



# HAYWARD SESTINI

## PENSIONS

### Terms and Conditions of Business

This document serves as notification of the Terms of Business for all dealing with any company within the Hayward Sestini Pensions Limited (HSPL) Group of companies.

#### 1. Applicable Law

Our Professional Trustee and Pension Scheme Administration Services and our Terms and Conditions of Business are governed by, and should be construed in accordance with English Law. All parties agree that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement as Professional Trustee and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

#### 2. Client Identification

As with other professional services firms, we are required to identify our clients for the purposes of UK Anti Money Laundering legislation. As the SSAS is an occupational pension scheme, we also need to verify the existence of the companies associated with the pension scheme (Sponsoring or Participating Employer) as well as any other third party (corporate or personal) who contributes to the pension scheme. We may therefore request from you, and retain copies of, such information and documentation required for these purposes and /or make searches of appropriate databases.

#### 3. Client Money

HSPL will not hold client monies. Any monies paid that are due to the pension scheme should be paid directly to the respective pension scheme bank account, to which HSPL are mandatory co-signatories. All bank accounts opened in the name of our pension schemes are segregated from the funds belonging to HSPL and vice versa. Payment of invoices to Hayward Sestini Pensions Limited in respect of Professional Trustee / Pension Scheme administration services is invoiced to the Sponsoring Employer, Trustee, or pension scheme (depending on client preference) and payable directly to HSPL.

#### 4. Commissions and other benefits

In some circumstances, we may pay or receive commissions and/or other benefits for introduction to other professionals or in respect of transactions we undertake for our clients in respect of their pension schemes. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such payment or benefit.

## 5. Complaints and Trustee Disputes

We are committed to providing our clients with a high quality service which is both efficient and effective. However if at any point there is any cause for a complaint in relation to any aspect of our service, please contact our Managing Director Rachel Sestini in the first instance. HSPL agree to address any complaint made promptly, and take all reasonable steps to take corrective action. If a client remains unsatisfied after HSPL have undertaken a full review of the matter and provided a response, then they can contact The Pensions Ombudsman:

The Pensions Ombudsman  
11 Belgrave Road,  
London,  
SW1V 1RV  
Tel: 020 7630 2200  
<https://www.pensions-ombudsman.org.uk/>

Should any of our clients require advice or guidance following a dispute with us as Professional Trustee, or any of the Member Trustees, then they can contact The Pensions Advisory Service:

The Pensions Advisory Service  
11 Belgrave Road  
London  
SW1V 1RB  
Tel: 0300 123 1047  
<https://www.pensionsadvisoryservice.org.uk/>

## 6. Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, unless we are unable to owing to our confidentially obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects client / pension scheme interest, then we may be unable to provide further services. If any conflict arises, we will inform you promptly.

## 7. Data Protection

We confirm that we will comply with the provisions of the Data Protection Act 2018 when processing personal data about you and your pension scheme. In order to carry our Professional Trustee Services, and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal Data about you.

## 8. Storage of Data

All information provided to HSPL by clients is processed and stored in accordance with the Data Protection act. Original documentation relating to pension schemes, including Deeds and Property Leases and agreements shall be stored by the Member Trustees, with copies being held on file by HSPL.

## 9. Confidentiality

Communication between HSPL and Trustees of a pension scheme is confidential, and we take all reasonable steps to keep information confidential unless we are required to disclose by law. It

should however be noted that a SSAS is a pooled fund, and all Trustees make investment decisions collectively. If there is more than 1 scheme member, then all other members will have access to information such as the fund share of all members, and contribution information. Information relating to your pension scheme will be kept and held securely, and not disclosed to any other parties except where we are required to by regulatory bodies such as HMRC, by law, or by our insurers. Unless we are authorised by clients to disclose information on their behalf, this undertaking will apply during our role as Professional Trustee.

HSPL reserve the right to mention the names of our clients for the purposes of promotional activity, training or similar business purposes. As stated above, we will not disclose any confidential information relating to individual clients and their pension schemes.

