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Barnett Waddingham Flexible SIPP

Application Form for Advised Members

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Please ensure you read and agree to the Terms and Conditions, the Key Features Document, the Key Features Illustration, the Glossary, the Allowable Investment Schedule, the Schedule of Fees, and the ***trust deed and rules*** before completing this Application Form. Please complete this Application Form in **BLOCK CAPITALS** and black ink.

This document acts as your application for membership of the ***scheme*** and as an application to claim basic rate ***tax relief*** on your contributions.

BW SIPP LLP is the ***operator*** and administrator of the ***scheme*** and administers it in line with the ***trust deed and rules***. BW SIPP Trustees Ltd is the ***trustee*** of the ***scheme*** and acts as a bare trustee. Its sole purpose is to hold the ***scheme*** assets for the benefit of the ***scheme members***.

Please note that neither the operator nor the trustee can give any legal, financial, investment, tax or other advice in connection with your application for membership of the scheme and you are responsible for taking your own appropriate advice.

References to 'us' or 'we' in this document are to BW SIPP LLP as the operator.

Throughout this Application Form, words or phrases which are shown in 'bold italics' are explained in the separate Glossary which you should refer to when completing this Application Form.

1. Your personal details

(If you are a parent or legal guardian applying on behalf of an applicant under the age of 18, please complete this section on behalf of the applicant and sign the Declaration in section 9. Your personal details should be entered in section 2.)

Title: ☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other (please state): .....

Surname: .....

Forename(s): .....

Previous surname (if any): .....

Date of birth: ..... Gender: ☐ Male ☐ Female

Permanent address: .....

.....

..... Postcode: .....

Number of years at this address: .....

Previous address (if less than three years at current address): .....

.....

..... Postcode: .....

Number of years at this address: ..... Email address: .....

Telephone number: ..... Mobile number: .....

National Insurance number (if none, state "none"): .....

Country of residence: .....

Occupation: .....

Mother's maiden name (for security purposes): .....

Marital status: ☐ Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Civil Partner

Selected retirement age: .....

(We will assume your selected retirement age is 65 unless you notify us otherwise. If you are over 65 and are not yet taking benefits, please specify your selected retirement age. If you are taking out a ***Barnett Waddingham Flexible SIPP*** to transfer-in benefits in payment only, you do not need to specify your retirement age.)

Please confirm your principal source of income (see Notes below): ☐ Employed ☐ Self-employed ☐ Pensioner

☐ Child ☐ Other (please specify): .....

Have you opted out of or declined to join an ***occupational pension scheme***, a group ***personal pension scheme***, a stakeholder pension scheme or an employer sponsored auto-enrolment pension arrangement in favour of taking out a ***Barnett Waddingham Flexible SIPP***? (please tick one box)

☐ Yes ☐ No

Are you subject to the ***money purchase annual allowance***? (please tick one box)

☐ Yes ☐ No

If yes please give the date when the ***money purchase annual allowance*** first applied to you:

Notes to 1

Employed Any income is chargeable to tax under Chapter 2 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) for the income tax year of assessment concerned in respect of employment income as defined in section 7 of ITEPA.

Self-employed Any income is chargeable to tax under Chapter 2 of Part 2 of the Income Tax (Trading and Other Income) Act 2005 for the income tax year of assessment concerned in respect of annual profits or gains arising or accruing from any trade, profession or vocation carried on by the individual.

Pensioner Any income is chargeable under Part 9 of ITEPA for the income tax year of assessment concerned in respect of a pension.

Child Applicant is under the age of 16.

Other This includes caring for one or more children under the age of 16, caring for a person aged 16 or over, in full time education, unemployed or other.

If you are unsure which of these options applies to you, please contact us or speak to your financial adviser.

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2. Legal guardian details

Only complete this section if the applicant is under the age of 18. (If you are applying as a parent or legal guardian, we will send all correspondence to you and not the applicant.)

Title: ☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other (please state): .....

Surname: .....

Forename(s): .....

Gender: ☐ Male ☐ Female

Home address: .....

.....

..... Postcode: .....

Email address: ..... Date of birth: .....

Mother's maiden name (for security purposes): .....

Telephone number: ..... Mobile number: .....

3. Financial adviser details

Name of financial adviser: .....

Company name and address: .....

.....

.....

..... Postcode: .....

Telephone number: ..... Email address: .....

FCA reference number: .....

Please note: Your financial adviser will have to agree to our Terms of Business for Authorised Intermediaries which are available from our website www.barnett-waddingham.co.uk/flexiblesipp.

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Authorisation to pay adviser's charges

I authorise the payment of my adviser's charges from my ***Barnett Waddingham Flexible SIPP*** assets by

(TICK ONE BOX ONLY):

☐ the ***operator*** OR ☐ the investment provider I have appointed from the ***panel***
(please check with your adviser whether your ***panel*** investment provider will permit this)

Basis of adviser's charges

a. Initial charge

Option one

Fixed amount of £ ..... (excluding VAT)

Is this subject to VAT? ☐ Yes ☐ No

OR

Option two

Percentage of each transfer payment received: ..... % (excluding VAT)

Percentage of each gross contribution received: ..... % (Single) (excluding VAT) ..... % (Regular) (excluding VAT)

Is this subject to VAT? ☐ Yes ☐ No

b. Ongoing charge

Option one

Fixed amount of £ ..... each year (excluding VAT)

Is this subject to VAT? ☐ Yes ☐ No

OR

Option two

Percentage of your ***Barnett Waddingham Flexible SIPP**** value each year: ..... % (excluding VAT)

Is this subject to VAT? ☐ Yes ☐ No

* Note: If the charges are being paid by the ***operator***, the value will be based on all of the assets in your ***Barnett Waddingham Flexible SIPP***. If the charges are being paid by your ***panel*** investment provider, the value will be based on the funds under management with your ***panel*** investment provider.

Additional ad hoc charges

If your adviser may submit invoices for ad hoc charges please tick this box: ☐

By signing below I confirm:

1. my authorisation of the payment of my adviser's charges from my ***Barnett Waddingham Flexible SIPP*** assets as detailed above;
2. that I will provide the ***operator*** with a copy of my adviser charging agreement and any amendments within ten ***business days*** of a written request;
3. that I will give the ***operator*** 30 days' notice of any change to my adviser's charges by completing a Changes to Adviser's Charges Form and sending this to the ***operator*** (and I understand that any change will not be implemented until this has been done); and
4. if I have authorised payment of my adviser's charges by my ***panel*** investment provider, my authorisation for the ***operator*** to provide my ***panel*** investment provider with a copy of my adviser charging agreement, a copy of this authorisation and a copy of any subsequent amendments to either.

Signed: ..... Date: .....

4. Third party authority (optional)

If you would like someone in addition to your financial adviser to have the authority to speak to us and receive information concerning your ***Barnett Waddingham Flexible SIPP*** (such as a spouse or accountant), please give their details here. Please note that they will have no official duties or powers in relation to your ***Barnett Waddingham Flexible SIPP*** unless you expressly confirm that you want them to, by ticking the box below. We will then contact you separately about this.

Name: .....

Address: .....

.....

..... Postcode: .....

Relationship to you: .....

☐ Tick this box if you want the person named above to have official duties or powers in relation to your ***Barnett Waddingham Flexible SIPP***.

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5. Contributions

Please complete this section if you want to make an initial single contribution or regular personal contributions to your ***Barnett Waddingham Flexible SIPP***, or if your employer is to make contributions (see Notes below).

CONTRIBUTION TYPE	PERSONAL – AMOUNT	EMPLOYER – AMOUNT (PLEASE SUPPLY EMPLOYER'S DETAILS BELOW)
Initial single (one-off)		
Regular		

Frequency of regular contributions:

☐ Monthly ☐ Quarterly ☐ Half-yearly ☐ Annually

Date of payment of regular contributions (TICK ONE BOX ONLY): ☐ 1st of the month ☐ 15th of the month

Registration for Protection: if you have registered with ***HM Revenue & Customs (HMRC)*** for Protection against a ***lifetime allowance*** excess tax charge, please confirm which of the following apply and provide a copy of the HMRC confirmation certificate and/or Scheme Administrator Reference Number and the Permanent Reference Number:

☐ ***Primary Protection*** ☐ ***Enhanced Protection*** ☐ ***Primary and Enhanced Protection***

☐ ***Fixed Protection*** ☐ ***Fixed Protection 2014*** ☐ ***Individual Protection 2014***

☐ ***Fixed Protection 2016*** ☐ ***Individual Protection 2016***

Please provide your employer's details below if your employer is to make a contribution, or if your employer will be deducting your personal contributions from your salary and paying these to us on your behalf.

Name of employer: .....

Address of employer: .....

..... Postcode: .....

Notes to 5

1. All personal contributions must be paid net of basic rate tax by you personally or by someone else on your behalf. We will reclaim basic rate tax from ***HMRC*** and credit this to your ***Barnett Waddingham Flexible SIPP***. If you are a higher rate payer or additional rate income tax payer (or a 'top rate' income tax payer in Scotland), you may be able to reclaim the difference between the basic and higher/additional/top rate through your self assessment return.
   (Please note that this only applies to a tax reclaim in respect of contributions paid by you and not in respect of contributions paid by someone on your behalf).
2. It is your responsibility to ensure contributions paid are eligible for ***tax relief***.
3. Regular personal contributions must be made by Direct Debit – please complete the Direct Debit Instruction on page 9.
4. Employer contributions are payable gross and must be paid from a UK bank account in the employer's name.
5. For regular employer contributions please arrange for the employer schedule overleaf to be completed.
6. You must notify us in writing of all future non-regular employer contributions, contributions from a third party or ad hoc additional personal contributions.

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Schedule of regular employer pension payments

This document should be completed by the employer making regular contributions to a Barnett Waddingham SIPP.

Note: If the contributions change in future please provide a new schedule. The Pension Regulator requires Barnett Waddingham to report unpaid employer contributions so it's important we know the correct payment pattern expected.

Scheme Details

Scheme name: The Barnett Waddingham Self Invested Personal Pension Scheme

Scheme address: St James's House, St James's Square, Cheltenham, GL50 3PR

Employee details

Employee's name: .....

Employee NI number: |....|....|....|....|....|....|....|....|....|

Employer details

Employer's name: .....

Employer's address: .....

Name of contact: ..... Telephone number: .....

Contribution details

The regular contributions notified below will be paid by the employer until further notice.

Total regular contribution amount £..... Split: Employer gross: £.....

(* Employee contributions which are deducted from net pay) Employee net (*): £.....

Frequency: ☐ ***Monthly*** ☐ ***Quarterly*** ☐ ***Half-yearly*** ☐ ***Annually***

Date of payment: ☐ ***1st of the month*** ☐ ***15th of the month***

Note: Contributions are due by the 19th of the month following the employee's pay date. We are required to report missing or late payments to the Pensions Regulator.

Signature (for and on behalf of the employer)

Signed: ..... Date: .....

Note: the Employer's identity will need to be verified for anti-money laundering purposes.

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DIRECT Debit

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Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

BW SIPP LLP
PO BOX 1209
CHELTENHAM
GL50 9WE

Service user number

5	0	3	0	4	1

FOR BW SIPP LLP OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Please complete this Direct Debit (apart from the Reference section below) and sign it.

BW SIPP LLP will use this Direct Debit to collect any regular personal contributions that are to be paid into your Barnett Waddingham Flexible SIPP

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager — Bank/building society

Address

Postcode

Reference

B	W	S	-														

Instruction to your bank or building society
Please pay BW SIPP LLP Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with BW SIPP LLP and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Full Name

NI Number — Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI1

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

DIRECT Debit

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit, BW SIPP LLP will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request BW SIPP LLP to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by BW SIPP LLP or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

– If you receive a refund you are not entitled to, you must pay it back when BW SIPP LLP asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

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6. Transfers in

Please complete this section if you want to transfer your benefits from another ***registered pension scheme*** or a ***recognised overseas pension scheme*** into your ***Barnett Waddingham Flexible SIPP***.

You must obtain the following information from the trustee(s)/scheme administrator of the transferring provider/scheme. If you wish to transfer more than one pension scheme you will need to complete a separate copy of this and the next page of the Application Form for each scheme.

Full name of the transferring provider/scheme administrator: .....

Full name and address of the pension scheme (where known): .....

.....

..... Postcode: .....

Current plan number/member ID: .....

Type of scheme:

☐ ***Personal Pension Scheme*** ☐ ***SIPP*** ☐ ***Defined Benefit Scheme*** ☐ ***Retirement Annuity Contract***

☐ ***Money Purchase Pension Scheme*** ☐ ***Recognised Overseas Pension Scheme***

Approximate fund value to be paid to BW SIPP LLP: £ .....

If assets are to be transferred ***in specie***, please specify them below
(please include the type of arrangement and policy number for insured contracts):

.....

.....

.....

.....

.....

.....

.....

Does this represent the full value of the current plan?: .....

Are the sums and assets being transferred (a) already entirely in drawdown, (b) already partially in drawdown, or (c) not in drawdown?

☐ ***A*** ☐ ***B*** ☐ ***C***

Is the current plan subject to any existing or proposed trustee in bankruptcy orders, or earmarking or pension sharing orders, or other receiving orders?

.....

Does the transfer payment contain any disqualifying pension credits?

☐ Yes ☐ No

If you are transferring a pre-6 April 2015 ***capped drawdown*** fund, do you want to convert this to a ***flexi-access drawdown fund***?

☐ Yes ☐ No

Note

The authority below is your instruction to allow us to obtain the information we require from the existing provider/scheme administrator to transfer your benefits to your ***Barnett Waddingham Flexible SIPP***.

Declaration

1. I authorise and instruct you to transfer funds from the plan(s) as listed in the appropriate section of this application directly to BW SIPP LLP. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.
2. I authorise you, any contributing employer, and any financial intermediary named in this application, to release to each other all necessary information to BW SIPP LLP to enable the transfer of funds to BW SIPP LLP.
3. If an employer is paying contributions to any of the plans as listed in this application, I authorise you to release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).
4. Until this application is accepted and complete, BW SIPP LLP's responsibility is limited to the return of the total payment(s) to the transferring provider(s).
5. Where the payment(s) made to BW SIPP LLP represent(s) the whole of the funds under the plan(s) listed in this application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) listed in the appropriate section of this application.
6. Where the payment(s) made to BW SIPP LLP represent(s) only part of the funds under the plan(s) listed in this application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s).

