

# Application Form

Rowanmoor Solo SSAS  
Guide  
Fee Schedule  
Application Form

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

Name of Scheme

Please complete this form 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, the Principal Employer must sign and date the Employer's Declaration and Interim Deed and the member must sign the Member's Declaration, before returning the form to us.

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

- Application**  
Pages two to four. To be completed and signed on behalf of the principal employer.  
Pages five to seven. To be completed and signed by the member.
- Identity Verification Certificate**  
Page ten. To be completed by a regulated UK or EU Intermediary. A separate certificate is required for the member and all parties to the contract.
- Corporate Verification Certificate**  
Page eleven. To be completed by a regulated UK or EU Intermediary. A separate certificate is required for all participating employers.
- Interim Deed**  
Pages twelve to thirteen. To be completed and signed on behalf of the principal employer.

# Application

## Principal employer details

Please advise if the employer is limited, limited by guarantee, unlimited, limited by liability, a partnership, or other, e.g. self-employed.

If the principal employer is not responsible for settling Rowanmoor's fees these will be paid from SSAS assets. In these circumstances we require a minimum of £3,000 in cash, or other realisable assets, to be held within the SSAS at all times to meet ongoing charges.

Name			
Registered Office (if applicable)			
	Postcode		
Telephone Number (inc. area code)		Fax Number (inc. area code)	
Email Address			
Trading Address (if different from above)			
	Postcode		
Telephone Number (inc. area code)		Fax Number (inc. area code)	
Email Address			
Employer Status			
Nature of Business			
Employer Year End	D   D   M   M	Registration Number (if applicable)	
Corporation Tax District		Ref	
PAYE District		Ref	

Will the principal employer be responsible for Rowanmoor's fees?  YES  NO

If 'YES' fee invoices will be sent to the trading address unless otherwise directed in the notes section on page 9.

## Trustee adviser details

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

Please advise if scheme correspondence is to be sent to the adviser's address, the principal employer's trading address shown above, or the member's residential address given on page five.

**Adviser** (if appropriate)

Contact Name			
Company Name			
Address			
	Postcode		
Telephone Number (inc. area code)		Fax Number (inc. area code)	
Email Address			
Regulated by			
Authorisation Number			

Adviser  Member  Principal employer

## Initial contribution details

Please provide details of the proposed first contribution for the member.

If the member has benefits which are subject to enhanced protection or fixed protection, the protection will be lost if a contribution is paid by/for them.

Please ensure you seek independent advice from your professional adviser before paying contributions into the scheme.

**Please DO NOT attach any contribution cheques as they cannot be accepted until the scheme has been registered with HMRC.**

Once the scheme has been registered we will provide you with bank account details to enable any contributions to be made.

Amount

## Investments

It helps us to provide a smooth administration service if we are aware of the types of investment you are considering within the first 12 months.

## Adviser fee agreement

The arrangement fee is a one-off payment in respect of advice on the establishment of the SSAS.

The ongoing fee, if applicable, is payable each year for advice and ongoing involvement in the operation of the SSAS. It is payable on receipt of an appropriate invoice, 30 days from the scheme annual renewal date.

Adviser fee payments are made from the SSAS trustee bank account. Payment will only be made if the scheme bank account has sufficient funds to meet all known imminent investment transactions, benefit payments and SSAS charges.

Arrangement Fee

Ongoing Fee

p.a.

## Employer's declaration

This is our standard Application Form 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.

### How we use your information

The information on this form and any supplementary information provided by you and/or your nominated advisers, now or in the future, will be used by Rowanmoor to:

1. set up and administer the SSAS;
2. send information relating to the SSAS to the member trustee of the scheme;
3. provide statistics for marketing/new business analysis by Rowanmoor or its agents;
4. give essential information about your SSAS to others (for example, investment providers, regulatory authorities or your agents such as your financial adviser or investment manager) if necessary to run your SSAS and for legal or regulatory purposes.

