rowanmoor SSAS

Installation Questionnaire

Rowanmoor SSAS
Guide
Fee Schedule
Installation Questionnaire
Member Questionnaire

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

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 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 and Interim Deed 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.

- ☐ Installation Questionnaire
  Pages two to four. To be completed and signed on behalf of the principal employer.
- ☐ Corporate Verification Certificate
  Page five. To be completed by a regulated UK or EU Intermediary. A separate certificate is required for all participating employers.
- ☐ Adviser Fee Agreement
  Pages six to eight. To be completed and signed by all member 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 small self-administered scheme (SSAS).
- ☐ Interim Deed
  Pages nine to ten. To be completed and signed on behalf of the principal employer.
- ☐ Member Questionnaire
  A separate Member Questionnaire should also be completed for each member.

Installation Questionnaire

Principal employer details

Name

Registered Office (if applicable)

Postcode

Telephone Number (inc. area code)

Fax Number (inc. area code)

Email Address

Trading Address (if different from above)

Postcode

Telephone Number (inc. area code)

Fax Number (inc. area code)

Email Address

Please advise if the employer is limited, limited by guarantee, unlimited, limited by liability, a partnership, or other, e.g. self-employed.

Employer Status

Nature of Business

Employer Year End D D M M

Registration Number (if applicable)

Corporation Tax District

Ref

PAYE District

Ref

Scheme bank account

A scheme Trustee bank account will be opened with Rowanmoor Trustees Limited's designated bank to receive contributions, investment and other income. Rowanmoor Trustees Limited will act as sole signatory to the account, under the direction of the trustees. Please confirm which member trustees will authorise any transactions.

For practical reasons we recommend that all of the trustees are appointed to authorise payments from the Trustee bank account, with at least one to authorise transactions at any time. Please add more names if necessary.

Member Trustees

Print Name

Print Name

Print Name

Print Name

Print Name

Print Name

Trustee adviser details

Please give details of the financial adviser who will provide advice on the scheme to the member trustees.

All correspondence will be sent to this address. If you do not have a financial adviser all correspondence will be sent to the trading address of the principal employer.

Financial Adviser (if appropriate)

Contact Name

Company Name

Address

Postcode

Telephone Number (inc. area code)

Fax Number (inc. area code)

Email Address

Regulated by

Authorisation Number

The trustees must appoint an investment adviser.

Will the financial adviser be appointed to act as the Investment Adviser? ☐ YES ☐ NO

Trustee adviser details
(continued)

If you have ticked 'NO' on the previous page please provide details of your appointed investment adviser.

Investment Adviser

Contact Name

Firm's Name

Address

Postcode

Telephone Number (inc. area code)

Fax Number (inc. area code)

Email Address

Regulated by

Authorisation Number

Principal employer accountant details

Please provide details of the accountant acting for the principal employer.

Accountant

Contact Name

Accountancy Firm's Name

Address

Postcode

Telephone Number (inc. area code)

Fax Number (inc. area code)

Email Address

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.

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.

Reason for the scheme

It helps us to provide smooth administration if some of the factors likely to affect the SSAS within the first 12 months are known, for example, property purchase. Please provide as much detail as you can, including timescales if known.

Principal reason for the SSAS:

Initial contribution details

Please provide details of the proposed first contribution for each member and the total contribution. If there are more than six members please use the notes section on page eight to detail their contributions.

If a member has benefits which are subject to enhanced protection or fixed protection, the protection will be lost if a contribution is paid by/for them.

Please ensure you seek independent advice from your professional adviser before paying contributions into the scheme.

Please DO NOT attach any contribution cheques as they cannot be accepted until the scheme has been registered with HMRC.

Once the scheme has been registered we will provide you with bank account details to enable any contributions to be made.

Name	£ Amount
	£
	£
	£
	£
	£
	£

Total Contribution £ Amount

Additional participating employer

In addition to completing the section opposite, please provide details of the participating employer in the notes section on page eight. We will require the same information as you have already provided for the principal employer and a completed Corporate Verification Certificate for each additional participating employer.

Is any employer, other than the principal employer, to participate in the SSAS?

☐ YES ☐ NO

If 'YES', please complete the following:

Name of the Participating Employer	
Relationship to the Principal Employer	

Completed Corporate Verification Certificate(s) attached?

☐ YES

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.

How we use your information
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 to:

1. set up and administer the SSAS;
2. send information relating to the SSAS to any of the trustees of the scheme;
3. provide statistics for marketing/new business analysis by Rowanmoor or its agents;
4. give essential information about your account to others (for example, investment providers, regulatory authorities or your agents such as your financial adviser or investment manager) if necessary to run your account and for legal or regulatory purposes.

Information about you will be kept after your account is closed.

To be signed by two directors or a director and company secretary (or sole director, if detailed in the Memorandum and Articles of Association), of the principal employer if they are a limited, limited by guarantee or unlimited company.

To be signed in accordance with the partnership agreement, subject to a minimum of two partners signing.

To be signed by an individual in the case of the self-employed.

If signed by a sole director, please provide a copy of the Memorandum and Articles of Association of the principal employer.