7. I accept responsibility in respect of any claims, losses, expenses, additional tax charges or any penalties that BW SIPP LLP and the transferring provider(s) may incur as a result of any incorrect, untrue or misleading information provided by me or on my behalf in this application or of any failure on my part to comply with any aspect of this application.
8. If I am transferring a ***capped drawdown*** arrangement(s) to a ***flexi-access drawdown*** arrangement(s), I will be subject to the ***Money Purchase Annual Allowance (MPAA)*** from the date of my first ***flexi-access drawdown*** payment, or If I am already subject to the MPAA, I have supplied the date the MPAA first applied to me in this application.
9. If I am converting a pre-6 April 2015 ***capped drawdown fund*** to a ***flexi-access drawdown fund***, I understand that I am required to provide confirmation of this conversion to scheme administrators of any other pension arrangements of which I am or will be an active or contributing member within 91 days of the conversion taking place.
10. I declare that to the best of my knowledge and belief the above statements are true and complete.
11. I confirm that I have not received any advice from BW SIPP LLP or BW SIPP Trustees Limited in relation to this transfer.

Signed: ..... Date: .....

Please print name: .....

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6(a). Transfers in

Please complete this section if you want to transfer your benefits from another ***registered pension scheme*** or a ***recognised overseas pension scheme*** into your ***Barnett Waddingham Flexible SIPP***.

You must obtain the following information from the trustee(s)/scheme administrator of the transferring provider/scheme. If you wish to transfer more than one pension scheme you will need to complete a separate copy of this and the next page of the Application Form for each scheme.

Full name of the transferring provider/scheme administrator: .....

Full name and address of the pension scheme (where known): .....

.....

..... Postcode: .....

Current plan number/member ID: .....

Type of scheme:

☐ ***Personal Pension Scheme*** ☐ ***SIPP*** ☐ ***Defined Benefit Scheme*** ☐ ***Retirement Annuity Contract***

☐ ***Money Purchase Pension Scheme*** ☐ ***Recognised Overseas Pension Scheme***

Approximate fund value to be paid to BW SIPP LLP: £ .....

If assets are to be transferred in specie, please specify them below
(please include the type of arrangement and policy number for insured contracts):

.....

.....

.....

.....

.....

.....

.....

Does this represent the full value of the current plan?: .....

Are the sums and assets being transferred (a) already entirely in drawdown, (b) already partially in drawdown, or (c) not in drawdown?

☐ ***A*** ☐ ***B*** ☐ ***C***

Is the current plan subject to any existing or proposed trustee in bankruptcy orders, or earmarking or pension sharing orders, or other receiving orders?

.....

Does the transfer payment contain any disqualifying pension credits?

☐ Yes ☐ No

If you are transferring a pre-6 April 2015 ***capped drawdown fund***, do you want to convert this to a ***flexi-access drawdown*** fund?

☐ Yes ☐ No

Note

The authority below is your instruction to allow us to obtain the information we require from the existing provider/scheme administrator to transfer your benefits to your ***Barnett Waddingham Flexible SIPP***.

Declaration

1. I authorise and instruct you to transfer funds from the plan(s) as listed in the appropriate section of this application directly to BW SIPP LLP. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.
2. I authorise you, any contributing employer, and any financial intermediary named in this application, to release to each other all necessary information to BW SIPP LLP to enable the transfer of funds to BW SIPP LLP.
3. If an employer is paying contributions to any of the plans as listed in this application, I authorise you to release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).
4. Until this application is accepted and complete, BW SIPP LLP's responsibility is limited to the return of the total payment(s) to the transferring provider(s).
5. Where the payment(s) made to BW SIPP LLP represent(s) the whole of the funds under the plan(s) listed in this application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) listed in the appropriate section of this application.
6. Where the payment(s) made to BW SIPP LLP represent(s) only part of the funds under the plan(s) listed in this application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s).

7. I accept responsibility in respect of any claims, losses, expenses, additional tax charges or any penalties that BW SIPP LLP and the transferring provider(s) may incur as a result of any incorrect, untrue or misleading information provided by me or on my behalf in this application or of any failure on my part to comply with any aspect of this application.
8. If I am transferring a ***capped drawdown*** arrangement(s) to a ***flexi-access drawdown*** arrangement(s), I will be subject to the ***Money Purchase Annual Allowance*** (***MPAA***) from the date of my first ***flexi-access drawdown*** payment, or If I am already subject to the MPAA, I have supplied the date the MPAA first applied to me in this application.
9. If I am converting a pre-6 April 2015 ***capped drawdown fund*** to a ***flexi-access drawdown fund***, I understand that I am required to provide confirmation of this conversion to scheme administrators of any other pension arrangements of which I am or will be an active or contributing member within 91 days of the conversion taking place.
10. I declare that to the best of my knowledge and belief the above statements are true and complete.
11. I confirm that I have not received any advice from BW SIPP LLP or BW SIPP Trustees Limited in relation to this transfer.

Signed: ..... Date: .....

Please print name: .....

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7. Your Barnett Waddingham Flexible SIPP investments

You decide which investments to hold in your ***Barnett Waddingham Flexible SIPP*** in conjunction with your financial adviser. Please refer to our Allowable Investment Schedule for details of the permissible investments. Please state initially how much you wish to retain in cash in your ***Barnett Waddingham Flexible SIPP*** and then select either option 1 or 2 below:

How much do you wish to retain as cash? £.....

This amount will be used to cover fees, charges and any planned withdrawals, with the balance applied to Option 1 or 2, as selected.

Option 1 – Single portfolio with one panel investment provider

☐ Yes ☐ No

If yes, please specify the provider .....

Option 2 – Broader range of investments

INVESTMENTS	% OR £	NAME OF PROVIDER (WHERE RELEVANT)
Panel investment provider		
Non-panel discretionary or advisory fund manager		
Non-panel fund supermarket or platform		
Non-panel execution only stockbroker		
Commercial property*		
Physical gold bullion		
Deposit accounts		
Other e.g. funds bought from investment provider		

Additional details:

.....

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8. Expression of wishes

Please read the Notes overleaf before completing this ***expression of wishes***. Throughout this form, words or phrases which are shown in '***bold italics***' are explained in the separate Glossary, which you should refer to when completing this form.

On your death, the funds remaining in your ***Barnett Waddingham Flexible SIPP*** will be applied in accordance with the ***trust deed and rules*** to provide lump sum and/or pension death benefits to the selected recipients. For ease of reference, "***dependants***", "***beneficiaries***", "***nominees***" and "***successors***" all represent different types of recipients of lump sum and/or pension death benefits. BW SIPP LLP (the ***operator***) will decide the recipients of the benefits available, but can take account of your ***expression of wishes***.

If you want the ***operator*** to consider paying benefits to one or more individuals or trusts chosen by you, you should give details below, indicate the percentage of your funds that each should receive, and specify whether you would like this to be paid as a lump sum or as pension income.

BENEFICIARY	NAME AND ADDRESS	RELATIONSHIP TO YOU	LUMP SUM OR PENSION INCOME?	% OF FUND
1				
2				
3				
4				
			Total = 100%	

If you wish to nominate registered charities to receive lump sums when there are no surviving ***dependants***, please complete the details below:

NAME OF CHARITY	CHARITY REGISTRATION NUMBER	% OF FUND
		Total = 100%

Please add any additional information to expand upon your wishes; for example, to confirm what happens if a ***beneficiary*** predeceases you, or if there is insufficient space on the previous page:

.....

.....

.....

Please sign below and return this form to your usual Barnett Waddingham SIPP Consultant, and keep a copy for your own records:

Signed: ..... Date: .....

Please print name: ..... SIPP number (if known): .....

General notes – expression of wishes

Please note: These notes are intended to be a short and easily understood summary of the scheme rules and complex tax legislation, as at the date of publication. They do not override those rules or legislation and are not a substitute for specific legal or tax advice. The rules and legislation are subject to change in the future.

1. Completing the ***expression of wishes*** form is optional, but strongly advised. Its contents are not binding on the ***operator***, the ***trustee***, your Barnett Waddingham SIPP or the ***scheme***. The ***operator*** has discretion to decide who should benefit from your Barnett Waddingham SIPP funds on your death but will take your ***expression of wishes*** form into consideration. The ***operator*** will also consult with your family and executors of your Will.
2. Where you have indicated a preference for payment of a lump sum over pension income, the ***operator*** still retains discretion over the exact form of benefits and the recipients. The ***operator*** may consult with your ***beneficiaries*** as to the manner in which benefits are paid.
3. The ***operator*** may consider any person, charity or trust that you nominate for lump sum benefits. A charity can only be paid a tax-free lump sum if there are no surviving ***dependants***. The charity must be nominated by you before your death. Lump sum payments to trusts are potentially subject to tax as set out in Notes 8 and 9.
4. The ***operator*** can only consider your ***dependants*** and individuals that you nominate (called ***nominees***) for pension income, and can only consider other individuals in the absence of any known ***dependants*** or ***nominees***.
5. For administrative reasons, it is important that the ***operator*** is aware of who might qualify as a ***dependant***. Please therefore complete the list of ***dependants*** on the following pages.
6. If you wish to provide for minors as potential ***beneficiaries***, you may wish to set up an appropriate trust (if you do not already have one) with your solicitor, and provide the relevant details in your ***expression of wishes*** form.
7. Currently, both lump sum and pension income payments are usually free from Inheritance Tax, as the ***operator*** has discretion over the exact form of benefits and the recipients. To maintain this exemption, you should not mention your ***expression of wishes*** or your Barnett Waddingham SIPP in your Will.

8. The taxation of death benefits regularly changes. Currently, if you die before age 75, any unused funds will usually be paid tax-free to both individuals and non-individuals, which could include a trust or company, provided that you have sufficient ***lifetime allowance*** available in respect of any ***uncrystallised*** funds. Funds must be designated into a ***flexi-access drawdown fund*** within two years of the date of your death, in order for the pension to be paid tax-free. Lump sums must be paid out within two years of the date we receive notification of your death, in order to be paid tax-free, (with the possible exception of a charity lump sum death benefit).

9. If you die at or after age 75, until the Government notifies otherwise, Income Tax will be payable at the recipient's marginal tax rate on both lump sum payments and pension income, where the recipient is an individual. Where a lump sum is paid to a non-individual, which could include a trust or company, an up-front 45% tax charge will apply until the Government notifies otherwise.

10. This ***expression of wishes*** revokes any previous ***expression of wishes*** that you have made. You may change or withdraw your ***expression of wishes*** at any time by writing to us at the following address:
BW SIPP LLP, PO Box 1209, Cheltenham, Gloucestershire, GL50 9WE.

11. You should review your ***expression of wishes*** at regular intervals, particularly when there is any change in your personal circumstances. You should ask for a new form when you have reached age 75.

12. If a ***beneficiary*** dies leaving unused ***flexi-access drawdown pension*** funds, he/she can pass those funds to a ***successor*** either to provide ***flexi-access drawdown pension*** through a ***successor's flexi-access drawdown fund***, or to be paid as a lump sum death benefit. The tax treatment of the death benefits will depend on the ***beneficiary's or successor's*** age of death, as described above in Notes 8 and 9.

List of Dependants

Spouse, civil partner, or other partner

Please give details of your spouse or civil partner. You may also give details of someone who is not your spouse or civil partner, but who you consider to be financially dependent on you, or with whom your financial relationship is one of mutual dependence.

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

Children under age 23

Please give details of any children (including any who are legally adopted) under age 23. Children aged 23 or over only qualify as ***dependants*** if they remain dependent on you, due to a physical or mental impairment.

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

Other dependants

People who are dependent on you because of physical or mental impairment may also qualify as ***dependants***, whether they are your children or not. Please give details of any such people below.

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

Name: ..... Date of birth: .....

Relationship to you: .....

Address: .....

..... Postcode: .....

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9. Benefit Options Confirmation

As soon as any transfers-in (as detailed in the earlier section(s)) and contributions have been received, I confirm that I wish to proceed with accessing benefits from my ***Barnett Waddingham Flexible SIPP*** as follows:

1. Drawdown Pension

Please tick either Option A, B or C and complete the relevant details.

☐ **OPTION A: I wish to top-up an existing transferred-in Capped Drawdown fund**
(and NOT convert to Flexi-access drawdown)

I wish to crystallise: Full fund ☐ OR Phased amount of £..... (gross)

I wish to crystallise: £.....

I confirm that I will not partake in the recycling of this lump sum. I hereby indemnify BW SIPP LLP from any tax charges arising, should I be assessed as having done so.

I wish to receive a gross Drawdown income of : £..... per payment

Payment frequency:

☐ ***Single*** ☐ ***Monthly*** ☐ ***Quarterly*** ☐ ***Half-yearly*** ☐ ***Yearly***

I wish my new regular Drawdown income to commence on: 1st ☐ 15th ☐ Month..... Year.....

Preferred date for single payment: Day ☐ Month..... Year.....

OR

☐ **OPTION B: I wish to convert my existing transferred-in Capped Drawdown fund to Flexi-Access Drawdown** See Flexi-Access Drawdown note below

Please continue with my current Drawdown income payments, OR update to the following:

I wish to receive a gross Drawdown income of : £..... per payment

Payment frequency:

☐ ***Single*** ☐ ***Monthly*** ☐ ***Quarterly*** ☐ ***Half-yearly*** ☐ ***Yearly***

I wish my new regular Drawdown income to commence on: 1st ☐ 15th ☐ Month..... Year.....

Preferred date for single payment: Day ☐ Month..... Year.....

Please note that where a single payment exhausts your full SIPP fund, this will be paid within 3 working days of processing (pending disinvestments). All fund fees will be settled beforehand.

OR

OPTION C: I wish to commence Flexi-Access Drawdown
See Flexi-Access Drawdown note below

I am also requesting that any exisiting Capped Drawdown funds transferred into my SIPP with Barnett Waddingham should also be converted to Flexi-Acess Drawdown Yes ☐ No ☐

I wish to crystallise: Full fund ☐ Or Phased amount of £..... (gross)

I request payment of a Pension Commencement Lump Sum of: £.....

I confirm that I will not partake in the recycling of this lump sum. I hereby indemnify BW SIPP LLP from any tax charges arising, should I be assessed as having done so.

I wish to receive a gross Drawdown income of: £..... per payment

Payment frequency:

☐ ***Single*** ☐ ***Monthly*** ☐ ***Quarterly*** ☐ ***Half-yearly*** ☐ ***Yearly***

I wish my new regular Drawdown income to commence on: 1st ☐ 15th ☐ Month..... Year.....

Preferred date for single payment: Day ☐ Month..... Year.....

Please note that where a single payment exhausts your full SIPP fund, this will be paid within 3 working days of processing (pending disinvestments). All fund fees will be settled beforehand.

