



## *Takeover Questionnaire*

PLEASE RETURN THIS FORM TO:  
Oakleaf Pensions Limited  
6 Doolittle Mill  
Froghall Road  
Ampthill  
Bedfordshire  
MK45 2ND

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## Important Information

Please arrange for the Directors (or authorised signatories) to sign on behalf of the company on page 8



# 1 Employer and Scheme Details

Company name

Registered address

  
  
 Postcode 

Name of SSAS

**This will be the name on your pension scheme Trust Deed and Rules**

HMRC registration number

Name of main contact  
for correspondence
Address if different  
to registered address
  
  
 Postcode 

VAT number (if VAT registered)

PAYE reference

Telephone numbers

Office

Fax

Mobile

Home

Email address

## Role of Professional Trustee/Practitioner (please tick all that apply)

Co-Trustee

☐

Scheme administrator

☐

Joint signatory

☐

Practitioner only

☐

Scheme year end date

Trustee bank account

Bank address

  
  
 Postcode 


Is SSAS registered for VAT?

Yes

☐

No

☐If yes, who completes  
the VAT returns?

Company name

Address

Postcode

Telephone number

## 2 Member Details

Please state the number  
of Members of each category

Active

Retired

Of the **Retired Members**,  
please state how many are in

Capped Drawdown

Flexible Drawdown

Please provide details of each **Active Member**

Member name

Member name

Member name

If there are further **Active Members**, please complete details on a separate sheet.

Please provide copies of last GAD review if in Capped Drawdown

Please provide details of each **Retired Member**

Member name

If in Capped Drawdown, maximum income £

Next GAD review date

Member name

If in Capped Drawdown, maximum income £

Next GAD review date



Member name

If in Capped Drawdown, maximum income £

Next GAD review date

\*If in Flexi-Access Drawdown, please state the amount and frequency of regular income being taken.

If there are further **Retired Members**, please complete details on a separate sheet.

Please provide a breakdown of the fund allocation

Member name

%

Member name

%

Member name

%

When were the fund allocations last calculated?

Who carried out the last valuation?

Company

Position

## 3 Scheme Assets

Please provide full details of the current investments and their approximate value.

Investment

Approx value £

Investment

Approx value £

Investment

Approx value £

Does the SSAS include a property?

Yes

☐

No

☐

If yes, is there a current lease in place?

Yes

☐

No

☐

If yes, who is it leased to?

If yes, is the tenant connected?

Yes

☐

No

☐

Are there any rent arrears?

Yes

☐

No

☐

If yes, please provide details.

When is the next rent review due?

Who produces rent invoices, monitors rental payments etc?

Name

Address

Postcode

Telephone number

Does the SSAS hold any non-standard investments?

Yes

☐

No

☐

If yes, can the non-standard investments be re-registered simply?

Yes

☐

No

☐

**Please provide the following documents:**

- a** Copy of the Establishing Trust Deed and Rules and any subsequent Deeds of Amendment.
- b** The most recent bank statements for all scheme accounts, or full details of the bank account, to include name, address, account number and sort code.
- c** Details of all properties held in the scheme, to include copies of all leases, last capital/rental valuations, insurance certificates and mortgage agreements.
- d** Copies of all loan agreements from the SSAS, to include a schedule of payments.
- e** Copies of all documentation relating to the purchase of the company shares.
- f** Copies of the contract notes for all miscellaneous investments, e.g. Unit Trusts, OEICS, TIPs, etc., along with the most recent valuation.



## 4 Contributions

**IMPORTANT** The amount of contributions you or the employee can make may be restricted if the Member has flexi-accessed their pension rights with any provider. If you/they are unsure as to the circumstances that will limit the level of contributions that you both can make, please refer to the Important Notes at the end of this form.

Member name	<input type="text"/>			
Employer contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Employee contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Regular contribution payment frequency	Monthly	<input type="text"/>	Quarterly	<input type="text"/>
	Half yearly	<input type="text"/>	Yearly	<input type="text"/>
Start date for regular contributions	<input type="text"/>			

Member name	<input type="text"/>			
Employer contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Employee contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Regular contribution payment frequency	Monthly	<input type="text"/>	Quarterly	<input type="text"/>
	Half yearly	<input type="text"/>	Yearly	<input type="text"/>
Start date for regular contributions	<input type="text"/>			

Member name	<input type="text"/>			
Employer contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Employee contribution	Regular £	<input type="text"/>	Single £	<input type="text"/>
Regular contribution payment frequency	Monthly	<input type="text"/>	Quarterly	<input type="text"/>
	Half yearly	<input type="text"/>	Yearly	<input type="text"/>
Start date for regular contributions	<input type="text"/>			

If there are further Members, please complete details on a separate sheet.