On behalf of the Principal Employer we agree to establish the SSAS and enclose with this Questionnaire and signed Interim Deed a fully completed Member Questionnaire for each member invited to join.

We confirm we are acting in accordance with the Memorandum and Articles of Association of the Company or Partnership Agreement.

We request Rowanmoor Executive 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 Executive Pensions Limited will charge a minimum of £500 + VAT.

We agree to Rowanmoor Executive Pensions Limited opening a Trustee bank account with Rowanmoor Trustees Limited's designated bank to which all payments into the SSAS will be made. We understand Rowanmoor Trustees Limited will be sole signatory to the account.

We confirm we understand that once a contribution has been made to a scheme by the employer, it cannot be returned without incurring a tax charge.

The information provided on this form is correct to the best of our knowledge.

We understand to comply with Money Laundering Regulations, Rowanmoor Executive 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 Executive 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

Signature	
Print Name	
Position	
Date	D D M M Y Y

Corporate Verification Certificate

To be completed by a regulated UK or EU Intermediary when introducing retail sector business. Please complete a separate certificate for all employers participating in the scheme.

Employer's Details

Company Name

Type of Entity
(Ltd Co, Partnership, plc)

Registered Number
(if applicable)

Registered Address

Country

Postcode

Nature of Business

Names (and dates of birth if known) of individuals who exercise control over the management of the company.

Identity Verification Certificates will be required for each individual named in this section.

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

Names (and dates of birth if known) if principal beneficial owners (i.e. over 25%).

Identity Verification Certificates will be required for each individual named in this section.

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

Date of Birth D D M M Y Y

I/We certify that:

a) the information given above was obtained by me/us in relation to this customer;

b) the evidence I/we have obtained to identify the customer

please tick one box only

☐ meets the guidance for standard evidence set out within the guidance for the UK Financial Sector issued by the JMLSG; **or**

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

c) upon request I/we will supply you with evidence of the identity of this organisation.

To be signed by **either**

Name of Regulated Firm

Regulator's Name and Reference Number

or

Name of Regulated Individual

Regulator's Name and Reference Number

Signed
(original signature required)

COMPANY STAMP

Name

Position

Date D D M M Y Y

Adviser Fee Agreement

The Rowanmoor SSAS 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 SSAS. Only one agreement can be made and once signed this form must not be amended.

All fees will be settled from the scheme bank account and 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.

Agreement

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

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.

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.

Percentage of gross contributions
The initial fee may be expressed as a monetary amount, or a percentage of gross initial contribution.

Annual fees are expressed as a percentage of the value of gross annual contributions. The financial adviser is required to submit a schedule of contributions received each year, together with an accompanying invoice. The schedule of contributions at the first annual payment date, cannot include any contributions used in the calculation of the initial contribution fee.

This fee may be expressed as either a monetary amount, or as a percentage of the transfer value(s) received. Payment is due following receipt of the transfer value(s) from the specified pension arrangement(s) and, if the option is selected, following receipt of any future transfer value(s). The financial adviser will be informed of the value of the transferred fund(s) received.

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)

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

Initial fee for arranging the scheme £

To be paid ☐ Following scheme establishment **or** Date D D M M Y Y

Annual fee £

To be paid ☐ on the scheme anniversary **or** Date D D M M Y Y
and annually thereafter

B. Percentage of fund or specific investments

Initial fee for arranging the scheme £

To be paid ☐ Following scheme establishment **or** Date D D M M Y Y

Annual fee % of ☐ total fund **or** ☐ specific investments

Please list the specific investments (if applicable):

C. Percentage of gross contributions

Initial fee for arranging the scheme £ % % of gross initial contribution

To be paid ☐ Following scheme establishment **or** Date D D M M Y Y

Annual fee % % of gross annual contribution

Paid annually on the anniversary of the initial fee, where the initial fee has been expressed as a percentage of the gross initial contribution
or
Paid annually on the scheme anniversary

Section Two – Transfer related fees

Fees for the advice and involvement of the financial adviser in facilitating transfer(s) to the scheme:

Either Amount £ **or** % of transfer payment(s) received %

The transfer payment is the value of transfer(s) from the following arrangement(s):

Will the same terms apply for future transfers paid into the scheme? ☐ YES ☐ NO

Declaration

To be signed by all member trustees of the SSAS.

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 Executive Pensions Limited to pay the fees, as set out in this agreement, from the funds held within the scheme bank account subject to the receipt of an invoice from the financial adviser, until otherwise instructed. We confirm that we understand that Rowanmoor Executive 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

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

Signature

Print Name

Date D D M M Y Y

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 SSAS name}'. All invoices to be sent to us for settlement on behalf of the member 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. 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 member trustees, prior to payment.

COMPANY STAMP

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

Signed*

Name

Position

Date D D M M Y Y

*Original signature required.

Notes

Interim Deed

This Interim Trust Deed is made on ..... LEAVE BLANK ..... 20 . .

Between

(1) Rowanmoor Trustees Limited (No. 1846413) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (Independent Trustee);

(2) .....

(No. .....) whose registered office is at .....

.....

.....

(Principal Employer); and

(3) **Rowanmoor Executive Pensions Limited** (No. 5792242) whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS (Administrator).

