

installation questionnaire

scheme details

Please ensure that a completed Member Questionnaire accompanies this application for each member.

Name of Scheme

Number of Members

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 Her Majesty's Revenue and 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.



chairperson

A chairperson, who is also a scheme member trustee, must be appointed. The chairperson is responsible for liaising with Rowanmoor Pensions, 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	<input type="text"/>		
Firm's Name (if applicable)	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>
Telephone Number (inc. STD code)	<input type="text"/>	Fax Number (inc. STD code)	<input type="text"/>
Email Address	<input type="text"/>		

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	<input type="text"/>	Print Name	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>

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, eg. property purchase. Please provide as much detail as you can, including timescales if known.

Principal reason for the Family Pension Trust:

common investment funds

How many common investment funds are likely to be set up in the first year of the scheme.

Number of Common Investment Funds	<input type="text"/>
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Please provide details of each common investment fund (if known).

Name of Investment Fund	<input type="text"/>
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Please provide details of the members participating in this fund.

PARTICIPATING MEMBERS

Print Name	<input type="text"/>	Print Name	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>

A trustee bank account will be opened with The Royal Bank of Scotland plc 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.

If more than two common investment funds are required please make a copy of this page.

Reason for this fund:

common investment funds
(continued)

Name of Investment Fund

PARTICIPATING MEMBERS

Print Name Print Name

Print Name Print Name

Print Name Print Name

Reason for this fund:

scheme adviser details

Please give details of the IFA 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 an IFA all correspondence will be sent to the address of the chairperson.

INDEPENDENT FINANCIAL ADVISER (IFA)

Contact Name

Company Name

Address

Postcode

Telephone Number (inc. STD code) Fax Number (inc. STD code)

Email Address

Regulated by

Authorisation Number

The trustees can appoint an investment adviser.

Will the IFA be appointed to act as the Scheme Investment Adviser?

YES NO

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

INVESTMENT ADVISER

Contact Name

Firm's Name

Address

Postcode

Telephone Number (inc. STD code) Fax Number (inc. STD code)

Email Address

Regulated by Authorisation Number

accountant details

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

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

ACCOUNTANT

Contact Name

Accountancy Firm's Name

Address

Telephone Number
(inc. STD code)

Postcode

Email Address

Fax Number
(inc. STD code)

HMRC may ask for Self-Assessment Tax Returns to be submitted for the scheme.

Please tick if you wish Rowanmoor Pensions to complete any annual Self-Assessment Tax Returns.

interim deed

relating to the Pension Trust

This Interim Trust Deed is made on LEAVE BLANK 20

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.

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.

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

declaration

This is our standard Installation Questionnaire upon which we intend to rely. For your own benefit and protection you should read the declaration carefully before signing. If you do not understand any point please ask for further information or seek independent advice.

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 Pensions to:

1. set up and administer the pension scheme;
2. send information relating to the pension scheme to any of the trustees of the scheme;
3. provide statistics for marketing/new business analysis by Rowanmoor Pensions (or its agents);
4. give essential information about your account to others if necessary to run your account and for regulatory purposes. Information about you will be kept after your account is closed.

To be signed by the chairperson and the member trustees.

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 Pensions 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.

We agree to Rowanmoor Pensions opening bank accounts for the scheme, all the scheme members and all common investment funds with The Royal Bank of Scotland plc. 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.

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

Signature

Print Name

Position

Date

notes



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enquiries@rowanmoor.co.uk • www.rowanmoor.co.uk

ADMINISTRATION CENTRES

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2 BELMONT HOUSE • DEAKINS BUSINESS PARK • EGERTON • BOLTON BL7 9RP

CONSULTANCY OFFICES

LONDON | BOLTON | BURGESS HILL | SALISBURY

Rowanmoor Pensions is a trading name of Rowanmoor Group plc (No. 5792242), Rowanmoor Trustees Limited (No. 1846413) and Rowanmoor Personal Pensions Limited (No. 2268900) are wholly owned subsidiaries of Rowanmoor Group plc. All companies registered in England at Rowanmoor House, 46-50 Castle Street, Salisbury SP1 3TS.

Rowanmoor Personal Pensions Limited is authorised and regulated by the Financial Services Authority.

If you require this document in audio tape, large print, Braille or PC disc format, please telephone 08445 440 550 or fax 08445 440 500.