

Installation Questionnaire

Rowanmoor Family Pension Trust

Key Features

Fee Schedule

Installation Questionnaire

Member Questionnaire

This is part of a set of literature, all of which should be read together.

Name of Scheme

Number of Members

Please complete the Installation Questionnaire in full using BLOCK CAPITALS and dark ink. There are notes to help you. Any omission could delay the registration of the scheme with HM Revenue & Customs (HMRC) and any proposed investments in the scheme. Please initial any changes you make and do not use correction fluid if you make a mistake.

On completion, sign and date the Declaration before returning it to us with a completed Member Questionnaire for each member.

The information supplied will be held in the strictest confidence and subject to the provisions of Data Protection Legislation.

- Installation Questionnaire**
Pages two to five. To be completed and signed by the chairperson and the member trustees.
- Adviser Fee Agreement**
Pages seven to nine. To be completed and signed by all the members and trustees and their regulated UK or EU Intermediary, where fees are to be paid to the intermediary in respect of advice in relation to the scheme.
- Member Questionnaire**
A separate Member Questionnaire should also be completed for each member.

Installation Questionnaire

Chairperson

A chairperson, who is also a scheme member trustee, must be appointed. The chairperson is responsible for liaising with us, on behalf of the member trustees, about matters relating to the scheme and authorising payments from the scheme and common investment fund bank accounts.

Contact Name	<input type="text"/>		
Firm's Name (if applicable)	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number (inc. area code)	<input type="text"/>	Fax Number (inc. area code)	<input type="text"/>
Email Address	<input type="text"/>		

Member trustees

Please advise if any other members participating in the scheme are to be a member trustee in addition to the chairperson.

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

Reason for the scheme

It helps us to provide smooth administration if some of the factors likely to affect the Family Pension Trust within the first 12 months are known, e.g. property purchase. Please provide as much detail as you can, including timescales if known.

Principal reason for the Family Pension Trust:

Common investment funds

How many common investment funds are likely to be set up in the first year of the scheme?

Please provide details of each common investment fund (if known).

Please provide details of the members participating in this fund.

A bank account will be opened with Rowanmoor Trustees Limited's designated bank for each common investment fund. These accounts will receive investment and other income. Rowanmoor Trustees Limited will act as sole signatory to the accounts, under the direction of the chairperson. We require a minimum of £3,000 in cash, or other easily realisable assets, to be held within the Family Pension Trust at all times to meet ongoing charges.

If more than two common investment funds are required please make a copy of this page.

Number of Common Investment Funds

Name of Investment Fund

Participating members

Print Name Print Name

Print Name Print Name

Print Name Print Name

Reason for this fund:

Name of Investment Fund

Participating members

Print Name Print Name

Print Name Print Name

Print Name Print Name

Reason for this fund:

Scheme adviser details

Please give details of the financial adviser who will provide advice on the scheme to the member trustees.

All scheme correspondence will be sent to this address. If you do not have a financial adviser all correspondence will be sent to the address of the chairperson.

If you have ticked 'YES' above, please complete the details opposite.

The trustees can appoint an investment adviser.

If you have ticked 'NO' above please provide details of your appointed investment adviser.

Accountant details

Please provide details of the accountant advising the trustees (if applicable).

We will produce scheme accounts as part of our standard service (year end will be 5 April). There will be an additional charge for any self-assessment tax returns.

Financial adviser

Contact Name	<input type="text"/>		
Company Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number (inc. area code)	<input type="text"/>	Fax Number (inc. area code)	<input type="text"/>
Email Address	<input type="text"/>		
Regulated by	<input type="text"/>		
Authorisation Number	<input type="text"/>		

Is the financial adviser an appointed representative or part of a network?

YES NO

Name of Network or Principal	<input type="text"/>
Regulated by Company Authorisation Number	<input type="text"/>

Will the financial adviser be appointed to act as the Scheme Investment Adviser?