Whereas

(A) The Principal Employer wishes to establish a pension scheme to be known by the name set out in the Schedule, under irrevocable trust to commence on the Commencement Date and to provide pension and lump sum benefits for or in relation to such employees of the Principal Employer as are admitted to membership of the Scheme.

(B) It is intended that the Scheme will be a registered pension scheme within the meaning of section 150(2) of the FA 2004.

(C) Scheme benefits are to be provided by:
1) contributions to be made by the Principal Employer in respect of Members in or formerly in the Service of the Principal Employer;
2) contributions made by Members, if any; and
3) any cash sums or assets which shall be transferred or assigned to the Trustees by the trustees or managers of any other retirement benefits arrangement.

(D) The Independent Trustee shall be the first trustee of the Scheme.

(E) The Administrator shall be the first administrator of the Scheme within the meaning of section 270 of the FA 2004.

It is agreed

1 Definitions and Interpretation

1.1 Words and expressions used in this Interim Deed shall have the following meanings:
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 for 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. It includes (but is not limited to) contributions from the Principal Employer, assets accepted or acquired by the Trustees for the Scheme and any resulting investment gains, returns or interest. This expression includes where appropriate any part of the Fund
Member means save as otherwise provided a person who has joined the Scheme in accordance with clause 6 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 pension scheme established by this Interim Deed. The name of the Scheme is set out in the Schedule
Scheme Administrator has the same meaning as in section 270 of the FA 2004
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 Principal Employer 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 the purpose of the Scheme shall be to provide lump sum and pension benefits for and in respect of persons (including directors) who are or have been in the service of the Principal Employer (or in the service of such other employers as may in future be admitted to participation in the Scheme pursuant to powers to be contained in the definitive documentation to be executed in relation to the Scheme) and who have been admitted to membership of the Scheme in accordance with its governing provisions from time to time in force.

2.2 The Scheme shall be operated and administered in a manner which enables Registration to be obtained and maintained.

2.3 The Principal Employer 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 comply with any requirements necessary to maintain Registration of the Scheme.

2.4 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 Principal Employer has agreed to transfer or deliver to the Trustee or otherwise place under the trustee's control the sum of at least £1 as an initial contribution to the Fund to hold on irrevocable trust. The Principal Employer may make such further contributions as the Trustees agree to accept.

4 Appointment and Removal of Trustees

4.1 The Principal Employer appoints the Independent Trustee to be the first Trustee and to hold the Fund upon irrevocable trust and the Independent Trustee consents to be so appointed.

4.2 The Independent Trustee 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 Principal Employer appoints the Administrator to be the first Scheme Administrator and the Administrator consents to its appointment.

5.2 The Independent Trustee may by deed appoint and remove any Scheme Administrator.

5.3 The appointment of the Scheme Administrator shall be on such terms and conditions (including as to remuneration) as may be agreed between the Principal Employer and the Scheme Administrator from time to time. The fees charged by the Scheme Administrator shall be an expense of the Scheme.

6 Terms of Membership of the Scheme

6.1 A person shall be eligible to join the Scheme on the invitation of the Principal Employer subject to the agreement of the Independent Trustee. Membership shall be on such terms as the Principal Employer shall with the agreement of the Independent Trustee determine.

6.2 No person is to be admitted to, remain in or be excluded from membership if this would prejudice Registration.

7 Investment

7.1 Without prejudice to the generality of clause 7.2, investments may be made within or outside the United Kingdom whether or not:
(a) involving a liability on the Fund;
(b) producing income; or
(c) of a wasting or reversionary nature.

7.2 Subject to clause 8 the Trustees shall have the same full and unrestricted powers of investment as if they were absolutely and beneficially entitled to the Fund.

8 Restrictions on investment

The Trustees shall exercise their powers under clause 7 in a manner which they are 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 Trustees may by deed with the consent of the Principal Employer alter, add to, delete or replace all or any of the trusts, powers and provisions of the Scheme, including this clause 9 with effect from the date specified in that deed (whether that date is retrospective, immediate or prospective).

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 Scheme Administrator may wind up the Scheme. If the Scheme Administrator 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 Principal Employer 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 Administrator's standard form pension scheme documentation for occupational pension schemes, which the Scheme Administrator shall ensure includes provisions to appoint the initial Members of the Scheme as trustees.

10.3 Any dispute as to what constitutes the Administrator'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 Administrator whose determination shall be final and binding.

10.4 The Scheme Administrator'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 schedule

The name of the scheme is .....

Executed as a deed by .....
Principal Employer

acting by two directors or by a director and its secretary

.....
Director

..... **Director/Secretary**

OR
sole director if permitted by the Memorandum and Articles of Association
in the presence of a witness

.....
Sole Director

In the presence of

.....**Witness**

.....
Address

.....

.....
Occupation

The common seal of **Rowanmoor Executive Pensions Limited** was affixed to this deed
in the presence of

.....
Authorised Signatory

.....
Authorised Signatory

The common seal of **Rowanmoor Trustees Limited** was affixed to this deed
in the presence of

.....
Authorised Signatory

.....
Authorised Signatory