Flexi-Access Drawdown note:

When commencing a new Flexi-Access Drawdown fund, or converting a current Capped Drawdown fund to a Flexi-Access Drawdown fund, I understand that:

a. the conversion will take place on the later of when it is formally accepted by the Scheme Administrator and 6 April 2015;

b. I am required to provide confirmation of this conversion to scheme administrators of any other pension arrangements of which I am or will be an active or contributing member within 91 days of going into Flexi-Access Drawdown;

c. If this is the first income payment to be taken from a Flexi-Access Drawdown arrangement, this payment will trigger the money purchase annual allowance (MPAA) rules if you have not already triggered them. This means that the amount that can be paid by, or for you, into your money purchase pension arrangement(s) without a tax charge arising will be restricted to £4,000 gross per tax year with effect from 6 April 2017.

d. if in any tax year, from 6 April 2017 onwards, you become subject to the MPAA and the total of the pension inputs to money purchase arrangements, and certain hybrid arrangements, relating to me exceeds £4,000:

   i. there will be an annual allowance tax charge on the excess, and

   ii. the annual allowance for pension inputs to other non-money purchase arrangements relating to me will be £4,000 less than it would otherwise be.

e. notwithstanding the above, there may be exceptions for contributions paid in excess of £4,000 prior to going into Flexi-Access Drawdown;

f. I am responsible for any annual allowance tax charge due on excessive contributions; and

g. the benefits available to me and my beneficiaries in the future from the Scheme are dependent solely on the fund value attributable to me and so will reduce each time I withdraw funds from the Scheme. This may result in insufficient funds being available for my future financial needs, particularly after allowing for the effects of inflation and the possible costs required for long term care.

2. Uncrystallised Funds Pension Lump Sum

☐ **I wish to take an Uncrystallised Funds Pension Lump Sum**
(a one-off, part-taxed, income amount)

I wish to take an Uncrystallised Funds Pension Lump Sum of: Full fund ☐ Or £..... (gross)

Payments will be made within 3 working days of processing (pending disinvestments). Please note that your final Uncrystallised Funds Pension Lump Sum figure will be reduced by the Uncrystallised Funds Pension Lump Sum fee as per our Schedule of Fees, which will be settled before payment. Where the payment exhausts your SIPP, the figure will be further reduced by any other fees due.

Uncrystallised Funds Pension Lump Sum note:

Receiving an Uncrystallised Funds Pension Lump Sum will trigger the money purchase annual allowance (MPAA) rules if you have not already triggered them. This means that the amount that can be paid by, or for you, into your money purchase pension arrangement(s) without a tax charge arising will be restricted to £4,000 gross per tax year with effect from 6 April 2017.

3. Annuity Purchase

Via the 'open market option' following the payment, if applicable, of my PCLS noted below.

☐ **I wish to use funds in my SIPP with Barnett Waddingham to purchase an annuity, and enclose the appropriate details and application form for completion.**

Full fund ☐ Or, amount of £.....

Pension Commencement Lump Sum amount .....

I wish to use (part of) my fund to purchase a lifetime ananuity with: .....

I wish to use (part of) my fund to purchase a short-term annuity
(an annuity that pays out for a maximum of five years) with: .....

I wish to use (part of) my fund to purchase a fixed-term annuity with: .....

4. Payment and Asset Details

Please pay my benefits to my following personal UK bank account:

BANK DETAILS	PENSION COMMENCEMENT LUMP SUM/ UNCRYSTALLISED FUNDS PENSION LUMP SUM	DRAWDOWN INCOME (IF DIFFERENT)
Bank Name:		
Sort Code:		
Account Number:		
Account Name:		

Where my fund contains property, unquoted shares or other illiquid assets, I attach a current valuation, or have made arrangements for a valuation to be sent directly to BW SIPP LLP.

Funds to meet my lump sum and my Drawdown income (where elected) will be settled from the cash retained in my ***Barnett Waddingham Flexible SIPP*** if sufficient. Where there is a shortfall, the required funds should be drawn from the following asset(s):

ASSET NAME IN ORDER OF DISINVESTMENT	PENSION COMMENCEMENT LUMP SUM/ UNCRYSTALLISED FUNDS PENSION LUMP SUM (£ AMOUNT OR % OF REQUIRED AMOUNT)	DRAWDOWN INCOME (IF DIFFERENT) (£ AMOUNT OR % OF REQUIRED AMOUNT)
1)		
2)		
3)		
4)		

If you have extinguished all of the funds in your first chosen asset, we will disinvest from your next chosen asset or re-proportion your disinvestment percentage across the remaining noted assets. Please note that disinvestment timescales by third parties may delay your preferred payment date.

5. Member Declaration and Signature

All the information I have provided is complete and correct to the best of my knowledge. I will advise BW SIPP LLP immediately if any of the information needs to be changed. I understand that if my benefits from my SIPP with Barnett Waddingham exceed my Lifetime Allowance (LTA), a tax charge will apply and my benefits will reduce accordingly. If further tax becomes payable because the information provided is incorrect, I understand that I will be wholly and personally liable for the tax charge due, and any penalty that HMRC may impose.

I confirm I have neither requested, nor received, advice from Barnett Waddingham.

I understand the risks associated with the option(s) I have elected and the sustainability and tax implications of any income option selected.

Signed: ..... Date: .....

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10. Lifetime Allowance Declaration

The Standard Lifetime Allowance (LTA) for tax year 2019/20 is £1,055,000.

Before you draw benefits, we need to establish how much of your Lifetime Allowance you have available, to make sure that any tax charge for excess benefits is properly assessed. Please complete Section A if there is any missing information.

If you have a form of Lifetime Allowance protection, your Lifetime Allowance could be different to the Standard LTA. You will need to confirm this to us by sending in a copy of the certificate or permanent reference number, if we do not have it already, and completing Section B. You then need to complete Section C **or** Section D.

Complete Section C if you have already had some pension benefits tested against the Lifetime Allowance. This is generally when you have started to draw benefits after 5 April 2006, or perhaps transferred to a Qualifying Recognised Overseas Pension Scheme (QROPS). If not, complete Section D instead, as we will need to know if you received any benefits before 6 April 2006.

Section A – Member information

Scheme name: Barnett Waddingham Self Invested Personal Pension

Member's name: .....

Member's date of birth: .....

Member's national insurance number: .....

Intended date of drawing benefits: .....

In order to establish your position we need to know what benefits you have drawn, and when you did so. To help us with this please answer the questions below. In your answers **do not include**:

- any benefits previously drawn from your SIPP with Barnett Waddingham;
- any State Pensions or State Pension Credit;
- any dependant's, nominee's or successor's pension you are receiving.

Section B – Lifetime Allowance protection

Note

Please note below any form of Lifetime Allowance protection that you have. Where you have indicated that you have some form of protection, please provide a copy of the HMRC confirmation certificate; or if you have Fixed Protection 2016, Individual Protection 2014 or Individual Protection 2016 please provide the Scheme Administrator Reference Number and the Permanent Reference Number below.

PROTECTION TYPE	TICK IF APPLIES TO YOU	HMRC CERTIFICATE REFERENCE NUMBER; OR SCHEME ADMINISTRATOR REFERENCE NUMBER AND PERMANENT PROTECTION REFERENCE NUMBER
Enhanced Protection	☐	
Primary Protection	☐	
Fixed Protection (from 6 April 2012)	☐	
Fixed Protection 2014	☐	
Individual Protection 2014	☐	
Lifetime Allowance Enhancement Factor	☐	
Fixed Protection 2016	☐	
Individual Protection 2016	☐	

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Section C – Lifetime Allowance used to date

Please list below any benefits brought into payment after 5 April 2006 but before the intended date of drawing benefits.

Note

Your pension provider or scheme administrator should have told you the proportion of the Lifetime Allowance used and sent annual reminders which may be on your P60. It may help us if you provide copies of any certificates issued.

SCHEME OR PENSION PROVIDER	TAX YEAR CAME INTO PAYMENT	PROPORTION OF LTA USED
		....%
		....%
		....%
		....%
		....%
		....%

If you have any pensions you are already receiving which have increased in payment by more than 5% **and** the rate of inflation in any year since 5 April 2006, you may have used up further allowance. This excludes drawdown pensions. Please complete the table below.

Note

The provider(s) should have told you the proportion of the Lifetime Allowance used with each such increase, but be careful not to double count any allowance already listed above.

SCHEME OR PENSION PROVIDER	TAX YEAR INCREASE APPLIED	PROPORTION OF LTA USED
		....%
		....%
		....%

If you have transferred any pension benefits to a QROPS on or after 6 April 2006 then you will have used up part of your LTA. Please complete the table below.

Note

The transferring arrangement should have notified you how much Lifetime Allowance was used up with the transfer.

TRANSFERRING UK PENSION PLAN	TAX YEAR OF TRANSFER	PROPORTION OF LTA USED
		....%
		....%
		....%

Section D – Lifetime Allowance usage relating to benefits accessed before 6 April 2006

SECTION D does not need completing if SECTION C has been completed instead.

If you have any pensions that were in payment **before** 6 April 2006 please complete the table below.

SCHEME OR PENSION PROVIDER	DATE PENSION STARTED	CURRENT PENSION BEFORE TAX*	DRAWDOWN PENSION
		£ a year	☐
		£ a year	☐
		£ a year	☐

** Where pension is from a **capped drawdown fund**, please tick the box and note down the maximum pension that you are permitted to draw, regardless of the current level of pension that you have selected. Where your drawdown is not subject to a cap, note down the maximum that applied before your pension became uncapped.*

If you received a cash sum from another pension scheme between 27 July 2004 and 6 April 2006, AND **deferred** taking the pension from that same scheme until after 6 April 2006 please confirm the details below.

SCHEME OR PENSION PROVIDER	DATE CASH SUM RECIEVED	CASH SUM
		£
		£
		£

Section E – Declaration

Note

If you believe your benefits are large enough to potentially exceed your Lifetime Allowance limit (and may therefore be subject to a tax charge) you should let us know. You may find it helpful to speak to a financial adviser.

If you do not have a financial adviser you can visit The Personal Finance Society's website www.thepfs.org/yourmoney/find-an-adviser and they will give you details of advisers in your area.

I declare that all of the information that I have provided is complete and correct to the best of my knowledge and that I will advise of any amendments needed without delay.

I acknowledge that where there is insufficient Lifetime Allowance, a tax charge will apply (unless I have Enhanced Protection) and my benefits will reduce accordingly. I understand that if further tax becomes payable because this declaration is not correct then I will be wholly and personally liable for the tax charge due and any penalty that HMRC may impose.

Signed: ..... Date: .....

Please print name: .....

Frequently asked questions

What is the Standard Lifetime Allowance?

When the Scheme Administrator calculates the benefits that you may receive, they must look at the total value of your pension benefits and compare this against the Standard Lifetime Allowance.

The Standard Lifetime Allowance over the last few tax years has been as follows:

Tax year	2014/15	2015/16	2016/17	2017/18	2018/19
Standard Lifetime Allowance	£1,250,000	£1,250,000	£1,000,000	£1,000,000	£1,030,000

Benefits from all of your pension arrangements count towards the Standard Lifetime Allowance. There is no limit on the amount of benefits that you can build up, but you will be taxed on any benefits above the Standard Lifetime Allowance when these are taken. The current tax rate is 55% if you take the excess benefits as a lump sum or 25% if the excess is taken as taxable pension income.

In addition, there are tax implications if you contribute more than your available Annual Allowance in a tax year and there is no tax relief available on personal contributions to a pension arrangement, where you are aged 75 and over.

How are your benefits tested against the Standard Lifetime Allowance?

This depends on whether you have benefits from a defined contribution (or 'money purchase') scheme or if you have a pension from a defined benefit scheme (sometimes called a 'final salary' or 'care' scheme).

Defined contribution scheme

We simply compare your fund value at retirement (before you take any cash) against the Standard Lifetime Allowance for that tax year.

Defined benefit scheme

At retirement, your annual Scheme Pension is multiplied by 20 and this value is tested against the Standard Lifetime Allowance. If you take a cash lump sum it is tested at face value against the Standard Lifetime Allowance.

Enhanced Protection, Fixed Protection and other forms of Lifetime Allowance protection

Most people are not affected by the Lifetime Allowance limit. However, transitional arrangements were put in place for people who may have been affected by these limits when they were introduced. This allowed them to register for a higher Lifetime Allowance (or, in the case of Enhanced Protection, to be exempt from the tax applied when the Lifetime Allowance has been fully used).

What happens when I want to draw benefits?

When you draw benefits you will be asked to make a declaration about your Lifetime Allowance position, and whether you have enough unused allowance to take your benefits without additional tax implications. You will need to take into account any percentages already used up by any other pension benefits that you may have. If you have a pension which started before 6 April 2006 it is calculated as 25 times the pension (if the pension is a drawdown pension, the pension figure to use is the maximum permitted pension, but multiplied by 0.8 if your new crystallisation occurs after 5 April 2015).

* If you intend to purchase a property, please consult our Property Guide and complete our Property Purchase Questionnaire (available by email or on our website www.barnett-waddingham.co.uk/flexiblesipp).

11. Declaration

1. I apply to establish a ***Barnett Waddingham Flexible SIPP*** and to become a ***member*** of the ***scheme***.
2. I have read and agree to be bound by the ***trust deed and rules*** of the ***scheme*** as amended from time to time.
3. I have read and accept the current Schedule of Fees, the Glossary, and the Terms and Conditions of the ***Barnett Waddingham Flexible SIPP***, and agree to be bound by them as amended from time to time.
4. In return for the services to be provided by the ***operator*** and the ***trustee***, I agree to pay the charges set out in the Schedule of Fees. I understand that the operator has the power to deduct any charges from my ***Barnett Waddingham Flexible SIPP***, or to seek payment from me personally if there are insufficient funds in my ***Barnett Waddingham Flexible SIPP***.
5. I agree to the ***operator*** deducting the amount of any scheme sanction charge, or other tax charge or fine or penalty levied by ***HMRC*** on the ***operator*** in respect of my ***Barnett Waddingham Flexible SIPP*** from my ***Barnett Waddingham Flexible SIPP*** funds. If the amount involved exceeds the funds in my ***Barnett Waddingham Flexible SIPP***, I agree to pay the excess to the ***operator*** personally.
6. I confirm that I will provide any information I am required by ***HMRC*** to provide to the administrators or trustees of any other pension arrangement, including in which I am an active member, in respect of my ***money purchase annual allowance***.
7. I declare that the information provided in this Application Form and any other documents completed in connection with this application, is to the best of my knowledge and belief, correct and complete.
8. I acknowledge that the ***operator*** will carry out a check to verify my identity before I commence my ***Barnett Waddingham Flexible SIPP*** in order to meet its anti-money laundering obligations. This will include checking the information I have provided in this Application Form against information held on other databases including checks against the full electoral register and fraud prevention agencies.
9. I understand that my information:
   a. will be used by the ***operator*** and the ***trustee*** and their agents, employees and sub-contractors to establish, process and administer my ***Barnett Waddingham Flexible SIPP***;
   b. may be given to the financial adviser detailed in section 4, any third party named in section 4, any ***panel*** investment provider or other third party that manages any of the investments in my ***Barnett Waddingham Flexible SIPP***, and any other advisers I may appoint from time to time in connection with my ***Barnett Waddingham Flexible SIPP***;
   c. will only be shared by the ***operator*** and its parent, Barnett Waddingham LLP; and
   d. may be passed to regulatory bodies and to organisations involved in fraud prevention and financial crime.
10. I understand that if I supply false or inaccurate information and the ***operator*** suspects fraud, the ***operator*** may record this and share this information with other organisations.
11. I understand that, subject to the above, any information supplied by me will be treated in the strictest of confidence and will be held in accordance with the ***General Data Protection Regulation*** and any subsequent replacement legislation.
12. a. I confirm that the financial adviser detailed in section 3 is advising me in relation to my ***Barnett Waddingham Flexible SIPP*** unless otherwise notified in writing to the ***operator***;
    b. I authorise the ***operator*** to act upon instructions from the financial adviser detailed in section 3 in relation to my ***Barnett Waddingham Flexible SIPP***;
    c. I acknowledge that all instructions submitted by the financial adviser detailed in section 3 will be treated by the ***operator*** as binding and received in good faith; and
    d. I agree to the payment of the charges to my financial adviser as specified in the 'Authorisation to pay adviser's charges' in section 3 from the assets in my ***Barnett Waddingham Flexible SIPP*** until otherwise notified by me in writing.