**Please note:** The Pensions Regulator's code of practice requires us to report late payment of contributions. Payments should be made no later than the 19th of the month after the Member's pay date.



# 5 Companies Declaration

**I/we declare that:**

- a** To the best of my/our knowledge and belief the information inserted in this form is true and complete; none of the persons in section 2 are either:
  - (i) *Disqualified to act as a company director or*
  - (ii) *An un-discharged bankrupt*
- b** On behalf of the Principal Employer I/we agree to Oakleaf Pensions Limited investigating the takeover of the Scheme.
- c** I/we understand that Oakleaf Pensions Limited will charge for this investigative work and for any other work associated with the takeover of the Scheme.
- d** I/we agree I/we am/are acting in accordance with the Memorandum and Articles of Association of the Company.
- e** If Oakleaf Pensions Limited agree to take over the scheme, all persons named in section 2 will be appointed to act with Oakleaf Trustees Limited to manage the Scheme on behalf of its Members and beneficiaries.
- f** If Oakleaf Pensions Limited agree to take over the scheme, Oakleaf Trustees Limited will notify HMRC of the names of all the Trustees and the Scheme administrator(s).
- g** If Oakleaf Pensions Limited agree to take over the scheme Oakleaf Trustees Limited will be appointed to the Scheme and will carry out the services set out in the Oakleaf Terms of Business. I/we confirm our agreement in return for the services to be provided under the Scheme, to pay the charges set out, as may be amended from time to time.
- h** If Oakleaf Pensions Limited agree to take over the scheme I understand the Scheme will be administered in accordance with the Trust Deed and Rules.

**On behalf of the company.**

Please print this document, sign in the box below then return to Oakleaf Pensions Limited

Signature

Name

Dated

**On behalf of the company.**

Please print this document, sign in the box below then return to Oakleaf Pensions Limited

Signature

Name

Dated





# 6 SSAS Fee Agreement

## 1 This agreement is effective from

 /  / 

and is made between Oakleaf Pensions Limited and the SSAS (the Plan) General Trustees.

## 2 Definitions

In this agreement there are a number of words and phrases that have a specific meaning in relation to the fee agreement:

**Practitioner/Scheme Administrator** - Oakleaf Pensions Limited shall be either the Practitioner or Scheme Administrator for the time being of the Plan.

**General Trustees** The Member Trustee or Member Trustees for the time being of the Plan.

**Independent Trustee** Oakleaf Trustees Limited for the time being of the Plan.

**Employer** The Principal Employer for the time being of the Plan.

**Member** The Member or Members for the time being of the Plan.

## 3 Replacement of former agreements

This agreement formalises all of the details of administration services provided by Oakleaf Pensions Limited in relation to the Plan. It replaces all previous administration agreements whether verbal or in writing which may have been made from time to time or existed on the day preceding the commencement date of this agreement.

## 4 Liability

Oakleaf Pensions Limited shall not be liable for the actions of the General Trustees.

## 5 Assignment and sub-contracting of the agreement

Oakleaf Pensions Limited reserves the right to assign this agreement to another company and it can sub-contract any of its duties to another person or body corporate.

## 6 Variation of the terms of the agreement

Oakleaf Pensions Limited reserves the right to amend the terms and conditions of this agreement giving 28 days' notice to the General Trustees or along with a review of the fee schedules taking place annually on 31 December each year. Any amendment to these terms will be issued to the General Trustees on their annual renewal of the Plan.

## 7 Annual renewal

The annual renewal of the Plan will be on the Plan start date/takeover anniversary.

## 8 Administrative responsibility

Primary responsibility for the administration and management of the Plan remains with the General Trustees.

## 9 Tenure of the agreement

The agreement shall be deemed to be in force in all aspects of the period between and including the commencement date and the termination date.

## 10 Termination of the agreement

This agreement will remain in force until terminated by either party giving the other 3 months' notice in writing. But termination can take place with immediate effect if both parties agree in writing. In the event of the termination of the agreement all fees then due shall be payable and no fees paid shall be refundable.

## 11 Plan and Member data

The Employer and Members accept full responsibility for the accuracy of information they supply to Oakleaf Pensions Limited.

## 12 Confidentiality

All information provided by the General Trustees and the Employer shall be held in the strictest confidence and will not be disclosed to any third party other than to the Plan agents or the appropriate regulatory authorities or on the instructions of the Employer or General Trustees.

## 13 Data protection

Oakleaf Pensions Limited undertakes to comply with all the relevant requirements of the Data Protection Act 1998. The General Trustees and Members individually provide their explicit consent for Oakleaf Pensions Limited to process and hold such personal information as required with and be for the administration of the Plan.