Information about you will be kept after your account is closed.

To be signed by two directors or a director and company secretary (or sole director, if detailed in the Memorandum and Articles of Association), of the principal employer if they are a limited, limited by guarantee or unlimited company.

If signed by a sole director, please provide a copy of the Memorandum and Articles of Association of the principal employer.

On behalf of the Principal Employer we agree to establish the SSAS and have signed the Interim Deed.

We confirm we are acting in accordance with the Memorandum and Articles of Association of the Company or Partnership Agreement.

We request Rowanmoor Executive Pensions Limited to provide the necessary documentation to establish the scheme and provide the member 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 Executive Pensions Limited reserves the right to charge a minimum of £250 + VAT.

We agree to Rowanmoor Executive Pensions Limited opening a Trustee bank account with Rowanmoor Trustees Limited's designated bank to which all payments into the SSAS will be made. We understand Rowanmoor Trustees Limited will be sole signatory to the account.

We confirm we understand that once a contribution has been made to a scheme, it cannot be returned without incurring a tax charge.

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

We understand to comply with Money Laundering Regulations, Rowanmoor Executive 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 Executive 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

## Member details

Please ensure you have provided instructions on where scheme correspondence is to be sent, on page two.

The Unique Taxpayer Reference is only issued by HMRC when you register for self-assessment.

If you have multiple nationalities/citizenships please use the notes section on page 9.

If you have already received pension benefits you may have triggered a Money Purchase Annual Allowance test.

Please provide a copy of the statement issued by the scheme Administrator, of the scheme which triggered this event, confirming the date of the first payment.

## Nomination of beneficiaries

In the event of your death, please confirm the percentage split of any benefits you wish to be paid to your nominated beneficiaries.

The independent trustee will consider the wishes expressed opposite but shall not necessarily be bound by these. This will include offering the named dependant/beneficiary the option of a drawdown income or a lump sum. Where you wish the trustee to consider only offering a lump sum or drawdown, please notify us in writing. If you do not complete this section the trustee will exercise their full discretion as to whom your benefits should be paid. This may include payment to your estate. Death benefits paid to a beneficiary are usually not liable to inheritance tax.

You may change your nominated beneficiaries in writing at any time. We will keep this information confidential.

If you wish to nominate a charity/charities this should be done now as it cannot be left to the independent trustee's discretion.

If you need to provide further information please use the notes section on page 9.

Should you require further information please seek financial advice from a suitably qualified professional.

Title	<input type="text"/>	
Forename(s)	<input type="text"/>	
Surname	<input type="text"/>	
Permanent Residential Address	<input type="text"/>	
	<input type="text"/>	
Country	<input type="text"/>	Postcode <input type="text"/>
Telephone Number (inc.area code)	<input type="text"/>	
Email Address	<input type="text"/>	
National Insurance Number	<input type="text"/>	<input type="checkbox"/> Male <input type="checkbox"/> Female
Unique Taxpayer Reference	<input type="text"/>	
Nationality/Citizenship	<input type="text"/>	
Occupation	<input type="text"/>	
Date of Birth	<input type="text"/>	
Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married/Civil Partnership <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Spouse's/Civil Partner's Date of Birth	<input type="text"/>	
Are you subject to the Money Purchase Annual Allowance?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
If 'YES' please confirm the date the first payment occurred	<input type="text"/>	

Should there be an entitlement to a lump sum payment or beneficiary's pension(s) I wish the payment(s) to be made as follows:

Name of dependant/beneficiary	Relationship	%
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

### Nomination of a charity

In the event of there being no surviving financial dependant the part of your fund not payable to a nominated beneficiary, as listed above, may instead be paid to a charity. If you wish to nominate a charity/charities please give the name(s) below.

Name of charity	%
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## Benefits from other schemes

Please provide details of the benefits you have in other pension arrangements.

Transfers and assignments to the SSAS can only be made once the scheme has been registered with HMRC.