13. I understand that:

    a. neither the ***operator*** nor the ***trustee*** gives, and shall not be deemed to give, any legal, financial, investment, tax or any other advice in connection with my ***Barnett Waddingham Flexible SIPP*** or any underlying investments or decisions associated with it; and

    b. neither the ***operator*** nor the ***trustee*** will be liable to me for any claims, costs, expenses, losses or liability arising to my ***Barnett Waddingham Flexible SIPP*** and its underlying investments as a result of any loss on the investments in my ***Barnett Waddingham Flexible SIPP***, except if this is due to their wilful neglect or wilful default.

14. I agree to indemnify the ***operator*** and the ***trustee*** against any claims, costs, expenses or losses that may be made or arise in respect of my investment decisions or any loss on the investments in my ***Barnett Waddingham Flexible SIPP***.

15. I accept that the value of my ***Barnett Waddingham Flexible SIPP*** may only be applied to provide me with benefits when I choose to take ***retirement benefits*** or on my death and that the ***operator*** will provide such benefits in line with relevant ***HMRC*** legislation at that time.

16. **If contributions are to be paid, I declare that:**

    a. I am under age 75 and am a ***relevant UK individual*** (see Notes 1 and 2 below).

    b. The total contributions paid to my ***Barnett Waddingham Flexible SIPP*** and to other ***registered pension schemes***, in respect of which I am entitled to tax relief under section 188 of Finance Act 2004 will not exceed, in any tax year, the higher of:

    - the basic amount (£3,600 for the 2019/2020 tax year and from then on until the Government notifies otherwise);

    or

    - my ***relevant UK earnings*** (see Note 2 below) in that year, or, if lower, the prevailing annual allowance (£40,000 for the 2019/2020 tax year).

    c. The declaration in b is correct, to the best of my knowledge and belief.

    d. I will notify the ***operator*** in writing if an event occurs, as a result of which I will no longer be entitled to tax relief by the later of:

    - 5th April in the year of assessment in which the event occurs; and
    - the date which is 30 days after the occurrence of that event.

17. **If this application is being made on behalf of an applicant who is under the age of 18, I declare that:**

    a. I am making this application on behalf of the applicant named in section 1 of this Application Form;

    b. I will be responsible for the applicant's pension arrangements under the ***scheme*** until the applicant reaches age 18;

    and

    c. I understand that contributions paid into the ***scheme*** may only be returned to the applicant in the form of benefits payable under the rules of the ***scheme*** (on or after reaching age 55), except in the case of earlier ***ill-health*** or ***serious ill-health***.

    d. I agree to advise the ***operator*** of the applicant's National Insurance number when he/she reaches age 16.

Note 1 to Declaration

An individual is a ***relevant UK individual*** for a tax year if he/she:

a. has ***relevant UK earnings*** (see Note 2) chargeable to income tax for that tax year; or

b. is resident in the United Kingdom at some time during that tax year; or

c. was resident in the UK at some time during the five tax years immediately before the tax year in question and was also resident in the UK when he/she joined the pension scheme; or

d. has for that tax year general earnings from overseas Crown employment subject to UK tax as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA); or

e. is the spouse or civil partner of an individual who has for the tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of ITEPA).

For an individual within b to e above, who does not have ***relevant UK earnings***, the maximum ***member*** contribution is the basic amount (£3,600 for the 2019/2020 tax year and from then on until the Government notifies otherwise).

Note 2 to Declaration

Relevant UK earnings are:

a. employment income such as salary, wages, bonus, overtime, commission chargeable to tax under section 7(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA);

b. income immediately derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership) chargeable under Part 2 Income Tax (Trading and Other Income) Act 2005 (ITTOIA) (trading income);

c. patent income within the meaning of section 579 ITTOIA, or amounts on which tax is payable under section 587 or 593 ITTOIA, or amounts on which tax is payable under section 472(5) of the Capital Allowances Act or paragraph 100 of Schedule 3 to that Act, in each case where the recipient alone or jointly devised the invention for which the patent in question was granted;

d. income which is chargeable under Part 3 of ITTOIA and is immediately derived from the carrying on of a UK or an EEA furnished holiday lettings business (whether individually or as a partner acting personally in a partnership); and

e. general earnings from an overseas Crown employment which are subject to tax in accordance with section 28 of ITEPA.

Relevant UK earnings are to be treated as not being chargeable to income tax if by virtue of section 2(1) Taxation (International and Other Provisions) Act 2010 (double taxation arrangements), they are not taxable in the United Kingdom. To the extent that they are not chargeable in this way, they will also not count towards the annual limit for relief.

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Please note: You should read the *Barnett Waddingham Flexible SIPP Terms and Conditions*, the Key Features Document, the Key Features Illustration, the Glossary, the Allowable Investment Schedule, the Schedule of Fees and the trust deed and rules carefully before signing this Declaration. If somebody else has completed the Application Form on your behalf it is your responsibility to check that the details are correct. If you do not understand any point please ask for further information before signing (contact details are provided on the back of this Form).

Signed: ..... Date: .....

Name (in CAPITALS): .....

Important: It is a serious offence to make false statements or false claims. The penalties for this can be severe and may lead to prosecution.

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To be completed by the operator on acceptance of application

The ***operator*** accepts the applicant named in section 1 (the ***member***) as a ***member*** of the ***scheme***.

Signed by BW SIPP LLP acting by a member:

BW SIPP LLP member (name in CAPITALS): .....

Signed: ..... Date: .....

What to do next

After signing this Application Form, please send the original by post to us with the following:

- photo identification (e.g. passport, driving licence photocard, firearms licence – either originals sent by Special Delivery post, or copies certified by an appropriate professional such as a solicitor or authorised financial adviser); and
- address verification (usually a utility bill dated within the last three months, but not a mobile phone bill. Council tax confirmations dated within the last three months or driving licences with photocard and paper counterpart can also be accepted).

Please post the full pack to:

BW SIPP LLP
PO Box 1209
Cheltenham
Gloucestershire
GL50 9WE

On receipt we will contact you if we have any initial queries, otherwise we should have your ***Barnett Waddingham Flexible SIPP*** set up within two weeks.

If you have any other queries in the meantime, please contact us.

We look forward to working with you.

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If you would like to discuss anything related to the Barnett Waddingham Flexible SIPP please contact us:

0344 443 0100

flexiblesipp@barnett-waddingham.co.uk

Barnett Waddingham is proud to be a leading independent UK consultancy at the forefront of risk, pensions, investment and insurance.

We're a team of over 1,000 people, each delivering on our values and our promise to ensure the highest levels of trust, integrity and quality.

Barnett Waddingham LLP is a body corporate with members to whom we refer as "partners". A list of members can be inspected at the registered office. Barnett Waddingham LLP (OC307678), BW SIPP LLP (OC322417), and Barnett Waddingham Actuaries and Consultants Limited (06498431) are registered in England and Wales with their registered office at 2 London Wall Place, London, EC2Y 5AU.

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority and is licensed by the Institute and Faculty of Actuaries for a range of investment business activities. BW SIPP LLP is authorised and regulated by the Financial Conduct Authority. Barnett Waddingham Actuaries and Consultants Limited is licensed by the Institute and Faculty of Actuaries in respect of a range of investment business activities.

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Allowable investment schedule

Applicable to all SIPP arrangements under the
Barnett Waddingham Self Invested Personal Pension

Words or phrases which are shown in '***bold italics***' are explained in the Glossary, which you should refer to when reading this Allowable Investment Schedule.

Stocks and Shares	Allowable?
Securities (other than derivatives) listed on the London Stock Exchange, the Alternative Investment Market (AIM), or any overseas ***HM Revenue & Customs (HMRC)*** recognised stock exchange	Yes
UK government treasury bills	Yes
Unlisted securities – unconnected parties (see note 21)	No
Unlisted securities – ***connected parties*** (see note 21)	No
Listed depositary interests listed on the London Stock Exchange, the AIM, or any overseas ***HMRC*** recognised stock exchange	Yes
Unlisted depositary interests	No

Derivative Contracts	Allowable?
Warrants, covered warrants, futures, options and other derivatives where the liability under the contract cannot exceed the amount invested in that contract	Yes
Warrants, covered warrants, futures, options and other derivatives where the liability under the contract could exceed the amount invested in that contract	No

Collective Investment Schemes	Allowable?
Exchange traded funds	Yes
Exchange traded commodities	Yes
Tax exempt unauthorised unit trusts	Yes
Open ended collectives including unit trusts, OEICS and protected cell companies	Yes
Closed ended collectives listed on the London Stock Exchange, the AIM, or any overseas ***HMRC*** recognised stock exchange, including closed ended investment companies, investment trusts and real estate investment trusts	Yes

Partnerships	Allowable?
Limited liability partnerships	No
Limited partnerships	Yes

Physical Commodities	Allowable?
Investment grade gold	Yes
Physical commodities other than investment grade gold (such as silver bullion)	No

Insurance Company Funds and Policies	Allowable?
Insurance company funds and policies, including traded endowment policies and with profit contracts with an EEA regulated insurance company	Yes
All insurance company funds and policies with a non-EEA regulated insurance company	No

Structured Products	Allowable?
Where the underlying investment is an EEA deposit account	Yes
Where the underlying investment is an asset allowable under this schedule	Yes
Any other structured product	No

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National Savings and Investments (NS&I)	Allowable?
Products allowable by NS&I to be held by a corporate trustee	Yes
All other products	No

Bank Accounts	Allowable?
BW SIPP LLP ***client money account*** and ***deposit accounts*** with our ***chosen bank***	Yes
Deposit accounts with other EEA authorised deposit takers	Yes
All other accounts	No

Direct Property Holdings	Allowable?
UK direct commercial property (see note 20)	Yes
Overseas direct commercial property (see notes 19 and 20)	Yes

Loans	Allowable?
Loans to ***connected parties*** (see note 14)	No
Loans to limited companies and limited liability partnerships (see note 14)	No
Loans to individuals, sole traders or partnerships (see note 14)	No

Other non-standard Investments	Allowable?
Carbon credits or similar	No
Rooms in non-UK hotel developments including fractional ownership	No
Non-UK direct forestry, biofuel or similar investments	No
Any land which appears to be marketed and sold as part of a land banking arrangement	No
Residential Property (see notes 9 and 15)	No
Wasting Assets (see note 16)	No
Cryptocurrencies including Bitcoins	No

Notes and general conditions

1. No investment may be acquired that has the potential to create a liability beyond the fully paid up acquisition price of that investment.
2. No investment may be acquired which cannot be realised for cash within a two year period or be freely transferred to another eligible investor for that investment.
3. BW SIPP LLP will carry out it's own due diligence where it is deemed appropriate on a number of different types of investment and will engage the services of, where appropriate, a number of third parties to assist with that process. This will require in some cases the cooperation of the investment provider in supplying to BW SIPP LLP and/or third party service providers information to allow the due diligence process to be undertaken. You may not rely on our due diligence for any reason and recommend your undertake your own due diligence to ensure it is appropriate to your needs and circumstances.
4. The level of fees applicable to a ***Barnett Waddingham Flexible SIPP*** will depend on whether a ***panel*** investment provider is chosen or not. Please refer to our website for details of our fees and ***panel*** investment providers: www.barnett-waddingham.co.uk/SIPP
5. The definition of 'investment grade gold' is gold of a purity not less than 995 thousandths that is in a form of a bar or a wafer, of a weight accepted by the bullion markets. Gold bullion may only be acquired when it is to be stored in vaults by an independent third party acceptable to BWSIPP LLP.
6. Where an adviser is acting in the recommendation of an investment, BWSIPP LLP reserves the right to request a copy of the recommendation letter before allowing the investment to proceed.
7. All assets must be capable of being registered in the name of BWSIPP Trustees Limited (the trustee) and designated with either the member name or Barnett Waddingham SIPP arrangement number.

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8. No investment or series of investments may be made where ***HMRC*** would be likely to deem this to be a trading activity by the Barnett Waddingham SIPP arrangement.
9. No investment may be acquired which would result in the holding of ***taxable property*** as defined in Schedule 29A of The Finance Act 2004.
10. All securities, collective investment schemes, derivatives and structured products that are listed on the London Stock Exchange, the AIM, or any overseas ***HMRC*** recognised stock exchange must be acquired via an investment manager, stockbroker or platform acceptable to BW SIPP LLP and held by that investment manager using their nominee or other custodian arrangements.
11. If any transaction is to be carried out between the Barnett Waddingham SIPP arrangement and a ***connected party***, the transaction must take place on an ***arm's length*** basis at market value. Market value is the price an investment may reasonably be expected to fetch on the open market calculated in accordance with section 272 of the Taxation of Chargeable Gains Act 1992. A ***connected party*** is as defined in Section 993 of the Income Tax Act 2007.
12. BWSIPP LLP may require a minimum cash balance to be held in the client money account dependent on the liquidity or otherwise of the assets held within the Barnett Waddingham SIPP arrangement.
13. Enterprise Investment Schemes, Seed Enterprise Investment Schemes, Venture Capital Trusts, UCIS and Hedge Funds are not listed within this schedule as they represent investments attracting certain tax reliefs, with a particular regulatory status or with a particular investment strategy but are not a type of investment vehicle in their own right. These investments may be structured via a number of different investment vehicle types and these are included within the schedule.
14. With effect from 1 August 2018, BWSIPP LLP no longer allows loans to made from SIPP arrangements.
15. Residential property is not a permitted investment in a SIPP, except in very limited circumstances. Details of these exceptions are available in HMRC's Pension Tax Manual, section PTM125200.
16. A wasting asset is as defined in S.44 of The Taxation of Chargeable Gains Act 1992.
17. You take full responsibility for the suitability and appropriateness of the investments that you make and if applicable the management of those investments.
18. BWSIPP LLP reserves the right to change the types of investments allowable at any time. Please refer to our website at www.barnett-waddingham.co.uk/SIPP to ensure that you have the current version of this allowable investment schedule.
19. BWSIPP LLP will consider requests to invest into direct overseas commercial property but reserves the right at its discretion to decline to allow the investment. Direct overseas commercial property will only be considered where:
    a) It is located in a country where the primary language spoken is English, UK trusts are recognised and a land registry exists similar to that in the UK;
    b) Legal advice is provided by a solicitor acceptable to BWSIPP LLP on any taxation or legal issues that would apply to investment into property in that country;
    c) A property manager resident in the country where the property is located, acceptable to BWSIPP LLP is appointed;
    d) There is a connection between the member and the country where the property is located through personal residence or business interests;
    e) The outcome of any due diligence on the property undertaken is acceptable to BWSIPP LLP; and
    f) BWSIPP LLP is satisfied that it can carry out the necessary administration for the property effectively, including obtaining appropriate insurance cover.
20. Please refer to the Terms and Conditions and Property Guide documents for additional information relating to the holding of commercial property within the Barnett Waddingham SIPP arrangement: www.barnett-waddingham.co.uk/SIPP
21. From 14 August 2018, we no longer allow new unquoted securities to be acquired within the Barnett Waddingham SIPP arrangement. For unquoted securities acquired prior to 14 August 2018, in order to comply with ***FCA*** requirements, an annual independent valuation must be obtained at the expense of the SIPP holding the securities.