#### 10. Use of signatories

Where HSPL, or a group company act as Professional Trustees (PT), that Trustee company must become a co-custodian and mandatory signatory to all assets. This is to ensure that HSPL are party to all transactions and undertakings in the SSAS. HSPL reserve the right to retire as PT where Member Trustees have transacted without the prior knowledge and authority of the PT.

For property purchases and leases, HSPL will sign by way of one Director, with an appropriate witness.

For investment applications and bank account transactions, HSPL will sign by way of an authorised signatory. Transactions over £500,000 will require the signature of a Director.

Whilst all Member Trustees may not be required to be party to transactions (such as investment top ups and bank transactions where the mandatory signatory requirements have been fulfilled), HSPL can only proceed with any transaction with the written consent of ALL Member Trustees. Emails and Trustee resolutions will be accepted in this regard.

#### 11. Breach of Rules

In the event of HSPL becoming aware of a breach of scheme or HMRC rules, the Trustees will be notified, and the process of remedial action (including reporting and tax charges) will begin. HSPL has a duty of care to ensure that all breaches are reported, and the Trustees assistance in this is required.

#### 12. Benefit Payment

Member Trustees who wish to take benefits from their SSAS with HSPL should be aware that we will make payments from a SSAS bank account, to the nominated account of the beneficiary. Payments will be made via our payroll facility, and will be made NET of the marginal rate of tax of the beneficiary at the time.

#### 13. Death of a Member Trustee

Upon the death of a Member Trustee, benefits will be paid out from the fund within 2 years of the Professional Trustee being notified of death. If needed, assets will be transferred in specie where they cannot be sold, and all remaining Trustees will agree to pay benefits in line with the prevailing legislation at the time of payment, and in accordance with the wishes of the deceased. Whilst the SSAS is held outside of a member's estate, a Will may be required in order to ascertain beneficiaries.

#### 14. Use of Trusts

Providing no HMRC rules are breached, and the Trust is established in line with the Finance Act 2018, HSPL are happy to permit payments to a Trust outside of the SSAS in order to pay death benefits upon the death of a Member.

#### 15. Takeovers

HSPL will take over the administration of existing registered pension schemes, at our discretion. A full review of the existing SSAS will be required (there is a charge of this service, which can be offset against our set up fee). Should HSPL feel that a takeover cannot proceed, the Member Trustees will be notified, and any documents provided to allow for the review to take place will be returned.

#### 16. Service Level Agreement

HSPL will look to respond to any query via phone within 48 hours, and via email or post within 5 working days. Where more time or information is needed, we will always let Member Trustees know as soon as possible. In the case of contact with third parties (such as HMRC) please note that whilst we cannot be responsible for the turnaround times of these third parties, we will actively chase for a response where possible, and keep you informed appropriately.

#### 17. Role and Responsibility of Member Trustees

Please see our document 'Role and Responsibility of Member Trustees' for full information

#### 18. Role of the Professional Trustee

As noted above, HSPL, or a group company must be Professional Trustee of all SSAS schemes they administer, and co-owner of assets within those schemes. The overall aim of a Professional Trustee is to ensure that the tax privileged status afforded to the pension scheme upon registration with HMRC is maintained.

On applying for a SSAS, The Trustees acknowledge the appointment of Hayward Pensions Limited, company number 11101051 as Professional Trustee, and Hayward Sestini Pensions Limited, company number 10309991 as Scheme Administrator for the purposes of filing and submitting returns to HMRC.

The Member Trustee(s) acknowledge that it is their responsibility to provide any information the Professional Trustee may require to fulfil this duty, and that failure to provide information in a timely manner may result in late filing and fines imposed on the pension scheme by HMRC.

The Professional Trustee acknowledges the need to request information and file returns promptly, keeping copies of all information submitted to HMRC fully accessible to the Member Trustee(s) during their appointment as Scheme Administrator.

