



HERITAGE PENSIONS

ESTABLISHER APPLICATION FORM

PLEASE RETURN THIS FORM TO:

Heritage Pension Administration Limited
6 Doolittle Mill
Froghall Road
Amphill
Bedfordshire
MK45 2ND

CONTENTS

SECTION	INTERNAL USE
1 Scheme Details	
2 Principal Employer Details	
3 Additional Participating Employer	
4 Financial Adviser Details	
5 Accountant (if applicable)	
6 Scheme Contact	
7 Initial Contributions	
8 Investment Strategy	
9 Fee Agreement	
10 Companies Declaration	
11 Confirmation of Verification of Identity for Corporate Non Personal Entity	

Important Information

Please arrange for the Directors (or authorised signatories) to sign on behalf of the company on page 5 if adviser remuneration has been agreed.

Please arrange for the Directors (or authorised signatories) to sign on behalf of the company on page 11.

Please arrange for a regulated firm e.g. Financial Adviser to sign on page 13.



1 Scheme Details

Name of SSAS

Number of initial members

A separate member application form must be completed for each member

2 Principal Employer Details

Company name

Correspondence address

 Postcode

Registered address
if different

 Postcode

Telephone numbers

Office Fax

Email address

Registration number

Nature of business

Is the company registered for tax with HMRC

Yes

No

VAT registration number
if applicable

Corporation tax reference
(if company)

Partnership tax reference
(if LLP or Partnership)

PAYE reference

Unique Taxpayer Reference
(10 digit number)

Number of people employed
in the business



3 Additional Participating Employer

Is any employer other than the Principal Employer to participate in the SSAS?

Yes

No

If Yes, please complete the following:

Company name

Relationship to principal employer

Correspondence address

Postcode

Registered address if different

Postcode

Telephone numbers

Office

Fax

Email address

Registration number

Nature of business

Is the company registered for tax with HMRC

Yes

No

VAT registration number if applicable

Corporation tax reference (if company)

Partnership tax reference (if LLP or Partnership)

PAYE reference

Unique Taxpayer Reference (10 digit number)

Number of people employed in the business



4 Financial Adviser Details

Please give details of the Financial Adviser who will provide advice to the Member Trustees.

(Heritage Pension Administration Limited and Heritage Trustees Limited do not provide financial or investment advice.)

Name of financial adviser	<input type="text"/>		
Company	<input type="text"/>		
FCA authorisation number	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone numbers	Office	<input type="text"/>	Mobile <input type="text"/>
	Fax	<input type="text"/>	
Email address	<input type="text"/>		

Basis of Sale

Please tick the relevant box that applies

With advice Face-to-face Remotely

Adviser remuneration

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

An invoice must be presented before each payment is made:

Initial advice £ or % of fund

Ongoing advice £ or % of fund

Signature
on behalf
of the
company

Name

Position

Dated



5 Accountant (if applicable)

Please give details of the Accountant acting for the SSAS

Name of accountant	<input type="text"/>		
Company	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
Telephone numbers	<input type="text"/>	Postcode	<input type="text"/>
	Office <input type="text"/>	Fax	<input type="text"/>
	Mobile <input type="text"/>		
Email address	<input type="text"/>		

6 Scheme Contact

Please tick the relevant box to confirm the main contact for correspondence

Principal employer	<input type="checkbox"/>	Financial adviser	<input type="checkbox"/>
Member trustee	<input type="checkbox"/>	Other	<input type="checkbox"/>

Title

Mr	<input type="checkbox"/>	Mrs	<input type="checkbox"/>	Miss	<input type="checkbox"/>	Ms	<input type="checkbox"/>	Other	<input type="text"/>
----	--------------------------	-----	--------------------------	------	--------------------------	----	--------------------------	-------	----------------------

Name

Name of company

Correspondence address

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

Telephone numbers

Office <input type="text"/>	Fax <input type="text"/>
-----------------------------	--------------------------

Email address



7 Initial Contributions

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

Name	<input type="text"/>	Amount £	<input type="text"/>
Name	<input type="text"/>	Amount £	<input type="text"/>
Name	<input type="text"/>	Amount £	<input type="text"/>

If the above payments are regular contributions please indicated the frequency of payments

IMPORTANT Making contributions to your SSAS will invalidate any enhanced or fixed protection you have. If your contributions in respect of a tax year exceed the annual allowance, then you may be subject to a personal tax charge known as the annual allowance charge. It may be possible for unused relief to be carried forward for up to three years. You should refer to your Financial Adviser about this.

8 Investment Strategy

Please specify your immediate investment plans. For each proposed investment please provide details to include:

- *the amount that will be invested*
- *the first year's expected investment return*
- *name, address and contact telephone number for each proposed investment provider*

Heritage Pension Administration Limited and Heritage Trustees Limited do not provide financial or investment advice.