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Key Features

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Important - please read

This is an important document that provides a summary of the ***Barnett Waddingham Flexible SIPP***. The Financial Conduct Authority is a financial services regulator. It requires us, BW SIPP LLP, to give you this important information to help you decide whether the ***Barnett Waddingham Flexible SIPP*** is right for you. You should read this document carefully before deciding what you are buying and then keep it safe for future reference.

This Key Features document should be read in conjunction with any Key Features Illustration, the Terms and Conditions, your Application, the Glossary, the Schedule of Fees, the Allowable Investment Schedule, and the ***Trust Deed and Rules***, all of which you should have received. If you have not received any of these documents, please visit our website or contact us using the details contained in the 'How to contact us' section.

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FlexibleSIPP

What you should know before you apply

What is the purpose of this document?

This document provides an important summary to help you decide whether the ***Barnett Waddingham Flexible SIPP*** is right for you. A series of questions and answers is included to help you with your decision. Full details are contained in the Terms and Conditions, which you should read before you take out your ***Barnett Waddingham Flexible SIPP.***

Throughout this document, words or phrases that are shown in '***bold italics***' are explained in the separate Glossary, which you should refer to when reading this document. Where we refer to 'us', 'our' or 'we' in this document, we mean BW SIPP LLP, as the operator.

We strongly suggest you seek financial advice prior to application and during the lifespan of the ***Barnett Waddingham Flexible SIPP***.

This document is based on our interpretation of current legislation and ***HM Revenue & Customs (HMRC)*** practice, which may change in the future.

What is a SIPP?

A ***SIPP*** (***self invested personal pension scheme***) is a type of pension plan that allows you to direct how your pension monies are invested. If you have a financial adviser, your adviser is responsible for the selection and management of the underlying investments, as has been agreed with you. Otherwise, this is your responsibility.

A ***SIPP*** also gives you flexibility (as allowed by current legislation) on how and when you take your ***retirement benefits***.

What is the Barnett Waddingham Flexible SIPP?

The ***Barnett Waddingham Flexible SIPP*** is a ***SIPP*** provided by BW SIPP LLP. It is issued under the Barnett Waddingham Self Invested Personal Pension (the ***scheme***), which is a ***registered pension scheme*** and is governed by a ***Trust Deed and Rules***. A copy of the ***Trust Deed and Rules*** will be issued to you when you apply to take out a ***Barnett Waddingham Flexible SIPP*** and is available from our website.

BW SIPP LLP is the ***operator*** of the ***scheme*** and is authorised and regulated by the ***Financial Conduct Authority (FCA)***, the independent financial services regulator.

Where we refer to 'us' or 'we' in this document, we mean BW SIPP LLP as the ***operator***.

Barnett Waddingham Flexible SIPP aims

The ***Barnett Waddingham Flexible SIPP*** is intended to:

- Offer you a tax-efficient and flexible way of saving for retirement;
- Allow you the option to invest in either a single portfolio with one investment provider from our ***panel***, or by paying an additional administration fee, in a broader investment range (which may include one or more investment providers from our ***panel***). You can also change between the two;
- Pay benefits to you at any age from age 55, or on earlier ***ill-health*** or ***serious ill-health***;
- Use any remaining funds on your death to pay benefits to your ***beneficiaries***; and
- Treat you fairly in all our dealings with you.

Your commitment

You must:

- Ensure that you understand the structure, risks and benefits of the ***Barnett Waddingham Flexible SIPP***, and review it regularly to ensure that it remains appropriate for your circumstances;
- Appoint a financial adviser to advise you whether to choose the single portfolio investment option, or the broader investment range, and then how to invest your ***Barnett Waddingham Flexible SIPP*** funds, or alternatively you must direct how your ***Barnett Waddingham Flexible SIPP*** funds are to be invested yourself;
- Accept and comply with the Terms and Conditions of the ***Barnett Waddingham Flexible SIPP,*** as may be amended from time to time;
- Respond promptly to our requests for information, such as when paying contributions, making investments, accessing/ reviewing benefits, or in respect of property valuations;
- Notify us of any changes to your personal circumstances, which may affect your ***Barnett Waddingham Flexible SIPP***;
- Pay all fees as set out in our Schedule of Fees and be personally responsible for any charges relating to your ***Barnett Waddingham Flexible SIPP*** that we cannot deduct from your ***Barnett Waddingham Flexible SIPP***; and
- Not make any ***unauthorised payments*** to or from your ***Barnett Waddingham Flexible SIPP***.

Risks

- The value of your ***Barnett Waddingham Flexible SIPP*** (and any income from it) may go down as well as up, and is not guaranteed. Past performance is no indication of future performance. Inflation reduces the worth of your pension benefits;
- At any point, including at the point of accessing benefits and within the cancellation period, the value of your ***Barnett Waddingham Flexible SIPP*** may be lower than the amount invested;
- Some investments may be difficult to sell; for example, commercial property and unquoted shares, and it may take time to realise the value of these investments. This may affect your ability to take benefits from your ***Barnett Waddingham Flexible SIPP***. Please refer to our Property Guide for more information on holding property as an asset of your ***Barnett Waddingham Flexible SIPP***;
- The returns on your ***Barnett Waddingham Flexible SIPP*** from underlying investments may be lower than shown on any illustration you have received from the investment provider, or from us;
- Your ***Barnett Waddingham Flexible SIPP*** can accept a wide range of investments, each with its own inherent risks. You should seek specialist advice from a suitably qualified and regulated individual or you should review the fund prospectus and/or the fund fact sheet, the Key Investor Information Document, the Key Information Document for specific details or speak to a financial adviser before investing. We are unable to provide any legal, financial, investment or tax advice in connection with your ***Barnett Waddingham Flexible SIPP*** or any investments;
- The benefits payable are not guaranteed and your benefits may be lower than your illustration shows and this could be for a number of reasons such as the investment performance is less than illustrated, the charges increase, you pay less into your pension and tax rules change. The illustration is not a guarantee;
- If you transfer funds from another pension scheme to your ***Barnett Waddingham Flexible SIPP***, the eventual benefits that you take may not be comparable. Transfers in cash will be out of the market and you will not participate in any investment growth. You should take advice from a financial adviser before deciding to make a transfer;
- Our charges may change in future. We will notify you in advance if we increase our charges;

- If there is insufficient cash and investments in your ***Barnett Waddingham Flexible SIPP*** to meet any charges relating to your ***Barnett Waddingham Flexible SIPP***, you will be liable to meet the shortfall personally;
- You should carefully consider the tax implications of taking payments from your ***Barnett Waddingham Flexible SIPP***. You may have to pay a substantial amount of tax if you make large withdrawals in a short period; and
- Future changes to pensions and tax legislation may affect your contributions, investments and the benefits that you can take from your ***Barnett Waddingham Flexible SIPP***.

The above risks are not exhaustive, and are based on our understanding of current legislation, which may be subject to change.

Questions and answers

General information about the Barnett Waddingham Flexible SIPP

Am I eligible for a Barnett Waddingham Flexible SIPP?

All UK residents are eligible regardless of age or employment status, but the ***Barnett Waddingham Flexible SIPP*** is unlikely to be suitable for investment in a single portfolio if the initial funds contributed (including any transfers-in) are less than £30,000 (gross), and less than £50,000 (gross) for investment in a broader investment range.

How flexible is the Barnett Waddingham Flexible SIPP?

The ***Barnett Waddingham Flexible SIPP*** is a comprehensive and flexible ***SIPP***. Apart from the minimum fund suitability levels noted above, there are no minimum contribution levels and no requirements for a minimum level of investment. Your ***Barnett Waddingham Flexible SIPP*** offers the full range of flexible benefits.

Is the Barnett Waddingham Flexible SIPP a stakeholder pension?

No. Stakeholder pensions must meet minimum Government standards covering matters such as contributions and charges, and are generally available. A stakeholder pension may meet your needs as well as the ***Barnett Waddingham Flexible SIPP*** and may have lower charges.

How much does it cost?

Our fees

Our fees are set out in our Schedule of Fees, which you should read carefully.

Your financial adviser's charges

If you have a financial adviser, your adviser's charges may be met directly from your ***Barnett Waddingham Flexible SIPP*** assets.

We ask you to confirm how you want your financial adviser's charges to be paid by completing an authorisation in your application to establish your ***Barnett Waddingham Flexible SIPP.*** You must also give us 30 days' notice of any changes, and complete a form confirming the changes.

You may also incur additional fees in respect of your investments, or from other professional advisers.

Deduction of fees and charges from your Barnett Waddingham Flexible SIPP

Our fees and your financial adviser's charges and any other charges arising in respect of your investments will be met from your cash in the client money account, (unless they are being deducted directly by your panel investment provider).

How do I apply?

You or your financial adviser will need to submit an application and supplementary paperwork to us, which you can obtain from our website (www.barnett-waddingham.co.uk/flexiblesipp), or from your financial adviser. It is also now possible to apply online for your ***Barnett Waddingham Flexible SIPP***.

Can I transfer other pension plan funds to my Barnett Waddingham Flexible SIPP?

You can transfer other pension plan funds to your ***Barnett Waddingham Flexible SIPP*** with our consent. If you have appointed a financial adviser, you should consult with him/her before deciding to transfer. We can only accept a transfer from a ***defined benefit scheme***, or from a pension scheme or policy which contains a ***guaranteed annuity rate (GAR)*** if you have taken advice from a financial adviser in respect of the transfer, and he/she has recommended that the transfer proceeds.

Transfers must be from a ***registered pension scheme*** or a ***recognised overseas pension scheme (ROPS)*** and can be made in cash or ***in specie***.

We may accept a transfer of a ***flexi-access drawdown fund*** and a ***capped drawdown fund***.

How will you look after my Barnett Waddingham Flexible SIPP?

Your ***Barnett Waddingham Flexible SIPP*** is an individual ***SIPP*** issued under the ***scheme***.

BW SIPP Trustees Limited is the ***trustee*** of the ***scheme***. Its sole purpose is to hold the scheme assets for the benefit of you and all the other ***members***.

The ***operator*** is responsible for administering and running the ***scheme*** on a day-to-day basis.

Contributions and tax relief

Who can pay contributions into my Barnett Waddingham Flexible SIPP?

You can pay personal contributions into your ***Barnett Waddingham Flexible SIPP***, and contributions can also be made by another person on your behalf. This can include your partner, spouse, employer and some third parties. However, contributions will only be eligible for tax relief, as detailed below.

Is there a minimum amount?

There is no minimum contribution amount, although a ***Barnett Waddingham Flexible SIPP*** is unlikely to be suitable for investment in a single portfolio if the initial funds contributed (including any transfers-in) are less than £30,000 (gross), and less than £50,000 (gross) for investment in a broader investment range.

How are contributions paid?

Regular contributions must be paid by direct debit. Single contributions can be paid by BACS, CHAPS, direct bank transfer, or faster payments. You may also be able to contribute assets ***in specie***; however, these must be agreed with us in advance, and if we do allow the contribution to proceed, a strict process must be followed.

What tax relief am I entitled to on my contributions?

Tax relief is available on personal contributions if you are a ***relevant UK individual***; that is, someone who is resident in the UK for tax purposes at some point during the tax year, or who otherwise has ***relevant UK earnings*** subject to UK income tax.

Employer contributions are paid gross, (with any corporation ***tax relief*** available claimed by the employer), so there is no need for us to claim the ***tax relief*** on your behalf.

Once you reach age 75, personal contributions do not qualify for ***tax relief*** although employer contributions may continue to qualify.

HMRC sets a limit to restrict the ***tax relief*** that is available to individuals on an annual basis, which is called the ***annual allowance (AA)***. ***Tax relief*** can be claimed on personal contributions up to 100% of your ***relevant UK earnings*** for the tax year, (subject to the ***AA***, if lower), or the 'basic amount', (which is £3,600 (gross) until the Government notifies otherwise), if you do not have any ***relevant UK earnings***, or if these are less than £3,600.

We will assume that all contributions paid by you are eligible for tax relief, and it is your responsibility to let us know if this is incorrect. At our discretion, we may accept contributions that do not qualify for tax relief.

How do I get the tax relief?

We will claim any basic rate relief you are entitled to directly from ***HMRC***. Currently, this means that for each £80 that you personally contribute, we will claim £20 on your behalf and credit this to your ***Barnett Waddingham Flexible SIPP***.

If you pay tax at higher than basic rate, you are responsible for claiming any additional ***tax relief*** yourself from ***HMRC*** via your ***self-assessment*** tax return.

What is the annual allowance?

The ***AA*** is £40,000 (gross) for the tax year 2017/18 and for each subsequent tax year, until the Government notifies otherwise. However, if you take ***flexible benefits***, the maximum amount you can contribute to your ***Barnett Waddingham Flexible SIPP*** and to all other ***money purchase pension schemes*** will be restricted to £4,000 (gross) for the tax year 2017/18 and for each subsequent tax year, until the Government notifies otherwise. This is known as the ***money purchase annual allowance (money purchase AA)***. You can contribute the remaining portion of the overall ***AA*** to ***defined benefit schemes***.

Some individuals may be subject to a tapering of the AA in respect of the 2017/18 tax year and for each subsequent tax year, until the Government notifies otherwise. Please refer to the Terms and Conditions for more details.

What is the lifetime allowance?

There is a limit on the value of ***retirement benefits*** that you can accumulate and draw from ***registered pension schemes***, before additional tax charges designed to cancel out ***tax relief*** apply. This is called the ***lifetime allowance (LTA)***.

It is your responsibility to monitor whether your contributions will exceed the ***AA*** or the ***LTA***. You must tell us within 30 days if you are no longer entitled to ***tax relief*** on your contributions.