YES NO

Investment adviser

Contact Name	<input type="text"/>		
Firm's Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number (inc. area code)	<input type="text"/>	Fax Number (inc. area code)	<input type="text"/>
Email Address	<input type="text"/>		
Regulated by	<input type="text"/>		
Authorisation Number	<input type="text"/>		

Accountant

Contact Name	<input type="text"/>		
Accountancy Firm's Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number (inc. area code)	<input type="text"/>	Fax Number (inc. area code)	<input type="text"/>
Email Address	<input type="text"/>		

HMRC may ask for self-assessment tax returns to be submitted for the scheme.

Please tick if you wish us to complete any annual self-assessment tax returns.

Declaration

This is our standard Installation Questionnaire upon which we intend to rely. For your own benefit and protection you should read this declaration carefully before signing. If you do not understand any point please ask for further information or seek advice from a suitably qualified professional.

We agree to appoint the member trustee nominated on page two to the role of chairperson.

We agree to establish the Family Pension Trust and enclose with this Questionnaire a fully completed Member Questionnaire for each member invited to join.

We request Rowanmoor Personal Pensions Limited to provide the necessary documentation to establish the scheme and provide the members with details of their membership on our behalf. They are entitled to charge for this and any other work associated with the establishment of the scheme even if we should decide not to proceed with the scheme. In such circumstances, we understand Rowanmoor Personal Pensions Limited will charge a minimum of £500 + VAT.

We agree to Rowanmoor Personal Pensions Limited opening bank accounts for the scheme, all the scheme members and all common investment funds with Rowanmoor Trustees Limited's designated bank. We understand Rowanmoor Trustees Limited will be sole signatory to these accounts.

We confirm we understand that once a contribution has been made to a scheme, it cannot be returned.

The information provided on this form is correct to the best of our knowledge.

We understand to comply with Money Laundering Regulations, Rowanmoor Personal Pensions Limited may verify our identities through the use of an electronic identity verification system. Where a check is carried out, the system will also check whether we have a credit history, but it will not disclose any details. The system will add a note to our credit files to show that identity checks were made, but this information will not be available to third parties for credit assessment purposes. If the check does not confirm our identities, Rowanmoor Personal Pensions Limited will need to carry out a manual check and may need to contact us for further information. Acceptance of our application is subject to satisfactory completion of identity verification checks.

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

Group privacy policy

Rowanmoor, trading as Rowanmoor Personal Pensions Limited will collect personal information about you such as your name and address ('Personal Data'). Rowanmoor Personal Pensions Limited will be the Data Controller as defined under UK Data Protection legislation and regulations.

We will only process your personal data where we have a legal basis for doing so. This includes:

- Where you have provided positive consent to the company
- Processing is necessary for the performance of a contract between you and the firm or to take steps to enter into a contract;
- Processing is necessary for compliance with a legal or regulatory obligation
- The company has a legitimate interest upon which the data may be processed. Any decision to process data on the basis of legitimate interest will be made on a case by case basis and in line with the guidance set out in UK Data Protection legislation.

We may disclose your Personal Data to other companies within the Embark Group of companies and third parties which provide services in connection with the administration of your account.

We may also share your Personal Information for legitimate business reasons or as may be required by applicable law and regulations with your Financial Adviser, third parties appointed by your Financial Adviser, third party investment managers, and product providers with whom you or your Financial Adviser instructs us to invest.

We may disclose your Personal Information to a credit reference agency in order to verify your details both during the application process and the ongoing administration of your account. This information will be used to prevent fraud and money laundering and to check your identity. Any checks performed may be recorded on your credit history.

We will disclose your Personal Information to any governmental, legal or regulatory body if required to do so by applicable law and regulation.

We may need to disclose sensitive Personal Data about you to third parties, such as information relating to your health where required to do so to give effect to an instruction from you or your Financial Adviser in respect of your account

We may need to transfer your Personal Data to another country, in which case we will ensure that your Personal Data is afforded the same level of protection as is required under UK Data Protection legislation and regulations prior to sending your Personal Data.