9 Fee Agreement

1 This agreement is effective from

 / /

and is made between Heritage Pension Administration Limited and the SSAS (the Plan) General Trustees.

2 Definitions

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

Practitioner/Scheme Administrator - Heritage Pension Administration Limited shall be either the Practitioner or Scheme Administrator for the time being of the Plan.

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

Independent Trustee Heritage Trustees Limited for the time being of the Plan.

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

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

3 Replacement of former agreements

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

4 Liability

Heritage Pension Administration Limited shall not be liable for the actions of the General Trustees.

5 Assignment and sub-contracting of the agreement

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

6 Variation of the terms of the agreement

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

7 Annual renewal

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

8 Administrative responsibility

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

9 Tenure of the agreement

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

10 Termination of the agreement

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

11 Plan and member data

The Employer and Members accept full responsibility for the accuracy of information they supply to Heritage Pension Administration Limited.

12 Confidentiality

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

13 Data protection

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

14 Whistleblowing

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



15 Force majeure

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

16 English law applies

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

17 Services included in the annual fee:

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

18 Services included in the establishment of a new Plan:

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

19 Services included in the takeover fee:

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

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

20 Services in respect of which Heritage Pension Administration Limited will usually make addition

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

21 Services not provided

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

22 Fees, invoicing and conditions

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



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

23 General terms

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

24 Services provided and fees.

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

25 Signatures

By signing on page 11 you have agreed to pay the fees as set out above.



10 Companies Declaration

I/We declare that:

- a To the best of my/our knowledge and belief the information inserted in this form is true and complete; none of the persons joining the SSAS are either:
 - (i) *Disqualified to act as a company director or*
 - (ii) *An un-discharged bankrupt*
- b On behalf of the Principal Employer I/we agree to the Scheme and enclose the forms necessary.
- c I/we agree I/we am/are acting in accordance with the Memorandum and Articles of Association of the Company.
- d All persons joining the SSAS may be appointed to act jointly. Heritage Trustees Limited may act as Independent Trustees and Scheme Administrator or Scheme Practitioner of the Scheme.
- e Heritage Trustees Limited is authorised to register the Scheme with HM Revenue & Customs (HMRC) on behalf of all the trustees and will notify HMRC of the names of the trustees who will act as Scheme Administrator.
- f Heritage Trustees Limited may be appointed as Scheme Practitioner or Scheme Administrator to the Scheme and will carry out the services set out in the Heritage fee agreement (see section 9 Fee Agreement). I/we confirm our agreement in return for the services to be provided under the Scheme, to pay the charges set out, as may be amended from time to time.
- g I/we understand that once established the Scheme will be administered by the trustees in accordance with the Trust Deed and Rules.

Signature
on behalf
of the
company

Name

Position

Dated

Signature
on behalf
of the
company

Name

Position

Dated



11 Confirmation of Verification of Identity for Corporate Non Personal Entity

Introduction by an FCA regulated firm

Details of client (see Explanatory Notes below)

Client name	<input type="text"/>
Type of entity i.e. corporate, trust etc.	<input type="text"/>
Operating address of business	<input type="text"/>
	<input type="text"/>
	<input type="text"/> Postcode <input type="text"/>
Registered office address in country of incorporation	<input type="text"/>
	<input type="text"/>
	<input type="text"/> Postcode <input type="text"/>
Registered number (if appropriate)	<input type="text"/>
Relevant company registry or regulated market listing authority	<input type="text"/>
Name of directors (or equivalent)	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Name of principal beneficial owners (over 25%)	<input type="text"/>



Confirmation

I/we confirm that:

- a the information in section 1 was obtained by me/us in relation to the client;
- b the evidence I/we have obtained to verify the identity of the client

meets the standard evidence set out within the guidance for the UK financial sector issued by JMLSG

or

exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation)

Signature

Name

Position

Dated

Details of introducing firm or sole trader

Name of regulated firm
or sole trader

FCA reference number

Explanatory notes

- 1 'Relevant company registry' includes other registers, such as those maintained by charity commissions (or equivalent) or chambers of commerce.
- 2 This form cannot be used to verify the identity of any client that falls into one of the following categories:
 - a *those who are exempt from verification as being an existing client of the introducing firm prior to the introduction of the requirement for such verification;*
 - b *those who identity has not been verified by virtue of the application of a permitted exemption under the Money Laundering Regulations or;*
 - c *those whose identity has not been verified using the source of funds as evidence.*
- 3 This confirmation must carry an original signature, or an electronic equivalent.
- 4 The above details must be completed for any additional participating employer