What happens if I exceed the annual allowance?

If you exceed the ***AA*** and are not able to ***carry forward*** sufficient unused ***AA*** from the previous three tax years, you will have to pay the ***AA charge*** on the excess. The ***AA charge*** will be based on the marginal rate of tax relief due on the contribution, and is paid by submitting a self-assessment tax return to ***HMRC***. You are responsible for this, as you may have multiple pension arrangements.

Banking arrangements

We have ***client accounts*** in our name with ***our chosen bank*** which are used collectively for all ***scheme members***.

One of these accounts is a ***client money account*** in which we hold cash as client money in accordance with ***FCA*** requirements.

Our chosen bank pays interest to you, which is currently tax-free, on any cash that you hold in the ***client money account***.

Subject to the bank base rate amount, from time to time, we may also receive interest on the total cash deposits held in the ***client accounts***. The current interest rates paid by our ***chosen bank*** are available from us on request and on our website (www.barnett-waddingham.co.uk/flexiblesipp).

If you opt to invest in the broader investment range, you may choose to hold cash in a separate ***deposit account*** in addition to the ***client money account***. Some banks pay us commission for certain deposit types. Full details are given on our website (www.barnett-waddingham.co.uk/flexiblesipp).

Investments

Where can I invest?

You can choose to invest your funds in either a single portfolio with one investment provider from our ***panel***, or in a broader investment range permitted by us, which is allowed under a ***SIPP*** and which may include one or more investment providers from our ***panel***.

Your adviser should conduct his/her own due diligence before recommending a ***panel*** investment provider to you, and if you do not have an adviser, you should make all relevant enquiries yourself before selecting your ***panel*** investment provider.

You can change from a single portfolio to the broader investment range or from the broader investment range to a single portfolio. Please refer to our Schedule of Fees for the fees that are payable if you want to change.

What investments can I hold in the broader range?

If you choose the broader investment range, we will check that the investments you select are legally allowed and, for ***non-standard investments***, that they pass our due diligence requirements. Common investments selected are stocks and shares, investment funds, commercial property and land. Purchase of ***residential property*** (except for exempted property) and personal borrowing from your ***Barnett Waddingham Flexible SIPP*** are not allowed.

Please be aware that we are not able to buy and sell shares on your behalf. You will need to use a stockbroker or access an on-line share dealing platform, in order to buy and sell shares through your ***Barnett Waddingham Flexible SIPP***.

Commercial property

If you want to invest in commercial property through your ***Barnett Waddingham Flexible SIPP***, please read our Property Guide and complete our Property Purchase Questionnaire, available from our website, before proceeding. Our fees, and the fees of the solicitor, surveyor and all other related costs will be met from your ***Barnett Waddingham Flexible SIPP***. Please refer to our Property Fee Schedule for more details.

How are the investments taxed?

Investments grow free of UK capital gains tax and income is paid free of UK income tax. The key exceptions to this are tax on UK dividends, which cannot be reclaimed and profits from being a member of a (property investment) LLP.

How will I know how my Barnett Waddingham Flexible SIPP is performing?

We will issue you with a yearly statement showing the value of your ***Barnett Waddingham Flexible SIPP*** fund. This will give you an updated projection of your benefits, on a given set of assumptions. This is issued for guidance purposes only and there is no guarantee that your ***Barnett Waddingham Flexible SIPP*** will be able to provide the illustrated figures.

You can request additional valuations during the year, but there may be an extra charge for this. If you have an investment with a ***panel*** investment provider, the investment provider may send you more regular valuations.

We accept no responsibility for the performance of your selected investments, or for any liabilities which may be associated

with them. Neither we, nor the ***trustee***, will be liable to you for any claims, costs, expenses or losses arising to your ***Barnett Waddingham Flexible SIPP*** and its underlying investments, as a result of any loss on the investments in your ***Barnett Waddingham Flexible SIPP***.

Retirement benefits

When can I take my money out?

You can only normally take benefits once you have reached age 55, but you may be able to do so earlier on grounds of ***ill-health*** or ***serious ill-health***, or if you have a ***protected pension age***.

What income can I receive?

Drawdown pension

You can choose to receive income subject to PAYE income tax by keeping your ***Barnett Waddingham Flexible SIPP*** invested, and drawing pension income from the fund directly.

If you designate funds into drawdown for the first time on or after 6 April 2015, the funds will be designated into a ***flexi-access drawdown fund***. There is no limit on the amount that you can draw each year, and you can take payments as one or more lump sums, or as regular income payments. You can choose to designate new funds into a ***flexi-access drawdown fund*** in stages, although the minimum amount in each stage is £1,000.

You should make sure that you understand how much tax you will have to pay before you decide how much ***flexi-access drawdown pension*** to take. If you take several large payments in a short period of time, you may be liable to pay a lot of income tax.

If you have a ***capped drawdown fund*** under another pension scheme, you can choose to transfer this to your ***Barnett Waddingham Flexible SIPP*** and to continue taking a ***capped drawdown*** pension, or to convert this to a ***flexi-access drawdown fund***.

Buying an annuity

You can also choose to receive taxed income by purchasing an ***annuity*** or a ***short-term annuity*** from a provider on the open market, with some or all of the funds in your ***Barnett Waddingham Flexible SIPP***.

What lump sum payments can I receive?

Pension commencement lump sum

When you designate new funds into ***drawdown pension*** or purchase an ***annuity***, you can take a cash lump sum known as a ***pension commencement lump sum (PCLS)***. The amount is currently up to 25% of the value of the funds you have designated to be ***crystallised*** into ***drawdown pension***, or which are used to purchase the ***annuity***, and at present it is paid tax-free.

Uncrystallised funds pension lump sum

If you are eligible to do so, you can choose to access some or all of the funds in your ***Barnett Waddingham Flexible SIPP*** by taking an ***uncrystallised funds pension lump sum (UFPLS)***. Usually 25% of the UFPLS will be tax-free, with the remainder taxable as pension income at your marginal tax rate.

You must have sufficient ***LTA*** available in excess of the lump sum. There is a minimum amount of £1,000, and you can take a single or series of ***UFPLS*** in this way, although you must consider the amount of tax that will be payable if you take large payments.

What benefits might I receive?

The benefits that you might receive depend on the value of the investments in your ***Barnett Waddingham Flexible SIPP*** when you retire. The rate of income available from an ***annuity*** or under ***drawdown pension*** will depend on a number of factors on top of the funds available, including some or all of the following; your age, health and lifestyle, form of pension, any spouse's or beneficiary's provision, and underlying investment yields.

Death benefits

What happens to my Barnett Waddingham Flexible SIPP when I die?

We will decide who to pay your benefits to and how much each person should receive. We will take account of any ***beneficiaries*** you nominate in an ***expression of wishes*** form, but this is not binding on us. Payment of benefits will be made at our discretion, and in line with the ***Trust Deed and Rules***. This is so that your ***beneficiaries*** do not end up paying inheritance tax on the death benefits they receive.

Beneficiaries do not have to be ***dependants***. You can also nominate trusts and charities, not just individuals.

Death benefits can be paid as either a cash lump sum, or as income through a ***nominee's flexi-access drawdown fund*** or a ***dependant's flexi-access drawdown fund***.

The tax treatment of death benefits depends on whether you die before or after age 75. Please refer to the Terms and Conditions for more details.

Cancellation

Can I change my mind?

Once we accept your application, we will send you a cancellation notice and form. You will then have 30 days from the date you receive the cancellation notice to cancel your ***Barnett Waddingham Flexible SIPP*** and you must confirm this by completing and returning the cancellation form to us, using the contact details given in the 'How to contact us' section.

If you cancel your ***Barnett Waddingham Flexible SIPP*** within the first 30 days, the amount you will receive back depends on the type of payment made:

- If you have made a cash contribution that has not been invested, the value of your contribution will be returned to you with any interest that has been paid to you by ***our chosen bank*** in respect of your contribution. Interest that has not been paid to you, but has accrued on your contribution, will not be included;
- If you have made an investment, you will receive back the value of the underlying investment, which may be more or less than the initial amount that you invested; and
- If you cancel a transfer payment, the value of the underlying investments will be returned to the transferring scheme – where possible - which may be lower than the transfer value that was originally transferred to your ***Barnett Waddingham Flexible SIPP***. If the transferring scheme refuses to accept the returned transfer payment, you must select an alternative pension scheme to which the transfer payment can be paid.

After the first 30 days, cancellation rights will also apply to any additional cash transfer payments. However, if you want to make a transfer to your ***Barnett Waddingham Flexible SIPP*** from a ***defined benefit scheme*** or a pension scheme or policy that contains a ***GAR*** either within the first 30 days or subsequently, we will not normally request the transfer until the 30 day right to withdraw period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing.

If you want to make an ***in specie*** transfer of assets either within the first 30 days or subsequently, we will not arrange the transfer until the 30 day transfer cancellation period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing.

Cancellation rights also apply to every ***crystallisation*** into ***drawdown pensio***n, and payment of an ***UFPLS***. You must return any income and lump sum to us within 30 days from the date you receive the cancellation notice.

You will not be entitled to a further cancellation period in relation to additional contributions made to your ***Barnett Waddingham Flexible SIPP*** after the first 30 days following its establishment.

In all cases where cancellation rights apply, you will have 30 days from the date you receive the cancellation notice to cancel the payment or transfer.

Other information

Law

The ***Trust Deed and Rules*** are written under English law. Your ***Barnett Waddingham Flexible SIPP*** will therefore be governed by English law, and all communications in relation to it will be in English.

Can you provide me with advice?

No. Neither we nor the ***trustee*** can provide you with any legal, financial, investment, tax or any other advice concerning your ***Barnett Waddingham Flexible SIPP*** or any underlying investments or decisions associated with it.

We strongly suggest you seek financial advice prior to application and during the lifespan of your ***Barnett Waddingham Flexible SIPP***. If you do not have an existing adviser and wish to consider appointing one, you can find advisers in your area at www.unbiased.co.uk.

What do I do if I have a complaint?

If you have a complaint regarding your ***Barnett Waddingham Flexible SIPP***, please make this by email or in writing to us in the first instance, using the contact details contained in the 'How to contact us' section. We will provide you with a copy of our complaints handling procedure on request.

If your complaint concerns the administration of your ***Barnett Waddingham Flexible SIPP*** and you are not satisfied with our response or the way that we have handled your complaint, you may refer this to the ***Pensions Ombudsman***.

In addition, ***The Pensions Advisory Service*** can assist you with how to complain and may be able to resolve matters without the need for the ***Pensions Ombudsman's*** involvement. All other complaints may be referred to the ***Financial Ombudsman Service***. Please refer to the Glossary for all the relevant contact details.

Making a complaint will not affect your right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the ***FSCS*** if we cannot meet our financial obligations to you. You may also be entitled to compensation from the providers of your investments should they be unable to meet their financial obligations, but you will need to assess this. Any compensation you will receive will depend on the type of business, the relevant ***FSCS*** rules and the circumstances of the claim.

You should note that the eligibility of each claim will be assessed on a case-by-case basis.

Please refer to the Terms and Conditions for more details about compensation limits, and to the Glossary for the contact details of the ***FSCS***.

Who regulates the scheme?

We are authorised and regulated by the ***FCA*** and our registration number is 458323. Our permitted business includes the operation and administration of the ***scheme***.

You can check the ***FCA's*** register by visiting the ***FCA's*** website or by contacting the ***FCA*** directly. Please refer to the Glossary for the contact details of the ***FCA***.

Ownership

BW SIPP LLP and BW SIPP Trustees Ltd are wholly owned by Barnett Waddingham LLP.

How to contact us

flexiblesipp@barnett-waddingham.co.uk

www.barnett-waddingham.co.uk/flexiblesipp

0333 11 11 222

BW SIPP LLP
PO Box 1209
Cheltenham
Gloucestershire
GL50 9WE

Please note that the information contained in this document is based on our interpretation of current legislation and ***HMRC*** practice, which may change in the future.

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If you would like to discuss anything related to the Barnett Waddingham Flexible SIPP please contact us:

0333 11 11 222

flexiblesipp@barnett-waddingham.co.uk

Barnett Waddingham is proud to be a leading independent UK consultancy at the forefront of risk, pensions, investment and insurance.

We're a team of over 1,000 people, each delivering on our values and our promise to ensure the highest levels of trust, integrity and quality.

Barnett Waddingham LLP is a body corporate with members to whom we refer as "partners". A list of members can be inspected at the registered office. Barnett Waddingham LLP (OC307678), BW SIPP LLP (OC322417), and Barnett Waddingham Actuaries and Consultants Limited (06498431) are registered in England and Wales with their registered office at 2 London Wall Place, London, EC2Y 5AU.

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority and is licensed by the Institute and Faculty of Actuaries for a range of investment business activities. BW SIPP LLP is authorised and regulated by the Financial Conduct Authority. Barnett Waddingham Actuaries and Consultants Limited is licensed by the Institute and Faculty of Actuaries in respect of a range of investment business activities.

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Terms and Conditions

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FlexibleSIPP

1. Introduction

This document records the terms and conditions of business you have with us for your ***Barnett Waddingham Flexible SIPP***, which is issued under the Barnett Waddingham Self Invested Personal Pension (the ***scheme***). By taking out a ***Barnett Waddingham Flexible SIPP***, you become a ***member*** of the ***scheme***.

These terms and conditions form a legally binding agreement between:

- you, the ***member***, and
- us, BW SIPP LLP, the ***operator***.

They are complemented by, and must be read in conjunction with, the following documents, which are available from your financial adviser, from us on request or on our website www.barnett-waddingham.co.uk/flexiblesipp.

- Key Features;
- any Key Features illustration provided to you;
- Glossary;
- Allowable Investment Schedule;
- Schedule of Fees;
- ***Trust Deed and Rules***; and
- your application.

Words or phrases that are shown in '***bold italics***' are explained in the Glossary, which forms part of these terms and conditions. Where we refer to 'us', 'our' or 'we', we mean BW SIPP LLP acting as the ***operator***.

We will treat you as a "retail client" under ***Financial Conduct Authority*** (***FCA***) rules. A retail client benefits from a higher degree of protection than other types of clients under the applicable law. You can ask not to be treated as a retail client; however, we retain the right not to accept this request do so. If you request to be treated as a type of client other than a retail client you will lose various protections afforded to you, including the ability to complain to the ***Financial Ombudsman Service***, and potentially the right to make a claim under the ***Financial Services Compensation Scheme*** (***FSCS***).

These terms and conditions are the basis on which we will provide services to you. If they are not acceptable to you, you should not proceed with the ***Barnett Waddingham Flexible SIPP***.

These terms and conditions apply from the date that we receive and accept a properly completed application to commence a ***Barnett Waddingham Flexible SIPP*** from you, or from your financial adviser on your behalf. However, if they are replacing a previous set of terms and conditions following subsequent changes, they will apply from a date that we notify you of. We will give you at least 30 days' written notice of any changes.

