

Terms and Conditions of City Private Pension

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Schedule 1 - Definitions

The City Private Pension Terms and Conditions for pension administration provided by City Pensions Limited.

1. Introduction

This document sets out the Terms and Conditions for the services provided to you by City Pensions Ltd in relation to the administration of your Self Invested Pension Plan (SIPP).

When you take out your SIPP you become a member of the City Private Pension (“the Scheme”) registered with Her Majesty’s Revenue and Customs (HMRC) under Chapter 2 of Part 4 of the Finance Act 2004 and subsequent amendments.

City Pensions Ltd is the Scheme Administrator and carries out the management of the scheme. City Trustees Ltd is the Trustee of the Scheme. Its role as trustee is limited to holding investments of the Scheme, to the order of the Scheme Administrator.

City Trustees Ltd and City Pensions Ltd are both incorporated in England under registration numbers 03143448 and 04785856 respectively.

City Pensions Ltd is authorised and regulated by the Financial Services Authority, the registered number is 463093. City Trustees Ltd does not conduct any regulated activities and is therefore does not require to be regulated.

Please refer to Schedule 1 at the back of this document for definitions and an explanation of the abbreviations used in this document

City Pensions Ltd provides the following services:

- Maintenance of administrative records and appropriate systems to establish and administer your SIPP.
- Maintenance of administrative records and systems to receive Contributions, Transfers and pay benefits as appropriate.
- Recovery of administrative records and systems to receive contributions, transfers and pay benefits as appropriate.
- Recovery of basic rate tax on contributions paid by you.
- Recovery of any allowable tax deducted at source on investment income received by your SIPP.
- Production and issue of certificates to verify Contributions paid
- Dealing with day to day general correspondence and telephone enquiries and
- Any additional services that may be requested from time to time to administer the Scheme and comply with HMRC or any other regulatory requirements.

Amendments

City Pensions Ltd reserves the right to amend or supplement these Terms and Conditions from time to time upon 30 days notice. This notice can be via e mail or post sent to the last known address held by City Pensions Ltd. Such changes will take effect from the date stated in the notification.

During this notification period transfer out fees will not increase. Any transfer out that is taking place at this time will be subject to the existing transfer out fees.

City Pensions Ltd will generally only alter its terms and conditions for the following reasons:

- Significant changes in pension or other relevant UK or European legislation.
- Significant changes in the regulatory regime or reporting requirements
- Changes in how different investment markets may work which may impact on the operation of your SIPP.
- Changes in investment dealing or administration which may impact on the operation of your SIPP
- To avoid cross subsidisation between individual member funds where the provisions of certain services is being changed on an uneconomic basis
- Changes in ownership of its business or how it operates
- To reflect changes in how the internet operates and
- To remedy manifest errors.

2. Application and Membership

Applications for membership to the scheme must be made in a form determined by us. Membership will only commence upon notification by us to you following:

- (a) receipt and our acceptance of a Contribution or Transfer; and
- (b) satisfactory completion of verification of identity checks

We may decline an application, Contribution or Transfer at our absolute discretion.

On becoming a member you agree to be bound by these Terms and Conditions and the Scheme Rules, as amended from time to time. In particular, you agree that you will not require, nor attempt to require the withdrawal of funds held under your SIPP other than in accordance with the Scheme rules. In the event that an unauthorised payment is made in respect of your SIPP, you agree to us deducting from your SIPP the amount of any Scheme sanction charge or other charge levied by HMRC on City Trustees Ltd and/or City Pensions Ltd, in order to pay that charge to HMRC. If there are insufficient funds held in your SIPP, you agree to pay us the amount by which the charge exceeds the value of your SIPP in the event that HMRC pursue us for this amount, or to pay the outstanding amount direct to HMRC.

On becoming a Member we will classify you as a “retail client” for the purpose of the FSA rules. This classification provides the highest level of protection under the FSA rules.

3. Contributions and Transfers

Payment of Contributions and Transfers may only be made in such form and manner as determined by us in our absolute discretion.

Either you or your Independent Financial Advisor will be responsible for initiating and co-coordinating the processing of all transfers from other registered pension schemes and we can not be held responsible for any delays in the receipt of such

transfers. In the event of an inadvertent or erroneous Transfer being made to your SIPP we reserve the right, at our discretion to make a refund of the Transfer with further authority from you.

Where you have made a contribution that is subsequently refunded (for any reason), you acknowledge that the refund may be less than the amount originally paid. The reduction may be as a result of our SIPP Administration charges: tax, charges or interest applied by the HMRC or the performance of investments held within your SIPP.

You are responsible for ensuring that all Contributions are within allowable limits for tax relief and other tax privileges. City Trustees Ltd and City Pensions Ltd accepts no responsibility for any interest claimed by HMRC on the repayment of any overpaid tax relief. Any such repayment and interest will be paid to HMRC from your SIPP.

If contributions are paid by direct debit or standing order, there may be a delay of up to five days or more between the date the payment leaves the payers account and it reaching your SIPP Bank account. We will not accept any liability for loss caused as a result of this delay.

4. Acceptance and Authorisation

We will notify you when your SIPP application has been processed and you have been accepted as a member.

Where the application for membership of the Scheme is made by a legal guardian on behalf of a person under the age of 18 all authority to operate your SIPP will rest with

the legal guardian until such time as you reach 18 years of age at which time all authority will automatically pass to you.

5. SIPP Administration Charges

We will use our reasonable endeavors to ensure that the charges for the City Private Pension are transparent and simple to understand. The SIPP charges are detailed in a separate document "SIPP Fees", which is available on request.