#### 19. Filing of Returns

HSPL will undertake returns due to HMRC and TPR as and when required. Should information be needed from Member Trustees in order to facilitate this, HSPL will provide as much prior notice as possible. If Member Trustees fail to provide information requested by the deadline stated by HSPL, then no responsibility will be borne by the Professional Trustee for late filing, or incorrect data being submitted.

#### 20. Final Salary (Defined Benefit Schemes) and seeking advice.

HSPL will not accept the transfer of funds or assets from a final salary arrangement, with the exception of cases whereby advice has been provided from an FCA regulated adviser, and the advice

is to make a transfer. Transfers cannot be accepted from Publicly funded final salary arrangements in any circumstance.

## 21. Disengagement

Owing to rules laid out by HMRC, it is not permissible to remove a Professional Trustee from a registered pension scheme without a suitable replacement. Should clients wish for HSPL to resign, we will do so once a suitable replacement has taken on the role of Professional Trustee, documented by way of Deed and recorded on the HMRC online filing system. The HSPL name should also be removed from all scheme assets, wherein a final invoice will be drafted, and we will issue a disengagement letter to ensure that our respective responsibilities are clear.

## 22. Electronic and other communication

Unless you instruct us otherwise, we may communicate with you and parties via email or by other electronic means. The recipient is responsible for virus checking any emails or attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use anti-virus scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or other electronic storage devices. Electronic communication however is not totally secure, and we cannot be held responsible for loss caused by viruses or for communications that are interrupted or altered after dispatch, nor can we accept liability for problems or accidental errors relating to this means of communication. These are risks clients must accept in return for greater efficiency and lower costs. If you do not accept these risks please let us know and we will communicate by hard copy, other than where electronic communication is mandatory.

Any communication by us with you sent through the post or courier service is deemed to have arrived at its destination no later than 2 working days after the day the document(s) were issued.

Please always read all communication from us carefully, keeping a central file for your own records and please raise any questions or issues you may have in writing in order that all parties have a contemporaneous file system.

## 23. Fees and payment terms

Our fees (as published in our fee schedule) may depend not only on the time spent administering your pension scheme, but also on the level of skill and responsibility and the importance and value of the information and support we provide.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that will be the case.

Where requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a specific assignment or task. If it becomes apparent to us that a fee quote is inadequate, we reserve the right to notify you of a revised figure and to seek your agreement thereto.

Where business is introduced to HSPL via a third party, our fees are as stated at the point of introduction, depending on the level of service required.

In the absence of a written agreement to the contrary, we will bill annually in advance, and our invoices are due within 14 days of issue. Our fees are inclusive of VAT which will be added where

chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out work for you is added to invoices where appropriate.

HSPL fees may be settled by the Sponsoring or associated employer, the scheme members, or from the scheme funds. This is also the case for Third party costs (such as IFA or actuarial fees) and Trustee expenses.

You authorise us to settle our agreed fees from any money held on behalf of the Pension Scheme in our client account.

In some circumstances, it is possible to pay annual fees on a monthly basis. Establishment fees are payable in full prior to a scheme application being submitted to HMRC for approval in the case of SSAS, or work formally being undertaken in the case of SIPP and consulting.

We reserve the right to charge interest on late paid invoices at the rate of 2% above base rate per annum under the Late Payment of Commercial Debts (Amendment) Regulations 2018. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable, then you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

#### 24. Implementation

We will only assist with the implementation of Professional Trustee services where specifically appointed to do so in writing – i.e. upon return of a completed and signed application form and Trust Deed.

#### 25. Intellectual Property rights

Hayward Sestini Pensions Limited will retain all copyright in any document prepared by us during the course of carrying out Professional Trustee and Scheme Administrator Services, except where law specifically provides otherwise.

#### 26. Acceptance

Clients will accept and consent to adhere to the terms as stated in this document when submitting an application for our services.