions, including but not limited to delays in providing information to the Supplier or carrying out the Supplier's or the Trustee's instructions;
- 16.4.3 any other acts or omissions of any third party, including:
  - (i) any advice or opinion given to the Trustee by any third party;
  - (ii) the performance or non-performance by any third party of any legally binding agreement between the Trustee and that third party;
- 16.4.4 any acts or omissions undertaken by the Supplier prior to the commencement of this Agreement;
- 16.4.5 any other acts or omissions by the Trustee or by any Regulator that result in the Trustee being legally disqualified from being able to act as a trustee of the Scheme or as a director or officer the Scheme's sponsoring employer;
- 16.4.6 any change or clarification in the law that happens after the date on which this Agreement takes effect (whether or not it has retrospective effect) and that impacts or affects the definition or regulation or status or tax treatment or advantages or disadvantages or validity of, or the law applicable to, the Scheme;
- 16.4.7 any failure by the Supplier to provide the Trustee with legal advice or tell the Trustee about a change in the law; and / or
- 16.4.8 any report given by the Supplier in good faith to a Regulator.
- 16.5 To the extent that either party has any legal liability to the other party (whether under this Agreement or under overriding law) and to the extent that such liability can be limited by law, each party's liability to the other whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise shall in all circumstances be limited to the amount of £50,000.
- 16.6 Subject to clause 16.5 the Trustee shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.
- 16.7 Subject to clause 16.5 the Supplier shall indemnify the Trustee against any Loss incurred or suffered by the Trustee arising from any act or omission for which the Supplier is liable to the Trustee in accordance with this Agreement.
- 17 Termination**
- 17.1 Each party may terminate this Agreement without cause by giving the other party at least 3 months' notice in writing.
- 17.2 Any party may terminate this Agreement by giving the other party 1 month's notice in writing at any time throughout the duration of this Agreement in the following circumstances:

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

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

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

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

17.3.2 the date when the Scheme is wound up,

in accordance with the provisions of the Trust Deed.

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

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

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

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

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

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

## **18 Consequences of Termination**

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

## **19 General**

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



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

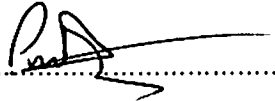
This Agreement has been signed by the parties on the date first above written.

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

.....  
Authorised signatory

.....  
Title

Signed by .....



(Trustee)

## **Schedule 1**

### **Services**

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

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

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



## **Schedule 2: Fees**

### **Annual Management Charge (AMC)**

A fee of £200 exc VAT shall be payable quarterly in advance for the provision of the Services for the first member and £100 for the second and each additional member

### **Administration of transfers in from other pension schemes**

A fee of £150 exc VAT per transfer

### **Client Meetings**

A fee of £200 exc VAT per meeting

### **Fees for additional services**

As agreed between the Supplier and the Trustee

### **Increases to Fees**

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

### **Termination Assistance fees**

A fee of £750 exc VAT

**Dated:**

**Trust Deed**

**establishing the**

**V & P Property Pension Fund**

## Parties

- 1 **V & P Property Services Limited** (company number **07725570** (in this deed called the 'Principal Employer') of Swatton Barn, Badbury, Swindon, Wiltshire, SN4 0EU
- 2 **Paul Michael Davey** (in this deed called the 'Trustee) of 3 Manor Gardens, Swindon, SN2 2ND

## Recitals



- (A) The Principal Employer wishes to establish a pension scheme to be known as **V & P Property Pension Fund** (in this deed called the 'Scheme') intended to qualify as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004.
- (B) The Trustees have agreed to be the trustees of the Scheme.

## Operative provisions

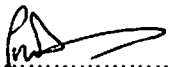
- 1 The Principal Employer establishes the Scheme and appoints the Trustees as the first trustees of the Scheme.
- 2 The Scheme shall be governed by the attached Rules, PROVIDED THAT:
  - 2.1 the power in Rule 3.1 (Power of Amendment) may be exercised by the Principal Employer
  - 2.2 the power in Rule 4.1 (Appointment and Removal of Trustees) may be exercised by deed by the Principal Employer.
- 3 The provisions of this deed shall have effect on and from its date.

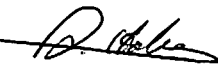
IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated, by  
**V & P Property Services Limited** acting by

Director      Signature :   
Name        :  
  
Witness       Signature :   
Name        : ADAM HOLMES  
Address     : 17 BERANBURTH FIELD  
                 WROUGHTON  
                 SN4 0GL

SIGNED as a deed, and delivered when dated, by  
**Paul Michael Davey** in the presence of:

 (signature)

Witness       Signature :   
Name        : ADAM HOLMES  
Address     : 17 BERANBURTH FIELD  
                 WROUGHTON  
                 SN4 0GL

### Nomination of beneficiary form

Scheme Name: **V & P Property Pension Fund** (hereinafter referred to as the scheme)

**Personal details:**

Full name including title: Mr. Paul Michael Davey

Date of birth: 25 February 1968

In the event of my death, I, the member of the scheme in trust, request that the funds should be paid to (please refer to the notes below):


Name: MRS VICTORIA DAVEY. Address: 3 MANOR GARDENS SWINDON SN2 2ND. Proportion % 100	Name: Address:  Proportion %
Name: Address:  Proportion %	Name: Address:  Proportion %

**Declaration**

I confirm that:

- i) this supersedes all previous beneficiary nominations; and
- ii) I may revoke this request at any time by submitting a new form to the scheme Administrator

Signature of member:



Date: 16.11.14.

**Notes:**

The member's estate cannot be nominated.

If the member does not complete a nomination form the death benefit would be payable to (or may be applied for the benefit of) such one or more of the member's dependants or named class as the nominated trustee decides, acting in accordance with the governing Trust Deed and Rules.