If you have more than one pension arrangement please photocopy this page for each additional pension plan and complete and sign each sheet. This will give us the authority required to contact the provider about all of your pension benefits.

You should seek financial advice, from a suitably qualified adviser, before making any transfers or assignments.

A fund has been crystallised if any benefits have been taken, including pension commencement lump sum. We cannot accept a partial transfer of crystallised funds.

If 'YES' to 'all assets' or 'some assets', please provide a list of assets you wish to transfer 'in specie' in the notes section on page 9. 'In specie' transfer of assets can be a complex process involving several different parties and may take some time to complete. We reserve the right to make enquiries before proceeding with a transfer.

We will need to take any Pension Sharing or Pensions Earmarking Order into account when calculating your retirement benefits. If you answer 'YES' we reserve the right to make enquiries before proceeding with a transfer.

Some benefits, which are subject to protection of existing rights, may be lost if they are transferred or assigned to your SSAS. Please ensure you seek financial advice on matters relating to the protection of existing rights.

### Provider's full name and address

Name		
Address		
Telephone Number (inc. area code)		Fax Number
Email Address		
Plan/Scheme Type		
Is this an occupational scheme?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Plan/Scheme Name (in full)		
Plan/Scheme Number (in full)		
Pension Scheme Tax Reference		
Value of fund	£	

Do you wish to transfer this pension arrangement into your SSAS?  YES  NO

Does this represent the full value of the current plan/scheme?  YES  NO

Have any funds been crystallised?  YES (all funds)  YES (some funds)  NO

If 'YES' please confirm how they were crystallised  Capped Drawdown  Flexi-Access Drawdown  Scheme Pension  Other (please specify)

Is the transfer part of a block transfer?  YES  NO

Do you want to transfer assets 'in specie'?  YES (all assets)  YES (some assets)  NO

Is the current plan/scheme subject to any existing or proposed trustee in bankruptcy orders, or earmarking, or pension sharing orders or other receiving orders?  YES  NO

Is the pension subject to any protection of existing rights?  YES  NO

If 'YES' please indicate what type:  Tax-Free Lump Sum  Enhanced Protection  Primary Protection  Member Pension Age  Lump Sum Death Benefit  Pension Credit Rights  Fixed Protection 2012  Fixed Protection 2014  Fixed Protection 2016  Individual Protection 2014  Individual Protection 2016

Does the plan contain any guaranteed annuity rates or guaranteed minimum pension rights?  YES  NO

### Transfer authority

I authorise and instruct you to transfer sums and assets from the plan(s) as listed in the 'benefits from other schemes' section of this application directly to Rowanmoor Executive Pensions Limited and to provide any instructions and/or discharge required by any relevant third party to do so.

I authorise you, the provider named above and any financial intermediary named in this application to obtain from each other, and release to each other, any information that may be required to enable the transfer of sums and assets to Rowanmoor Executive Pensions Limited.

I authorise you, the provider named above and any employer paying contributions to any of plans as listed in the 'benefits from other schemes' section of this application to obtain from each other, and release to each other, any information that may be required to enable the transfer of sums and assets to Rowanmoor Executive Pensions Limited.

Until this application is accepted and complete, Rowanmoor Executive Pensions Limited's responsibility is limited to the return of the total payment(s) to the provider named above.

When payment is made to Rowanmoor Executive Pensions Limited as instructed this means that I shall no longer be entitled to receive pension benefits from the whole of the plan(s) listed in the 'benefits from other schemes' where the whole of the plan(s) is transferring or that part of the plan(s) represented by the payment(s) if only part of the plan(s) is transferring.

I accept responsibility in respect of any claims, losses, expenses, additional tax charges or any penalties that Rowanmoor Executive Pensions Limited and the provider named above may incur as a result of any incorrect, untrue or misleading information in this application or given by me, or on my behalf, or of any failure on my part to comply with any aspect of this application. This includes where I have been asked to provide any original policy document(s) in return for the transfer of funds and I am unable to do so.