We will otherwise keep your personal information confidential and never use it for any other purpose or pass your details to any third parties without your consent.

We will retain your Personal Data for no longer than is necessary to provide the services under the Terms and Conditions applicable to the account and to meet any legal or regulatory obligations that may apply.

You have a number of rights under the Data Protection legislation, including:

1. the right to request a copy of the personal information we hold on you. When you request this information, this is known as making a Subject Access Request (SAR). In most cases, this will be free of charge, however in some limited circumstances, for example, repeated requests for further copies, we may apply an administration fee;
2. the right to have personal information we hold about you transferred securely to another service provider in electronic form;
3. the right to have any inaccurate personal information corrected;
4. the right to have any out of date personal information deleted once there's no business need or legal requirement for us to hold it;
5. the right to object or restrict some processing, in limited circumstances and only when we don't have legitimate grounds for processing your personal information;
6. the right to object to your personal information being used to send you marketing material. We will only send you marketing material where you've given us your consent to do so. You can remove your consent at any time

If you have any questions regarding how the firm uses the data it collects please contact:

The Group Data Protection officer
The Embark Group
100 Cannon Street
London
EC4N 6EU

If you are not satisfied with any aspect of how we have managed your data you have the right to complain to the Information Commissioners Office. For further details of your rights under the UK's data protection legislation and regulation please contact the Information Commissioner's Office at <https://ico.org.uk/for-the-public/>

By signing the application form, you consent to the use of your Personal Information for the purposes and on the terms set out above. You have the right to withdraw consent at any time.

Adviser Fee Agreement

The Rowanmoor Family Pension Trust adviser fee agreement is designed to shorten the process for settling adviser fees from the scheme. This agreement provides us with the authority to pay your financial adviser fees from your Rowanmoor Family Pension Trust. Only one agreement can be made and once signed this form must not be amended.

All fees will be settled from one or more of the Family Pension Trust scheme bank accounts, as advised by the financial adviser or the chairperson as appropriate. Fees will be paid within 30 days of receipt of an acceptable invoice, expressing the fees as a monetary amount, from the financial adviser, provided cash funds are available within the account. The Family Pension Trust fund must still hold a minimum of £3,000 in cash, or other easily realisable assets, after the payment has been made.

Agreement

Fees may be expressed as a defined monetary amount, a percentage of fund, or a percentage of gross contributions.

Defined fee

Payment of the initial fee can fall due either following the establishment of the scheme, or on a specified date.

Payment of the first annual fee can fall due on the scheme anniversary, or a specific date. Subsequent fees will fall due annually thereafter.

Percentage of fund or specific investments

The initial fee must be expressed as a monetary amount. Payment can fall due either following the establishment of the scheme, or on a specified date.

Annual fees may be expressed as a percentage of the total fund value, or specific investments, on each scheme anniversary. Payment falls due on the scheme anniversary.

The financial adviser is required to submit a valuation and an accompanying invoice for the initial and each subsequent fee. The valuation should detail the value of the specific investments, if applicable, and any outstanding scheme liabilities at the anniversary date. We will not supply up-to-date valuations.

Percentage of gross contributions

The initial fee may be expressed as a monetary amount, or a percentage of gross initial contribution.

Annual fees are expressed as a percentage of the value of gross annual contributions. The financial adviser is required to submit a schedule of contributions received each year, together with an accompanying invoice. The schedule of contributions at the first annual payment date, cannot include any contributions used in the calculation of the initial contribution fee.

This fee may be expressed as either a monetary amount, or as a percentage of the transfer value(s) received. Payment is due following receipt of the transfer value(s) from the specified pension arrangement(s) and, if the option is selected, following receipt of any future transfer value(s). The financial adviser will be informed of the value of the transferred fund(s) received.

This adviser fee agreement relates to the financial adviser named on page four of this installation questionnaire. Please complete section one and/or section two as appropriate.