## 14 Whistleblowing

All parties acknowledge that there may be circumstances under which Oakleaf Pensions Limited or Oakleaf Trustees Limited may consider it necessary to make a written report to The Pensions Regulator or HM Revenue & Customs (HMRC) and Oakleaf Pensions Limited or Oakleaf Trustees Limited will not be under any obligation to inform the General Trustees they have made a report.



**15 Force majeure**

If an event occurs which is substantially outside the control of Oakleaf Pensions Limited and as a result of the event it becomes impossible or impractical for Oakleaf Pensions Limited to carry out its duties under this agreement, the agreement will be suspended until the effect of the event ceases.

**16 English law applies**

This appointment and agreement is subject to and shall be construed in accordance with the laws of England and Wales.

**17 Services included in the annual fee:**

- 17.1 General Administration. Dealing with the routine administration of the Plan including any queries, problems and correspondence with HMRC that may arise on a day to day basis in connection with the Plan.
- 17.2 Investment. Providing guidance on the investments permitted by the Plan governing documentation and the suitability of investments from HMRC view point and any special requirements that they may have. Maintenance of investment records including details of purchases and sales and assisting the General Trustees in the monitoring and administration of the Plan investments.
- 17.3 Membership records. To maintain and update records in respect of each Member of the Plan.

**18 Services included in the establishment of a new Plan:**

- 18.1 An investigation into the suitability of establishing a Plan and technical advice regarding any existing arrangements taking into account HMRC maximum allowances, the investment objective of the proposed Plan and the up to date regulations governing the Plan.
- 18.2 Plan documentation. The provision of the trust deed and rules and a mandate to establish a Trustee bank account.
- 18.3 Notification for approval. The preparation and submission of the formal notification to HMRC.

**19 Services included in the takeover fee:**

- 19.1 Initial consultation. In order to discuss the clients' requirements
- 19.2 Plan Documentation. The provision of the necessary documentation to replace the ceding pensioner Trustee and the rules of the Plan with ours
- 19.3 Collation of information. Liaising with the ceding pensioner Trustee to obtain data regarding the Plan to ensure current HMRC compliance.

- 19.4 Notification. Advising HMRC of our appointment and completion of all necessary documentation to re-register Trustee assets as required.

**20 Services in respect of which Oakleaf Pensions Limited will usually make additional charges**

- 20.1 Additional charges. As detailed on the fee schedule which applies from time to time.
- 20.2 Benefit calculations and payments. Calculating benefits and arranging transfers or assignments into or out of the Plan and the purchase of retirement benefits.
- 20.3 Trustee meetings. Attending any adhoc meetings of the Trustees.
- 20.4 Non-standard work. Any work considered by Oakleaf Pensions Limited to be non-standard or specialist.

**21 Services not provided**

- 21.1 Legal advice. Oakleaf Pensions Limited will not offer any legal advice in respect of any document, instrument, transaction or course of action. Where Oakleaf Pensions Limited prepares draft documentation for the Plan, the General Trustees should consult their own advisers to confirm the effect and suitability of the document or documents.
- 21.2 Financial and Investment advice. Oakleaf Pensions Limited will not provide any financial or investment advice regulated under the Financial Services Act 1986 under this agreement.
- 21.3 Accountancy services. Oakleaf Pensions Limited will provide neither accountancy nor auditing services to the Plan apart from those specifically requested under the fee schedule which applies from time to time.
- 21.4 Custody. Oakleaf Pensions Limited will not provide custody services of any documentation or investments associated with the Plan.

**22 Fees, invoicing and conditions**

- 22.1 Annual fee. This will be charged in accordance with the fee schedule attached or any future fee schedule issued with the Plan annual review documentation.
- 22.2 Transaction fees. Fees will be charged for those transactions specified in the annual fee schedule. A pro rata time costed fee will be charged in respect of cancelled transactions.
- 22.3 Additional fees. An additional annual fee is charged for Plans that are not fully exempt from the Pensions Act 1995 requirements.



- 22.4 Time costed. Oakleaf Pensions Limited will charge on a time costed basis all non-fixed fees as detailed in the fee schedule including but not limited to specialist work requested in relation to any administration or Trustee services.
- 22.5 Invoicing of fees. The fixed fees i.e. annual administration fee is payable annually in advance. Other fees are usually invoiced following completion of the work but may be requested prior to the work being started or during or in stage payments. All fees are subject to annual review and VAT.
- 22.6 Payment of fees. All fees are due for payment within 14 days of being invoiced. Fees may be paid by the General Trustees. Interest may be charged for late payment.