Please sign the transfer authority.

Signature	
Print Name	
Date	DDMMYY

## Member consent

Rowanmoor Executive Pensions Limited may want to contact you occasionally by post or email to let you know about other products and services available from us, or to forward your contact details to another firm associated with the Embark Group Limited of which Rowanmoor is part. Please indicate your preferences by ticking the relevant boxes.

I consent to Rowanmoor Executive Pensions Limited contacting me about other products and services.

YES  NO

I consent to Rowanmoor Executive Pensions Limited passing my contact details to other subsidiaries within Embark Group Limited, for them to contact me about their products and services.

YES  NO

You can withdraw this consent or change this instruction at any time. Our contact information is detailed on the last page of this document.

If you have answered 'yes' to any of the above, please confirm how you would prefer to be contacted.

I would prefer to be contacted by email using the email address provided on page 5

I would prefer to be contacted by post

Signature

Print Name

Date

## Member's declaration

This is our standard Application Form 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.

### How we use your information

The information on this form and any supplementary information provided by you and/or your nominated advisers, now or in the future, will be used by Rowanmoor to:

1. set up and administer the SSAS;
2. send information relating to the SSAS to you or your advisers;
3. provide statistics for marketing/new business analysis by Rowanmoor or its agents;
4. give essential information about your SSAS to others (for example, investment providers, regulatory authorities, or your agents such as your financial adviser or investment manager) if necessary to run your SSAS and for legal or regulatory purposes.

Information about you will be kept after your account is closed.

I confirm that by completing this application, I agree to become a member of this Employer's Small Self-Administered Scheme and to be bound by the Trust Deed and Rules.

I authorise my previous company, any insurer or other pension provider and HMRC to disclose to Rowanmoor Executive Pensions Limited any details they request about the benefits provided for me.

I agree to the appointment of Rowanmoor Executive Pensions Limited as independent trustee and Rowanmoor Executive Pensions Limited as scheme Administrator.

I confirm the information provided in this application is true and correct to the best of my knowledge.

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

Signature

Print Name

Date

## Group privacy policy

Rowanmoor, trading as Rowanmoor Executive Pensions Limited will collect personal information about you such as your name and address ('Personal Data'). Rowanmoor Executive 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.



Notes

# Identity Verification Certificate

To be completed by a regulated UK or EU Intermediary when introducing retail sector business.

Please complete a separate certificate for all parties to the contract (e.g. joint applicants, trustees, settlors and third parties) where you have been required to undertake identification.

Name of Applicant*/Trustee*/ Third Party* (in full) *Delete as applicable	<input type="text"/>		
Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Country	<input type="text"/>	Postcode	<input type="text"/>
If this individual has changed address in the last three months please give the previous address here.	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Country	<input type="text"/>	Postcode	<input type="text"/>

**I/We certify that:**

- a) the information given above was obtained by me/us in relation to this individual;
- b) the evidence I/we have obtained to identify the customer  
**please tick one box only**
  - meets the guidance for standard evidence set out within the guidance for the UK Financial Sector issued by the JMLSG; **or**
  - exceeds the standard evidence (written details of the further verification evidence taken are attached to this certificate);
- c) upon request I/we will supply you with evidence of the identity of this individual.

To be signed by **either**

Name of Regulated Firm	<input type="text"/>
Regulator's Name and Reference Number	<input type="text"/>
<b>or</b>	
Name of Regulated Individual*	<input type="text"/>
Regulator's Name and Reference Number	<input type="text"/>

Signed (original signature required)	<input type="text"/>	COMPANY STAMP
Name	<input type="text"/>	
Position	<input type="text"/>	
Date	<input type="text"/>	

\*Regulated individuals are not permitted to self-certify.

# Corporate Verification Certificate

To be completed by a regulated UK or EU Intermediary when introducing retail sector business. Please complete a separate certificate for all employers participating in the scheme.