Section One – Initial and ongoing fees (excluding Transfer Related Fees – see section two)

Fees for the advice and involvement of the financial adviser in establishing the scheme and its ongoing operation.

Please choose one fee payment option from A, B or C and specify the initial and/or ongoing annual fees for your selected fee payment option.

A. Defined fee

Initial fee for arranging the scheme £

To be paid Following scheme establishment or Date

Annual fee £

To be paid on the scheme anniversary or Date

and annually thereafter

B. Percentage of fund or specific investments

Initial fee for arranging the scheme £

To be paid Following scheme establishment or Date

Annual fee % of total fund or specific investments

Please list the specific investments (if applicable):

C. Percentage of gross contributions

Initial fee for arranging the scheme £ % of gross initial contribution

To be paid Following scheme establishment or Date

Annual fee % of gross annual contribution

Paid annually on the anniversary of the initial fee, where the initial fee has been expressed as a percentage of the gross initial contribution

or
Paid annually on the scheme anniversary

Section Two – Transfer related fees

Fees for the advice and involvement of the financial adviser in facilitating transfer(s) to the scheme:

Either Amount £ or % of transfer payment(s) received %

The transfer payment is the value of transfer(s) from the following arrangement(s):

Will the same terms apply for future transfers paid into the scheme? YES NO

Declaration

To be signed by all members and trustees of the Family Pension Trust.

This is our standard Adviser Fee Agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing. If you do not understand any point please ask for further information or seek advice from a suitably qualified professional. You can amend, or instruct us to cease the agreement, at any time.

Authority is hereby given to Rowanmoor Personal Pensions Limited to pay the fees, as set out in this agreement, from the funds held within one or more of the scheme bank accounts subject to the receipt of an invoice from the financial adviser, until otherwise instructed. We confirm that we understand that Rowanmoor Personal Pensions Limited is not responsible for reviewing the impact of this transaction on the fund or on any other transactions which may be pending. These terms amend and replace any existing adviser fee arrangements.

Signature

Print Name

Date

Signature

Print Name

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Print Name

Date

To be completed by the financial adviser

All fees will be settled within 30 days of receipt of an acceptable invoice, expressing the fees as a monetary amount. Please note that we will not issue a reminder when annual fees fall due.

Payments are made from the scheme. Agencies will not be established with Rowanmoor and no listing of payments made or due to an adviser can be provided by us.

Invoices should be made out to 'The Trustees of {insert scheme name}'. All invoices to be sent to us for settlement on behalf of the members and trustees. Payment terms are 30 days from the receipt of your invoice. Fees will only be settled if there are sufficient funds available within the scheme bank account and the Family Pension Trust fund will still hold a minimum of £3,000 in cash or other easily realisable assets, after the payment has been made. It is your responsibility to ensure that there are sufficient funds within the account, taking into account imminent investment transactions, benefit payments and other liabilities. If there are insufficient funds to meet these commitments, pension payments, investment transactions and scheme charges will take precedence. We reserve the right to confirm acceptance of all fees with the members and trustees, prior to payment.

COMPANY STAMP

Are you an appointed representative, or part of an adviser network? YES NO

If 'YES' please provide the name of the network

Is payment to be made to your network? YES NO

Fees to be paid by CHEQUE CHAPS/BACS

Bank

Branch

Account Name

Account Number

Sort Code

Payment Ref

Signed*

Name

Position

Date

*Original signature required.

Notes

Interim Deed

relating to the Pension Trust

This Interim Trust Deed is made on **LEAVE BLANK** 20.....

Between

- (1) **Rowanmoor Personal Pensions Limited** (No. 2268900) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS; and
- (2) **Rowanmoor Trustees Limited** (No. 1846413) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS.