### 23 General terms

- 23.1 If Oakleaf Trustees Limited has been appointed as a Trustee of the Plan it is with the special responsibility to undertake the role of the Independent Trustee.
- 23.2 Oakleaf Trustees Limited has been appointed as Scheme Administrator or Practitioner of the Plan with the responsibility to undertake the roles as prescribed by HMRC regulations.
- 23.3 For the avoidance of doubt, while Oakleaf Trustees Limited is to be taken to have the status of a Professional Trustee in respect of the duties which HMRC require of an Independent Trustee, it is not expected to have this status in respect of any of its other duties and responsibilities as Trustee. In that regard the other General Trustees of the Plan accept that Oakleaf Trustees Limited does not hold itself out as having any special expertise in respect of General Trustee matters and its status and the duty of care that will apply to it will be that of a lay Trustee.
- 23.4 The General Trustees of the Plan accept that it is agreed the liability of Oakleaf Trustees Limited is not personal to them but shall be limited to the assets of the Plan.

### 24 Services provided and fees.

- 24.1 If Oakleaf Trustees Limited has been appointed as Independent Trustee for the Plan it is in accordance with the provision of the Plan governing documentation and any requirement of HMRC. This will include acting as a mandatory co-signatory to the Plan bank account along with being one of the registered owners for all assets.
- 24.2 If HMRC or legislation dictates that Oakleaf Trustees limited cannot resign all roles within the Plan unless a replacement is appointed then if Oakleaf Trustees Limited gives notice to the General Trustees that it wishes to resign, and the General Trustees do not appoint a replacement within 28 days Of receipt of the notice, Oakleaf Pensions Limited will be entitled to charge the Plan £10,000 p.a. to carry out its role and duties.
- 24.3 Oakleaf Pensions Limited reserves the right to make a time costed charge for work resulting from the removal of Oakleaf Trustees Limited as Independent Trustee.

### 25 Signatures

By signing on page 8 you have agreed to pay the fees as set out above.



# 7 Financial Adviser Details

Please sign if required.

**Oakleaf Pensions Limited does not provide financial or investment advice.**

Adviser's name	<input type="text"/>		
Adviser's company	<input type="text"/>		
FCA authorisation number	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone numbers	Home	<input type="text"/>	Mobile <input type="text"/>
	Fax	<input type="text"/>	
Email address	<input type="text"/>		

## Basis of Sale

Please tick the relevant box that applies

With advice ☐ Face-to-face ☐ Remotely ☐

## Adviser remuneration

Please confirm details of any fees to be made by deduction from SSAS.

An invoice must be presented before each payment is made.

Initial advice	£	<input type="text"/>	or	<input type="text"/>	% of fund
Ongoing advice	£	<input type="text"/>	or	<input type="text"/>	% of fund

Signed by the Member

Name

Dated

<input type="text"/>
<input type="text"/>
<input type="text"/>



# IMPORTANT NOTES

Please read these notes carefully. It is really important that you understand whether or not you have flexi-accessed your pension rights, as doing so limits the contributions you can make to £4,000 per tax year (referred to by HMRC as the 'money purchase annual allowance rules').

If you are still unsure after reading these notes, please refer to your Financial Adviser.

## **The money purchase annual allowance rules will apply if one of the following occurs in a tax year, on or after 6 April 2015:**

- You have drawn down funds from a Flexi-Access Drawdown fund.
- You have received an 'uncrystallised funds pension lump sum'.
- You notified your scheme administrator that you wished to convert your pre 6 April 2015 'drawdown pension' fund to a Flexi-Access Drawdown fund and you subsequently drawdown from that fund.
- You have taken more than the permitted maximum for 'capped drawdown' from a pre 6 April 2015 drawdown pension fund.
- You have received a stand-alone lump sum and you are entitled to primary protection with a greater than £375,000 protected tax free lump sum.
- You have received a payment from a life time annuity where the annual rate of payment can be decreased other than in permitted circumstances.
- You have received a payment of a scheme pension from a money purchase arrangement where the arrangement is providing scheme pensions to less than 12 Members, including dependant's, at the time the first payment is made to you.

## **The money purchase annual allowance rules will not apply if one of the following occurs.**

- You have received a pension commencement lump sum (tax free cash).
- You have received a trivial commutation lump sum.
- You have received a small pots lump sum.
- You are in receipt of a scheme pension from a defined benefits arrangement, or from a money purchase arrangement where at least 12 people are receiving a scheme pension.
- You are in receipt of a lifetime annuity that can't go down except in prescribed circumstances.
- After 6 April 2015, you take no more than the permitted maximum capped drawdown from a pre-6 April 2015 drawdown pension fund.