## Employer's Details

Company Name		
Type of Entity (Ltd Co, Partnership, plc)	Registered Number (if applicable)	
Registered Address		
Country	Postcode	
Nature of Business		

Names (and dates of birth if known) of individuals who exercise control over the management of the company. <b>Identity Verification Certificates will be required for each individual named in this section.</b>		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y

Names (and dates of birth if known) if principal beneficial owners (i.e. over 25%). <b>Identity Verification Certificates will be required for each individual named in this section.</b>		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y
		Date of Birth	D   D   M   M   Y   Y

## I/We certify that:

- a) the information given above was obtained by me/us in relation to this customer;
- b) the evidence I/we have obtained to identify the customer  
**please tick one box only**
  - meets the guidance for standard evidence set out within the guidance for the UK Financial Sector issued by the JMLSG; **or**
  - exceeds the standard evidence (written details of the further verification evidence taken are attached to this certificate);
- c) upon request I/we will supply you with evidence of the identity of this organisation.

## To be signed by either

Name of Regulated Firm	
Regulator's Name and Reference Number	
<b>or</b>	
Name of Regulated Individual	
Regulator's Name and Reference Number	

Signed (original signature required)		COMPANY STAMP
Name		
Position		
Date	D   D   M   M   Y   Y	

**Find Interim Deed on the next page.**



Head Office and Salisbury Administration Centre  
Rowanmoor House  
46-50 Castle Street  
Salisbury SP1 3TS // [rowanmoor.co.uk](http://rowanmoor.co.uk)

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Rowanmoor is a trading name of the following three companies, Rowanmoor Executive Pensions Limited registered number 05792242, Rowanmoor Personal Pensions Limited registered number 02268900 and Rowanmoor Trustees Limited registered number 01846413. The registered office for each of these three companies is Rowanmoor House, 46-50 Castle Street, Salisbury, SP1 3TS. The three companies are also wholly owned subsidiaries of Embark Group Limited. Rowanmoor Personal Pensions Limited is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 458260. The provision and administration of Small Self-Administered Schemes (SSAS) and trustee administration are not regulated by the FCA. Therefore, Rowanmoor Executive Pensions Limited and Rowanmoor Trustees Limited are not regulated by the FCA in relation to these schemes or services.

**If you require this document in audio, large print or Braille format, please telephone 03445 440 550 or fax 03445 440 500.**

# Interim Deed

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

## Between

- (1) Rowanmoor Trustees Limited (No. 1846413) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (Independent Trustee);
- (2) .....  
(No. ....) whose registered office is at .....  
.....  
(Principal Employer); and
- (3) Rowanmoor Executive Pensions Limited (No. 5792242) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (Administrator).

## Whereas

- (A) The Principal Employer wishes to establish a pension scheme to be known by the name set out in the Schedule, under irrevocable trust to commence on the Commencement Date and to provide pension and lump sum benefits for or in relation to such employees of the Principal Employer as are admitted to membership of the Scheme.
- (B) It is intended that the Scheme will be a registered pension scheme within the meaning of section 150(2) of the FA 2004.
- (C) Scheme benefits are to be provided by:
  - 1) contributions to be made by the Principal Employer in respect of Members in or formerly in the Service of the Principal Employer;
  - 2) contributions made by Members, if any; and
  - 3) any cash sums or assets which shall be transferred or assigned to the Trustees by the trustees or managers of any other retirement benefits arrangement.
- (D) The Independent Trustee shall be the first trustee of the Scheme.
- (E) The Administrator shall be the first administrator of the Scheme within the meaning of section 270 of the FA 2004.