Whereas

- (A) The Operator is a person who is permitted by section 154 of the FA 2004 to establish a Registered Pension Scheme.
- (B) The Operator wishes to establish the Scheme under irrevocable trusts to provide retirement benefits for or in relation to those who are admitted to membership of the Scheme.
- (C) The Independent Trustee is a professional trustee and has agreed to be a trustee of the Scheme.
- (D) The Administrator has agreed to be the Scheme's administrator for the purposes of section 270 of the FA 2004.
- (E) It is intended that the Scheme will be a Registered Pension Scheme.

It is agreed

1 Definitions and Interpretation

- 1.1 Words and expressions used in this Interim Deed shall have the following meanings:

Administrator means the person whose name and address is set out in paragraph 1 of the parties clause at the beginning of this Interim Deed appointed under clause 5 of this Interim Deed for the purposes of section 270 of the FA 2004

Commencement Date means the date of this Interim Deed

Definitive Deed means the definitive trust deed (including the Rules) to be executed in relation to the Scheme pursuant to clause 2 of this Interim Deed and all amendments and modifications made thereto

FA 2004 means the Finance Act 2004

Fund means the monies, assets, property and investments held by or on behalf of the Trustees on the trusts of and for the purposes of the Scheme and which from time to time constitute the fund of the Scheme (whether or not compromised in a Member's Fund). It includes (but is not limited to) contributions from the Members and current employer or employers of a Member, assets accepted or acquired by the Trustees for the Scheme and any resulting investment gains, returns or interest, and the aggregate of all the Members' Funds. This expression includes where appropriate any part of the Fund

Independent Trustee means the person whose name and address is set out in paragraph 2 of the parties clause at the beginning of this Interim Deed

Member means save as otherwise provided a person who has joined the Scheme in accordance with clause 6 of this Interim Deed and **Membership** has a corresponding meaning

Member's Fund means in relation to any Member that part of the Fund which is determined by the Operator as relating to the relevant Member at that time, having regard to:

- (a) any contributions paid by or in respect of the Member whether by his employer or any other person;
- (b) any amount received from the Revenue representing payment of tax relief in respect of contributions paid by the Member;
- (c) any income or capital gains arising from the investment of such amounts; and
- (d) any other matters which the Operator considers appropriate.

Operator means the person whose name and address is set out in paragraph 1 of the parties list at the beginning of this Interim Deed

Registration means the status of being a registered pension scheme in accordance with section 150(2) of FA 2004 and **Registered Pension Scheme** has a corresponding meaning

Revenue means HM Revenue & Customs

Rules means the rules of the Scheme and all amendment and modifications made thereto

Scheme means the private self-invested pension scheme established by this Interim Deed

Trustees means the Independent Trustee and such other trustees (if any) as are for the time being appointed to the Scheme

Unauthorised Payment means an unauthorised payment within the meaning of section 160(5) of the FA 2004

2 Establishment of the Scheme

- 2.1 The Operator hereby establishes the Scheme with effect from the Commencement Date upon irrevocable trust to operate as a Registered Pension Scheme for as long as the Revenue allows and agrees to act as operator of the Scheme.
- 2.2 The purpose of the Scheme shall be to provide lump sum and pension benefits for and in respect of persons who are admitted to membership of the Scheme in accordance with its governing provisions from time to time in force.
- 2.3 The Scheme shall be operated and administered in a manner which enables Registration to be obtained and maintained.
- 2.4 The Operator, the Administrator and the Trustees in making any decision or in giving or withholding their agreement or consent or in exercising or not exercising any power in relation to the Scheme shall each comply with any requirements necessary to maintain Registration of the Scheme.

- 2.5 Until the Definitive Deed is executed and Rules adopted, this Interim Deed shall constitute the governing provisions of the Scheme. The Definitive Deed and the Rules will replace the Interim Deed which shall then cease to have effect.

3 Constitution of the Scheme

The Scheme shall be constituted by contributions payable by or in respect of each Member in accordance with the Definitive Deed and Rules and by any other assets held by the Trustees pursuant to the Definitive Deed and Rules and by income arising on and capital accretions to the same.