Where these terms and conditions are replacing a previous set and you are not agreeable to these changes, you must notify us in writing of this within 30 days, and we will assist you in transferring to an alternative ***registered pension scheme***.

2. Background

The ***scheme*** is a ***registered pension scheme*** and is used to provide pension and lump sum benefits to its ***members*** and their ***beneficiaries***. A ***self-invested personal pension scheme*** (***SIPP***) is defined as a designated investment (personal pension scheme) in accordance with the Financial Services and Markets Act 2000 (as amended). This means that a ***SIPP*** is a product regulated by the ***FCA***.

The ***scheme*** is established and governed by a ***Trust Deed and Rules***. If there are any inconsistencies between these terms and conditions and the ***Trust Deed and Rules***, the ***Trust Deed and Rules*** will take precedence. A copy of the ***Trust Deed and Rules*** will be issued to you when you apply to take out a ***Barnett Waddingham Flexible SIPP*** and is also available from us on request.

3. Our role and services

Our role

BW SIPP LLP is the ***operator*** of the ***scheme*** and is authorised and regulated by the ***FCA***.

BW SIPP Trustees Limited is the ***trustee*** of the ***scheme***. It is a non-trading company and is a bare trustee. This means that its sole purpose is to hold the ***scheme*** assets for the benefit of you and all the other ***members***. The ***trustee*** is not regulated by the ***FCA***.

Any powers or discretions which the ***trustee*** uses to carry out its role will only be exercised in accordance with our instructions.

Where any activity could result in the ***trustee*** no longer qualifying as a bare trustee, the activity will be carried out by us to the exclusion of the ***trustee***.

Our services

We will:

- establish your ***Barnett Waddingham Flexible SIPP***;
- maintain the ***scheme*** in line with ***legislation and regulation***;
- prepare documentation to allow the making of claims for ***tax relief***;
- open and maintain ***client accounts*** with ***our chosen bank***;
- maintain appropriate records; for example, a record of contributions paid;
- liaise with you and/or your financial adviser in respect of changes to the ***scheme***, including changes in limits on contributions and benefits;
- implement your investment proposals, except where to do so would be prohibited by regulation, law or by our internal investment policy (see section 9);
- make any necessary arrangements to allow the purchase or sale of your ***Barnett Waddingham Flexible SIPP*** investments;
- act in line with your instructions, receive investment and/or property income, pay outgoings, and liaise as necessary with solicitors and managing agents;
- settle the benefits due under your ***Barnett Waddingham Flexible SIPP*** by the payment of cash and income (and, in certain circumstances, by an ***in specie*** payment), with the deduction of income tax as appropriate, and/or by the purchase of an ***annuity***; and
- if you have appointed a financial adviser, pay charges from your ***Barnett Waddingham Flexible SIPP*** to your financial adviser, as agreed in writing between you and your financial adviser.

Other services

We may perform other services if we are asked by you, (and we are allowed to do so), or if we are required to do so by ***legislation and regulation***. Any such services provided may be subject to additional time cost fees if the services are requested by you, or special fees if they are required by ***legislation and regulation***.

4. Membership

You are eligible to establish a ***Barnett Waddingham Flexible SIPP*** and to become a ***member*** of the ***scheme*** if you are a UK resident.

Your membership is based on the information disclosed in your application. The submission of your application to us means that you have agreed to establish your ***Barnett Waddingham Flexible SIPP*** and to become a ***member*** of the ***scheme***.

If you are a parent or legal guardian, you may apply for membership on behalf of a child under the age of 18. We will take instructions from you until the child reaches age 18 then, on their acceptance of our current terms and conditions, we will take instructions from them.

We have legal obligations regarding the detection, reporting and prevention of fraud, money laundering and terrorist activity. We are required to take action where we have suspicions about the use of, or any activity concerning, any accounts or amounts we hold, or any facilities we provide.

We will verify your identity or any other person's or entity's identity if they are introducing money to your ***Barnett Waddingham Flexible SIPP*** and will do this electronically where we are able. You will provide us with satisfactory documentation to verify your identity, or the identity of any party introducing money to your ***Barnett Waddingham Flexible SIPP***, and this is a requirement before we are able to establish your ***Barnett Waddingham Flexible SIPP*** and act under your instructions.

Until verification has been satisfactorily completed and our welcome letter issued to you, we cannot accept money into your ***Barnett Waddingham Flexible SIPP***. Where we are legally permitted to do so, we will advise you of any investigation, or of any delay arising from any such investigation. We may be obliged to refuse transactions or instructions. We will not be liable to you or any third party for any loss or damage arising from any action we may take, as a result of our legal obligations.

5. Your financial adviser

We are not responsible for giving, and shall not be deemed to have given, any legal, financial, investment, tax or any other advice in connection with your ***Barnett Waddingham Flexible SIPP*** or any underlying investments or decisions associated with it.

We therefore strongly recommend that you appoint a financial adviser in connection with your ***Barnett Waddingham Flexible SIPP***. If you do, your financial adviser is responsible for providing financial advice about the suitability of your ***Barnett Waddingham Flexible SIPP***, the investments within it, the benefits taken out and contributions and transfers made. We will assume that your relationship with your financial adviser continues until you inform us otherwise.

6. Cancellation

First 30 days

When we accept your membership application, we will send you a cancellation notice and form. If you wish to cancel your ***Barnett Waddingham Flexible SIPP***, you have 30 days from the date you receive the cancellation notice to confirm this, by completing and returning the cancellation form to us.

If you cancel your ***Barnett Waddingham Flexible SIPP*** and have made a cash contribution within the first 30 days that has not been invested, the value of your contribution will be returned to you with any interest that has been paid to you by ***our chosen bank*** in respect of your contribution. Interest that has not been paid to you, but has accrued on your contribution, will not be included.

You are not entitled to a further cancellation period in respect of additional contributions made to your ***Barnett Waddingham Flexible SIPP*** after the first 30 days following its establishment.

Investments

We will not act on instructions for investments received from you or your financial adviser that, in our opinion, are unlikely to be able to be realised or cancelled within 30 days, until the first 30 day cancellation period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing. However, we will act on instructions for all other investments received from you or your financial adviser, within the first 30 days.

If you cancel your ***Barnett Waddingham Flexible SIPP*** and have made an investment within the first 30 days, you will receive back the value of the underlying investment, which may be more or less than the initial amount that you invested.

You do not have the right to cancel any investments in your ***Barnett Waddingham Flexible SIPP*** unless the investment itself has a specific cancellation period.

Transfers

If you have made a transfer payment within the first 30 days to your ***Barnett Waddingham Flexible SIPP*** from a ***money purchase pension scheme*** and you decide to cancel your ***Barnett Waddingham Flexible SIPP***, the value of the underlying investments will be returned to the transferring plan, which may be lower than the amount that was originally transferred. If the transferring plan refuses to accept the returned transfer payment, you must select an alternative pension plan to which the transfer payment can be paid. Any subsequent transfers to your ***Barnett Waddingham Flexible SIPP*** from other ***money purchase pension schemes***, after the first 30 days, will be treated identically.

If you want to make a transfer to your ***Barnett Waddingham Flexible SIPP*** from a ***defined benefit scheme*** or a pension scheme or policy that contains a ***guaranteed annuity rate*** (***GAR***) either within the first 30 days or subsequently, we will not request the transfer until the 30 day right to withdraw period has expired, unless you choose to waive the right to withdraw and have confirmed this to us in writing.

If you want to make an ***in specie*** transfer of any assets to your ***Barnett Waddingham Flexible SIPP***, either within the first 30 days or subsequently, we will not arrange the transfer until the 30 day transfer cancellation period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing.

Drawdown pension

If you ***crystallise*** funds into ***drawdown pension*** and take a ***pension commencement lump sum*** (***PCLS***) and/or income either within the first 30 days or subsequently, and then change your mind, you must return any ***PCLS*** and/or income received to us within 30 days from the date you receive the cancellation notice. The returned funds will remain in cash until you instruct us how you want them invested.

If you convert a ***capped drawdown fund*** to a ***flexi-access drawdown fund***, you do not have the right to cancel the conversion.

Uncrystallised funds pension lump sum (UFPLS)

If you take an ***UFPLS***, either within the first 30 days or subsequently, and then change your mind, you must return the full ***UFPLS*** to us within 30 days from the date you receive the cancellation notice. The returned funds will remain in cash until you instruct us how you want them invested.

7. Contributions

Paying contributions

You accept that you will not make any ***unauthorised payments*** to or from your ***Barnett Waddingham Flexible SIPP***.

There is no minimum contribution amount.

You may pay regular or single contributions and we will accept contributions paid on your behalf by a spouse, partner, employer and some third parties. All regular payments will be collected by direct debit, and you can choose either the 1st or the 15th of the month as the collection date. If you wish to stop or change the amount of your regular contributions or the collection date, you must give us ten ***business days'*** notice in writing by email or by post. Single contributions can be paid by BACS, CHAPS, direct bank transfer or faster payments, and you must notify us by email or in writing prior to each single contribution being paid. Failure to notify us that you are making such a payment may result in the payment being returned.

We may accept ***in specie*** contributions if they have been agreed with us in advance, and we retain the discretion to refuse to accept this type of contribution. If agreed, they will be accepted at market value. Any contributions paid ***in specie*** above the amount that is eligible for ***tax relief*** may be accepted at our discretion. Alternatively, the excess can be refunded in cash on your written request, provided that you have sufficient cash in the ***client money account*** to refund the excess.

Money purchase annual allowance (MPAA)

If you take ***flexible benefits***, the maximum amount you can contribute to your ***Barnett Waddingham Flexible SIPP*** and to all other ***money purchase pension schemes*** which is eligible for ***tax relief***, is restricted to £4,000 (gross) for the tax year 2017/18 and for each subsequent tax year, until the government notifies otherwise. This is known as the ***money purchase AA***. You can contribute the remaining portion of the overall ***AA*** to ***defined benefit schemes***.

Individuals with an ***adjusted income*** of more than £150,000 for each tax year, and a ***threshold income*** of more than £110,000 will be subject to a tapering reduction to their ***AA*** with effect from the start of the 2016/17 tax year and for each subsequent tax year, until the government notifies otherwise. The ***money purchase AA*** is triggered if any of the following events occur:

- you take pension income from a ***flexi-access drawdown fund*** (including income paid from a ***short-term annuity***);
- you notify us that you want to convert your ***capped drawdown fund*** to a ***flexi-access drawdown fund*** and, after we process your notification, you then take pension income from that fund;
- you draw more pension income from your ***capped drawdown fund*** than the ***maximum income limit***;
- a valid declaration was accepted before 6 April 2015 that you met the ***flexible drawdown*** conditions;
- you take an ***UFPLS***; or
- you receive a payment from an ***annuity*** which allows, or could be varied to allow, income to decrease.

Payment of a ***PCLS*** alone from a ***flexi-access drawdown fund*** without any payment of pension income will not trigger the ***money purchase AA***.

Tax relief

You will not qualify for ***tax relief*** on any contributions paid after you have reached age 75, or on any contributions paid above the higher of 100% of your ***relevant UK earnings*** or £3,600 gross, but subject to the ***AA***. We will assume all contributions paid by you are eligible for ***tax relief***, and it is your responsibility to let us know if this is incorrect. At our discretion, we may accept contributions that do not qualify for ***tax relief***.

We will apply to ***HM Revenue and Customs*** (***HMRC***) each month for the ***tax relief*** due on all contributions paid (excluding any employer contributions, which are paid gross). We will only apply the ***tax relief*** to your ***Barnett Waddingham Flexible SIPP***, once we have received it from ***HMRC***. It usually takes six to eleven weeks for a ***tax relief*** claim to be paid, (although ***HMRC*** sometimes audit claims, which might result in a delay). If you are a higher or additional rate tax payer, you may be able to claim additional ***tax relief*** through a self-assessment tax return or directly from ***HMRC***.

Your first ***pension input period*** (***PIP***) for ***AA*** purposes under your ***Barnett Waddingham Flexible SIPP*** will start on the establishment date of your ***Barnett Waddingham Flexible SIPP*** and will end on the following 5 April. Subsequent ***PIPs*** will then mirror future tax years, running from 6 April to 5 April.

If you opened your ***PIP*** before 8 July 2015 that was not aligned with the tax year, your ***PIP*** will have automatically realigned itself to the tax year, with effect from 9 July 2015. It is no longer possible to choose a ***PIP*** that is not aligned with the tax year.

Carry forward and the AA charge

If you trigger the ***money purchase AA***, you cannot ***carry forward*** any unused ***AA*** in respect of ***money purchase pension schemes*** from previous tax years. However, you may be able to ***carry forward*** any unused ***AA*** to ***defined benefit schemes***. If you exceed the ***money purchase AA***, you will be liable to pay the ***AA*** charge on the excess.

If you do not trigger the ***money purchase AA*** and you exceed the ***AA***, you may be able to ***carry forward*** any unused ***AA*** from the previous three tax years. ***Carry forward*** is subject to a maximum of the ***AA***, or tapered AA where applicable, for each tax year, and the amount you can ***carry forward*** is reduced by the ***AA***, or tapered AA, that you have used during those tax years. If you use ***carry forward***, the full amount contributed by you must be within your ***relevant UK earnings*** for the tax year in which the payment is made.

Any ***AA*** which is ***carried forward*** cannot be used to increase the ***money purchase AA***.

If you do not trigger the ***money purchase AA*** and you pay contributions above the ***AA***, or tapered AA, and are not able to ***carry forward*** any unused ***AA*** from the previous three tax years, we will not be able to refund the excess contributions unless the contributions exceed your ***relevant UK earnings*** for the tax year. If your contributions exceed your ***relevant UK earnings*** for the tax year, we will refund the excess ***tax relief*** claimed to ***HMRC*** and the excess net contribution to you or if lower, the fund value attributable to it. You will be liable to an ***AA charge*** on any amount in excess of your ***AA***, or tapered AA, plus available ***carry forward*** which cannot be refunded or is not refunded.

Please note that special transitional rules for ***PIPs*** applied for the 2015-16 tax year, which may affect the amount that you are able to ***carry forward***, from that tax year. Further details are available from us on request and it is recommended that you speak to your financial adviser, if this is relevant to you.

8. Transfers

Transfers to your Barnett Waddingham Flexible SIPP

You can transfer other pension plan funds to your ***Barnett Waddingham Flexible SIPP*** with our consent. If you have appointed a financial adviser, you should consult your adviser before deciding to make a transfer. We can only accept a transfer from a ***defined benefit scheme*** or a pension scheme or policy which contains a ***GAR***, if you have taken advice from a financial adviser in respect of the transfer, and they have recommended that the transfer proceeds.

On receipt of a signed declaration requesting a transfer, either as part of your ***Barnett Waddingham Flexible SIPP*** application or submitted separately, we will make contact with the transferring scheme to arrange payment.

