

FAMILY PENSION TRUST

INSTALLATION QUESTIONNAIRE

FAMILY PENSION TRUST INSTALLATION QUESTIONNAIRE

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.

Name of Scheme:

Number of Members:

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

Installation Questionnaire

Pages three to seven. To be completed and signed by the chairperson and the member trustees.

Member Questionnaire

A separate Member Questionnaire should also be completed for each member.

Adviser Fee Agreement

Pages eight to eleven. 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.

1. 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:

Firm Name: (If applicable):

Firm's Address:

Postcode:

Telephone:

Email:

2. 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:

Print Name:

Print Name:

Print Name:

3. 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:

4. 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:

[Empty text box for 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:

[Empty text box for Reason for this fund]

5. 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.

Financial Adviser

Contact Name:

Company Name:

Address:

Postcode:

Telephone:

Email:

Regulated by:

Authorisation Number:

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

Yes

No

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

Name of Network or Principal:

Regulated by:

Company Authorisation Number:

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

Yes

No

The trustees can appoint an investment adviser.

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

Investment Adviser

Contact Name:

Company Name:

Address:

Postcode:

Telephone:

Email:

Regulated by:

Authorisation Number:

6. ACCOUNTANT DETAILS

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

Contact Name:

Accountancy Firm's Name:

Address:

Postcode:

Telephone:

Email:

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.

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

7. 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: | D | D | M | M | Y | Y | Y | Y |

Signature: 

Print Name:

Position:


Date: | D | D | M | M | Y | Y | Y | Y |

Signature: 

Print Name:

Position:

Date: | D | D | M | M | Y | Y | Y | Y |

Signature: 

Print Name:

Position:

Date: | D | D | M | M | Y | Y | Y | Y |

8. OUR PRIVACY NOTICE

Our Privacy Notice contains information in respect of the personal data that we collect about you. This is available from our website, rowanmoor.co.uk/privacy-notice or in hard copy by emailing enquiries@rowanmoor.co.uk.

Please note that questions, comments and requests regarding our Privacy Notice are welcomed and should be addressed to enquiries@rowanmoor.co.uk.

Please read this information carefully before submitting your application to us. By signing the application, you consent to the use of your personal information for the purposes and on the terms set out within our Privacy Notice. You have the right to withdraw consent at any time.

Alternatively, please telephone **01722 443 742** or write to us, **Rowanmoor, Rowanmoor House, 46-50 Castle Street, Salisbury SP1 3TS.**

9. 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.

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

This adviser fee agreement relates to the financial adviser named on page two 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 on the next page).

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

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.

Initial fee for arranging the scheme: £

To be paid following scheme establishment

or date | D | D | M | M | Y | Y | Y | Y |

Annual Fee: £

To be paid on the scheme anniversary

or date | D | D | M | M | Y | Y | Y | Y | and annually thereafter

B. 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.

Initial fee for arranging the scheme: £

To be paid following scheme establishment

or date | D | D | M | M | Y | Y | Y | Y |

Annual Fee: £

Percentage of total fund %

or specific investments

Please list the specific investments (if applicable):

9. ADVISER FEE AGREEMENT (CONTINUED)

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: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

Signature: [pen icon]
Print Name:
Date: | D | D | M | M | Y | Y | Y | Y |

9. ADVISER FEE AGREEMENT (CONTINUED)

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.

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: _____

Signature*:  _____

Company Stamp

Print Name: _____

Position: _____

Date: | D | D | M | M | Y | Y | Y | Y |

*Original signature required.

10. NOTES

11. INTERIM DEED

Relating to the

Pension Trust

This Interim Trust Deed is made on: | LEAVE BLANK |

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.

11. INTERIM DEED (CONTINUED)

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.

11. INTERIM DEED (CONTINUED)

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:  _____



 01722 443 753

 Rowanmoor House, 46-50 Castle Street,
Salisbury SP1 3TS

 enquiries@rowanmoor.co.uk

 rowanmoor.co.uk

Rowanmoor Group Limited, company registration number 13526862 and with a registered office at Rowanmoor House, 46-50 Castle Street, Salisbury SP1 3TS, is the parent company for all companies in the Rowanmoor Group. Three of these companies trade under the trading name Rowanmoor. Those three companies are Rowanmoor Executive Pensions Limited, registered number 05792242; Rowanmoor Personal Pensions Limited, registered number 02268900; and Rowanmoor Trustees Limited, registered number 01846413. Rowanmoor Personal Pensions Limited is authorised and regulated by the Financial Conduct Authority (FCA) under FCA register number 458260. Rowanmoor Executive Pensions Limited provides Small Self-Administered Scheme services and Rowanmoor Trustees Limited provides trustee services; neither of these services are regulated activities and so neither company are authorised by the FCA.