4 Appointment and Removal of Trustees

- 4.1 The Independent Trustee is hereby appointed to be the first trustee of the Scheme and to hold the Fund upon irrevocable trust and the Independent Trustee consents to be so appointed.
- 4.2 The Operator may by deed appoint new or additional trustees of the scheme or remove any trustee of the Scheme.
- 4.3 Any Trustee engaged in a profession or business (including any officer or employee of a corporate trustee) shall be entitled to be paid all properly incurred expenses, charges, remuneration and commissions for work carried out in connection with the Scheme by him or any firm or company including work which a trustee not being in any profession or business could have done personally.

5 Appointment and Removal of Administrator

- 5.1 The Administrator is hereby appointed as the first Administrator of the Scheme and the Administrator consents to its appointment.
- 5.2 The Operator may by deed appoint and remove any Administrator.
- 5.3 The appointment of the Administrator shall be on such terms and conditions (including as to remuneration) as may be agreed between the Operator and the Administrator from time to time in writing. Where the same entity is both the Operator and the Administrator any terms and conditions set out in writing and approved by the Operator for this purpose shall be treated for the purposes of this clause 5.3 as having been agreed between the Operator and the Administrator. The fees charged by the Administrator shall be an expense of the Scheme.

6 Terms of Membership of the Scheme

- 6.1 A person can only become a Member of the Scheme from time to time if the Operator agrees. For the avoidance of doubt the Operator may limit the class of people who may become Members as it sees fit.
- 6.2 A person who wants to be a Member must enter into such terms and conditions of Membership and complete such documents as the Operator may require from time to time.
- 6.3 No person is to be admitted to, remain in or be excluded from Membership if this would prejudice Registration.

7 Investment

Pending execution of the Definitive Deed any funds held by the Scheme shall be held by the Trustees in a bank account nominated by the Operator for this purpose.

8 Restrictions on investment

The Operator shall exercise its power under clause 7 in a manner which it is satisfied is consistent with the Scheme's Registration and which will not result in the Scheme making or being treated as having made an Unauthorised Payment.

9 Amendment

- 9.1 The Operator may by deed alter, add to, delete or replace all or any of the trusts, powers and provisions of the Scheme with effect from the date specified in that deed (whether that date is retrospective, immediate or prospective) provided that no amendment may be made which would prejudice Registration.
- 9.2 No amendment may be made which would prejudice Registration.

10 Winding Up

- 10.1 If the condition set out in clause 10.2 is not satisfied within four weeks of the date of this Interim Deed the Operator may wind up the Scheme. If the Operator decides to wind up the Scheme in accordance with clause 10.2, it may by deed poll unilaterally amend the governing provisions of the Scheme by adopting such Rules as appear to it to be necessary or expedient for the purposes of effecting the winding up of the Scheme.
- 10.2 The condition set out in this clause 10.2 is that the Operator, the Independent Trustee, the Administrator and all persons who are to be Members of the Scheme from the date of the Definitive Deed have executed a Definitive Deed in the form of the Operator's standard form pension scheme documentation, which the Operator shall ensure includes provisions to appoint the initial Members of the Scheme as trustees.
- 10.3 Any dispute as to what constitutes the Operator's standard form documentation for the purposes of clause 10.2 will be resolved by the written determination of the managing director for the time being of the Operator whose determination shall be final and binding.
- 10.4 The Operator's powers under clause 10.1 are not fiduciary powers.
- 10.5 The power of amendment contained in clause 10.1 is in addition to, and not subject to, the amendment power in clause 9.
- 10.6 The Trustees shall wind up the Scheme on the expiry of eighty years from the date the Scheme was established or such longer period as is permitted by law.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

The common seal of **Rowanmoor Trustees Limited** was affixed to this deed in the presence of

.....
Authorised Signatory

.....
Authorised Signatory

The common seal of **Rowanmoor Personal Pensions Limited** was affixed to this deed in the presence of

.....
Authorised Signatory

.....
Authorised Signatory