All SIPP charges can be paid by your SIPP or by a personal cheque. We will send you an invoice for payment and if payment is not received at the end of the 30 day notification period we will automatically deduct the funds from your SIPP Bank account. Where there are insufficient funds, we will deduct the maximum proportion of our fee from your SIPP bank account and reserve the right to pursue you for the remaining monies. City Pensions Ltd reserves the right to pursue you personally for this amount.

In addition to our administration charges there are bespoke charges for additional services such as property purchase or non standard investments. These bespoke charges are listed in our bespoke fee schedule available on request and must be paid by your SIPP.

Audit Bank Account

There is no charge levied on you for establishing or maintaining the Individual SIPP bank account. City Pensions Ltd may receive payments from time to time from the bank for introducing business and further information about this is available from City Pensions Ltd.

6. Personal Information

City Pensions Ltd may use Personal Information and store it on our systems to administer your SIPP.

City Pensions Ltd may pass Personal Information relating to you to the SIPP audit bank or product providers for the purpose of administering your SIPP and verifying your identity.

We are registered under the Data Protection Act 1998 for the handling and processing of Personal Information and shall comply at all times with that Act. We will procure that the database containing this information is constantly updated and protected against unauthorised entry and that Personal Information is kept strictly confidential and will not be passed to any third party for marketing purposes without your written consent.

We may disclose Personal Information if we are required to do so by law or are requested to do so by the FSA or any other relevant regulatory authority in any country.

You are entitled to see all personal data relating to you, which is held on any database controlled by us. A charge as provided by the Data Protection Act 1998 will be made if you use this service. This charge is currently no greater than £10 per request.

By taking out the City Private Pension you freely consent to the processing and disclosure of Personal Information.

7. Exemption from liability

In accepting these Terms and Conditions you agree to indemnify us and our employees against all costs, claims and expenses, tax charges, demands and losses whatsoever that we and our employees may suffer or incur in exercising our lawful duties and responsibilities or performing our function in relation to your SIPP. This indemnity will remain in force not withstanding that you transfer your SIPP benefits to another registered pension scheme.

We shall not be liable for any losses caused by the acts or omission of any person beyond our control including but not limited to industrial disputes, the act or regulations of an governmental or other body, breakdown or failure or malfunction of any telecommunications and computer equipment or service failure.

We should point out that e mail messages may not be secure and may be intercepted by third parties. We would therefore advise you of the hazards of this medium before you contact us via this route. Neither City Trustees Ltd, nor City Pensions Ltd can accept any responsibility for any disclosure of Personal Information as a result of this form of communication.

8. General Information

Our services are subject to legislation and regulation in the UK. Our services are therefore primarily marketed and target at consumers in the UK.

These Terms and Conditions are in addition to the Scheme Rules and in the event of any conflict between the provisions of these Terms and Conditions and the Scheme Rules, the Scheme Rules will take precedence. A copy of the Scheme Rules is available upon request.

We will use reasonable endeavors to transfer tax relief to your SIPP Bank account by the end of the next working day of receipt from HMRC.

You acknowledge and agree that any software used in connection with your SIPP contains proprietary and confidential information belonging to City Pensions Ltd and it is protected by applicable Intellectual Property Rights and other laws.

If any of the terms included in these Terms and Conditions is held by a competent authority to be unenforceable or invalid, in whole or in part, the validity of the other

provisions of these Terms and Conditions and the remainder of the term in question shall not be affected by such invalidity.

These Terms and Conditions of business shall be deemed to have been made in England and shall be construed and the rights and liabilities of the parties determined in accordance with the laws of England and Wales.

9. Termination

If you wish to terminate your contract with us you must provide notice to us in writing and provide the transfer form to enable us to transfer your funds. We will charge on a time cost basis to administer the transfer. These Terms and Conditions, as amended from time to time, will continue to apply until your membership of the Scheme is terminated. All charges and fees due up to the date of transfer must be paid before we will release the monies to the new provider.

SCHEDULE 1

Definitions

For the Purposes of these Terms and Conditions only the following definitions shall apply:

“Agreement” means these Terms and Conditions

“Bank” Means Bank of Scotland or such other bank as may be determined from time to time by us at our absolute discretion.

“Business Day” means a day on which banks in England and the London Stock Exchange are open for business, except for weekends and Public/Bank holidays

“Contribution” means a payment by you or someone on your behalf (including tax relief thereon) or by your employer to your SIPP by way of a single or regular payment.

“FSA” Financial Services Authority or any other body who carries out day to day duties on its behalf or who from time to time exercises regulatory authority in relation to the operation of personal pension schemes or share dealing in the United Kingdom and the “FSA Rules” shall be defined accordingly.

“HMRC” means Her Majesty’s Revenue and Customs

“LSE” means the London Stock Exchange

“Member” anyone who has been accepted as us as a member of the Scheme

“Permitted Investments” means such investment permitted by HMRC and as we agree, in our absolute discretion, from time to time.

“Personal Information” means personal information relating to you and your SIPP that is required to establish and maintain your SIPP

“Scheme” means the registered pension Scheme known as the City Private Pension established under trust deed and registered with HMRC

“Scheme rules” means the trust deed and rules for the Scheme as may be amended from time to time

“SIPP” means a Self Invested Personal Pension.

“SIPP Administration Charges” means the fees and charges payable for the administration of your SIPP set out in the SIPP Fees document.

“Transfer” means the transfer of benefits from any UK registered pension scheme

“UK” means the United Kingdom of Great Britain and Northern Ireland

“We/us/our” means the City Pensions Ltd

“You” means a person who has been accepted as a Member of the scheme and “your” shall be construed accordingly

“Your SIPP” means the pension arrangement, or arrangements established for you under the “Scheme” and includes the assets held on your behalf of your SIPP whether they be represented by cash or other permitted investments.