## It is agreed

### 1 Definitions and Interpretation

- 1.1 Words and expressions used in this Interim Deed shall have the following meanings:
  - 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 for 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. It includes (but is not limited to) contributions from the Principal Employer, assets accepted or acquired by the Trustees for the Scheme and any resulting investment gains, returns or interest. This expression includes where appropriate any part of the Fund
  - Member** means save as otherwise provided a person who has joined the Scheme in accordance with clause 6 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 pension scheme established by this Interim Deed. The name of the Scheme is set out in the Schedule
  - Scheme Administrator** has the same meaning as in section 270 of the FA 2004
  - 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 Principal Employer 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 the purpose of the Scheme shall be to provide lump sum and pension benefits for and in respect of persons (including directors) who are or have been in the service of the Principal Employer (or in the service of such other employers as may in future be admitted to participation in the Scheme pursuant to powers to be contained in the definitive documentation to be executed in relation to the Scheme) and who have been admitted to membership of the Scheme in accordance with its governing provisions from time to time in force.
- 2.2 The Scheme shall be operated and administered in a manner which enables Registration to be obtained and maintained.
- 2.3 The Principal Employer 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 comply with any requirements necessary to maintain Registration of the Scheme.
- 2.4 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 Principal Employer has agreed to transfer or deliver to the Trustee or otherwise place under the trustee's control the sum of at least £1 as an initial contribution to the Fund to hold on irrevocable trust. The Principal Employer may make such further contributions as the Trustees agree to accept.

### 4 Appointment and Removal of Trustees

- 4.1 The Principal Employer appoints the Independent Trustee to be the first Trustee and to hold the Fund upon irrevocable trust and the Independent Trustee consents to be so appointed.
- 4.2 The Independent Trustee 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 Principal Employer appoints the Administrator to be the first Scheme Administrator and the Administrator consents to its appointment.
- 5.2 The Independent Trustee may by deed appoint and remove any Scheme Administrator.
- 5.3 The appointment of the Scheme Administrator shall be on such terms and conditions (including as to remuneration) as may be agreed between the Principal Employer and the Scheme Administrator from time to time. The fees charged by the Scheme Administrator shall be an expense of the Scheme.

### 6 Terms of Membership of the Scheme

- 6.1 A person shall be eligible to join the Scheme on the invitation of the Principal Employer subject to the agreement of the Independent Trustee. Membership shall be on such terms as the Principal Employer shall with the agreement of the Independent Trustee determine.
- 6.2 No person is to be admitted to, remain in or be excluded from membership if this would prejudice Registration.

### 7 Investment

- 7.1 Without prejudice to the generality of clause 7.2, investments may be made within or outside the United Kingdom whether or not:
  - (a) involving a liability on the Fund;
  - (b) producing income; or
  - (c) of a wasting or reversionary nature.
- 7.2 Subject to clause 8 the Trustees shall have the same full and unrestricted powers of investment as if they were absolutely and beneficially entitled to the Fund.

### 8 Restrictions on investment

The Trustees shall exercise their powers under clause 7 in a manner which they are 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 Trustees may by deed with the consent of the Principal Employer alter, add to, delete or replace all or any of the trusts, powers and provisions of the Scheme, including this clause 9 with effect from the date specified in that deed (whether that date is retrospective, immediate or prospective).
- 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 Scheme Administrator may wind up the Scheme. If the Scheme Administrator 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 Principal Employer 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 Administrator's standard form pension scheme documentation for occupational pension schemes, which the Scheme Administrator shall ensure includes provisions to appoint the initial Members of the Scheme as trustees.
- 10.3 Any dispute as to what constitutes the Administrator'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 Administrator whose determination shall be final and binding.
- 10.4 The Scheme Administrator'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 schedule

The name of the scheme is .....

Executed as a deed by .....

**Principal Employer**

acting by two directors or by a director and its secretary

.....

**Director**

..... **Director/Secretary**

**OR**

sole director if permitted by the Memorandum and Articles of Association  
in the presence of a witness

.....

**Sole Director**

**In the presence of**

.....

**Witness Signature**

.....

**Print Name**

.....

**Address**

.....

.....

**Occupation**

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

.....

**Authorised Signatory**

.....

**Authorised Signatory**

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

.....

**Authorised Signatory**

.....

**Authorised Signatory**