Transfers must be from a ***registered pension scheme*** or a ***recognised overseas pension scheme*** (***ROPS***), and will be administered as follows:

- Cash transfers from a ***money purchase pension scheme***, a ***personal pension scheme*** or a ***defined benefit scheme***: we will notify you on receipt of the monies from the transferring scheme; and
- ***In specie*** transfers from a ***money purchase pension scheme*** or a ***personal pension scheme***: you may need to provide us with further information to assist with the transfer, and any transfer is subject to our approval of the asset being transferred. There may be tax implications if Scottish properties are transferred ***in specie*** between ***SIPPs***.

We may accept a transfer of a ***flexi-access drawdown fund***, a ***capped drawdown fund***, a ***dependant's flexi-access drawdown fund***, a ***nominee's flexi-access drawdown fund*** and a ***successor's flexi-access drawdown fund***.

All transfer payments will be held initially in the ***client money account***, and will then be paid or invested in accordance with your instructions.

Transfers from your Barnett Waddingham Flexible SIPP

You can transfer all or part of your ***Barnett Waddingham Flexible SIPP*** to another ***registered pension scheme*** or a ***qualifying recognised overseas pension scheme*** (***QROPS***) if sufficient due diligence can be carried out to our satisfaction in accordance with ***HMRC*** requirements. At our discretion, in certain circumstances, we can refuse to make a transfer.

Transfers can be paid by CHAPS or by a transfer ***in specie***. All ***in specie*** assets must be transferred before we transfer any cash element. All transfers must meet ***HMRC*** requirements.

If you are only transferring part of your ***Barnett Waddingham Flexible SIPP***, then unless the transfer is to be made in cash or ***in specie***, you must instruct us which assets to sell before the transfer. There may be a cost for selling these assets. For assets other than property, you must give us 30 ***business days***' written notice instructing us which assets to sell. We will usually implement your instructions within five ***business days***, or otherwise as soon as we reasonably can. If it is necessary to sell a property or any other asset that takes longer than 30 ***business days*** to encash, the transfer will be delayed until the property or asset has been sold. If you want to transfer part of your ***Barnett Waddingham Flexible SIPP*** from which you are taking ***drawdown pension***, that part must be transferred in full to another pension scheme that can provide you with ***drawdown pension***.

We may receive small additional payments after you have transferred out all of your ***Barnett Waddingham Flexible SIPP*** (for example, from a subsequent share dividend payment, or an interest payment). Where possible, we will pay these to the receiving provider or ***beneficiary*** after firstly deducting our fee. If the receiving provider refuses to accept the funds, we will deduct our administration time-cost fee and pay any residue to the ***member***, where permitted under ***HMRC*** rules, or to another ***registered pension scheme*** of the ***member's*** choice.

9. Investments

Investment selection

You can choose to invest your funds in either a single portfolio with one investment provider from our ***panel***, or in a broader investment range which is permitted by us, is allowed under a ***SIPP***, and which may include one or more investment providers from our ***panel***.

A ***Barnett Waddingham Flexible SIPP*** is unlikely to be suitable for investment in a single portfolio if the initial funds contributed (including any transfers-in) are less than £30,000 (gross), and less than £50,000 (gross) for investment in a broader investment range. This is because our fees are likely to make such arrangements expensive when compared to other options available in the market.

Whether you choose the single portfolio or the broader investment range, you will pay our annual administration fee in advance, once your ***Barnett Waddingham Flexible SIPP*** is established. If you choose the broader investment range, you will also pay an additional administration fee together with other fees relating to your specific investments. The full additional administration fee will be deducted in advance from your ***Barnett Waddingham Flexible SIPP*** assets when you first invest in the broader investment range, and will then also be deducted annually in advance on each ***anniversary date***. Please refer to our Schedule of Fees for details.

You can change from a single portfolio to the broader investment range by paying the additional administration fee. This fee will be charged in advance in full as soon as you hold any assets in addition to your single portfolio at any time during the year ending on your ***anniversary date***, and will then also be deducted annually in advance on each ***anniversary date***. Therefore, changing to the broader investment range near to (and before) the ***anniversary date*** may be something you wish to avoid doing, due to the costs incurred.

You can also change from the broader investment range to a single portfolio. However, if you want to do this, it will be necessary to disinvest your ***Barnett Waddingham Flexible SIPP*** assets until there is only one portfolio remaining with an investment provider from our ***panel***. You will still be liable to pay the additional administration fee annually in advance on your ***anniversary date*** if you hold any broader range investments during the year ending on your ***anniversary date***.

Money will remain in cash in the ***client money account*** until we are instructed otherwise.

You, in conjunction with your financial adviser, (if you have appointed one), are responsible for selecting the investments in your ***Barnett Waddingham Flexible SIPP***. Please refer to our Allowable Investment Schedule for details of permitted investments.

You accept that you will not make any investments that may lead to ***unauthorised payments***.

You take full responsibility for the suitability and appropriateness of the investments that you make and if applicable the management of those investments. We will arrange investments in accordance with your instructions, subject to the following conditions:

Panel investments

We have a pre-approved ***panel*** of investment providers, including discretionary fund managers, fund supermarkets, platform providers and execution-only providers who have passed our due diligence requirements and have agreed an application process with us. Your adviser should conduct his/her own due diligence before recommending a ***panel*** investment provider to you, and if you do not have an adviser, you should make all relevant enquiries yourself before selecting your ***panel*** investment provider.

Our overall fees are lower with our ***panel*** investment providers than with non-***panel*** investment providers (note this does not take into account any fees, which may be charged directly by the investment provider).

A list of our ***panel*** investment providers can be seen on our website (www.barnett-waddingham.co.uk/flexiblesipp). It is subject to change from time to time. If we remove your chosen investment provider from our ***panel***, we will give you 90 days' notice to select an alternative ***panel*** investment provider. If you do not do this, we will treat you as being invested in the broader investment range, (if you are not already invested in that range), and you will be charged the additional administration fee in advance in full, as detailed above under 'Investment selection'.

Commercial property

If you want to invest in commercial property through your ***Barnett Waddingham Flexible SIPP***, please read our Property Guide before proceeding. The Guide does not form part of these Terms and Conditions, and is for information only.

If you decide to proceed with a property purchase, you must accept the terms of our Property Purchase Questionnaire and sign the declaration in the Questionnaire. Our fees, and the fees of the solicitor, surveyor, together with any stamp duty and any other related costs and charges will be met from your ***Barnett Waddingham Flexible SIPP***. Please refer to our Property Fee Schedule for more details.

The property and any associated borrowing will be held in the name of the ***trustee*** as an asset of your ***Barnett Waddingham Flexible SIPP***.

At our discretion, we can refuse to proceed with a property purchase, if our due diligence process finds it to be unsatisfactory or would give rise to punitive tax charges under ***HMRC*** rules, or if additional information comes to light which means we need to change our decision.

Investment committee

We have established an ***investment committee*** to review any uncommon or unregulated investments. The purpose of the ***investment committee*** is to decide whether investments are permitted by our internal investment policy, ***HMRC*** and the ***FCA***, and to ensure we are able to meet our regulatory responsibilities.

The ***investment committee*** will not judge investment performance, or have any responsibilities for any decision made by you to purchase, retain or sell the investments in your ***Barnett Waddingham Flexible SIPP***. Neither we nor the ***investment committee*** will be liable for any losses, claims, costs or expenses incurred by your ***Barnett Waddingham Flexible SIPP***, arising from any such decision.

In line with our internal investment policy, the ***investment committee*** may not allow investments if they:

- could potentially lose more than the initial capital invested;
- may incur an ***unauthorised payment*** charge;
- provide unnecessary risks to the benefits to be provided to you and your ***beneficiaries***; or
- cannot be easily and clearly identified and registered as an asset of your ***Barnett Waddingham Flexible SIPP***.

If any of your chosen investments falls into any of these categories, we may refuse to allow it. In addition, we can instruct the ***trustee*** to sell any investments in your ***Barnett Waddingham Flexible SIPP*** if they are not, or stop being, permitted investments.

You agree to provide us with sufficient information to enable us to make an informed decision as to whether to refuse any investment proposal, or to compel the sale of an investment.

Buying and selling investments

We will not complete the formalities required to buy or sell investments, until we have received the full paperwork from you or your financial adviser.

We will stop the purchase or sale of an investment if the occurrence of an event or circumstance is brought to our attention which, in our opinion, and in line with our internal investment policy, makes it inappropriate to follow your directions. Otherwise, we will treat all instructions to buy or sell investments as binding, and we will not stop processing instructions once we have received them, until you or your financial adviser notifies us in writing to the contrary. If a sale or purchase is already in progress when we receive such a notification, it may not be possible to cancel that transaction.

We cannot buy and sell quoted investments such as shares directly. This must be conducted through a third party such as a discretionary fund manager or an online trading platform.

At our discretion, we may impose a restriction on the amount that may be invested in ***non-standard investments***.

Valuations

The assets in your ***Barnett Waddingham Flexible SIPP*** are valued from time to time as necessary, and before you take any benefits. In certain circumstances, it may be appropriate to obtain estimates or indexation increases, rather than a full valuation.

Panel investments are valued on a regular basis using valuation feeds, and property will only be valued when necessary. If you take ***capped drawdown pension***, the assets will be valued at the relevant ***pension review dates***.

All assets will be valued at frequencies necessary to meet prevailing ***FCA*** guidelines in respect of our ***capital adequacy requirements***. Certain assets types (for example, property) will incur valuation fees from third party valuers and this cost will be settled from your SIPP funds. Barnett Waddingham may also charge a time-cost fee for obtaining valuations.

Voting rights

We will not exercise any voting rights, and we will not notify you of any general shareholders' meetings relating to your investments.

Disinvestment

If you do not have enough cash in the ***client money account***, together with cash held in any other ***deposit accounts***, to pay for an investment or to meet any charges, costs or expenses that are due, you must either pay in extra cash, or instruct us to sell assets to meet the shortfall within 30 days of a request from us.

If you do not do this, we will disinvest assets from your ***Barnett Waddingham Flexible SIPP*** in the following order:

- sell unitised investments that are traded daily;
- sell investments held with a discretionary fund manager;
- sell any stocks and shares or other insured investments; then
- sell any property or ***non-standard investments***.

If we are unable to disinvest assets in your ***Barnett Waddingham Flexible SIPP*** because of your failure to co-operate with us in the sale, or if there are insufficient assets in your ***Barnett Waddingham Flexible SIPP*** to meet the outstanding charges, costs or expenses, we will take all steps that we consider reasonable to recover the shortfall from you, personally.

10. Taking benefits

If you wish to receive benefits from your ***Barnett Waddingham Flexible SIPP***, you must have reached age 55. This is currently the earliest age when you can take pension benefits except in cases of ***ill-health***, ***serious ill-health*** or if you have the right to a ***protected pension age***.

Ill-health

To qualify for an ***ill-health*** pension, we must receive evidence from a registered medical practitioner confirming that you are (and will continue to be) incapable of carrying on your occupation because of physical or mental impairment, and that you have, in fact, stopped carrying on your occupation.

Serious ill-health

If you are in ***serious ill-health***, and we have received evidence from a registered medical practitioner confirming that you are expected to live for less than a year, you may be able to exchange all of your ***Barnett Waddingham Flexible SIPP*** funds for a ***serious ill-health*** lump sum. To qualify for this, you must not have exceeded the ***lifetime allowance*** (***LTA***).

If you have taken ***drawdown pension*** from any part of your ***Barnett Waddingham Flexible SIPP***, you will usually lose the option to receive a ***serious ill-health*** lump sum from that part of your ***Barnett Waddingham Flexible SIPP***.

Your retirement age and your benefit options

If you have a financial adviser who has completed the online application for you, and has provided you with an online illustration, we will use the retirement age specified in that illustration. Otherwise, we will assume your chosen retirement age is age 65 unless you provide us with a different retirement age. You can amend your retirement age at any time by confirming this to us in writing by email or by post.

We will usually contact you six months before your chosen retirement age with details of the benefits available to you.

You will be able to choose one or more of the following options:

- taking a ***PCLS***;
- designating some or all of your fund to provide ***drawdown pension***;
- taking an ***UFPLS***; and/or
- buying an ***annuity*** or a ***short-term annuity***.

You will need to let us know (in conjunction with your financial adviser if you have one) what proportion of your ***Barnett Waddingham Flexible SIPP*** assets you wish to use for these options.

If you reach age 75 and have not taken any benefits, we will automatically test the value of your ***Barnett Waddingham Flexible SIPP*** assets against the ***LTA*** at age 75.

Valuation of assets

Before we can calculate your benefit entitlement, we must obtain a current valuation of all the assets invested in your ***Barnett Waddingham Flexible SIPP***. Property valuations must be obtained within six months of the date you wish to receive benefits. If it is necessary to sell a property to provide you with funds to enable you to take benefits, payment of any benefits to you will be delayed until the property has been sold. Valuations of all assets in your ***Barnett Waddingham Flexible SIPP*** will be carried out in accordance with the requirements of relevant ***legislation and regulation***.

Unless you have received ***enhanced protection***, (or such other form of protection from the ***LTA charge*** as may be specified from time to time by ***HMRC***), once we have the current value of your ***Barnett Waddingham Flexible SIPP***, we will test it against the ***LTA*** on the date you instruct us to use, before paying your benefits. Where the ***LTA*** is exceeded, we will deduct the ***LTA charge*** from your ***Barnett Waddingham Flexible SIPP*** funds and pay it to ***HMRC***.

Pension commencement lump sum

When you designate new funds into ***drawdown pension*** or purchase an ***annuity***, you will be able to take a ***PCLS*** of an amount up to 25% of the value of the funds you have designated to be ***crystallised***, or which are used to purchase the ***annuity***. A ***PCLS*** is currently tax-free.

The percentage you can take may be different to 25% if you are entitled to a protected lump sum amount, and is also subject to you having sufficient available ***LTA***.

You will not be able to take a ***PCLS*** from a ***flexi-access drawdown fund*** or a ***capped drawdown fund***, which has been transferred-in to your ***Barnett Waddingham Flexible SIPP***.

If you choose to take a ***PCLS***, we will pay this by CHAPS directly to a personal UK bank account in your name. Investments can be paid ***in-specie*** as a ***PCLS*** in some cases, and an additional fee will be applicable in these cases.

Drawdown pension

Flexi-access drawdown

If you designate funds into drawdown for the first time on or after 6 April 2015, the funds will be designated into a ***flexi-access drawdown fund***. There is no limit on the amount that you can draw each year, and you can take payments as one or more lump sums or as regular income payments. Any payment will be taxable as pension income and will trigger the ***money purchase AA***.

You can choose to designate new funds into a ***flexi-access drawdown fund*** in stages, although the minimum amount in each stage is £1,000.

Capped drawdown

If you were receiving ***capped drawdown pension*** before 6 April 2015, you can choose to either continue receiving ***capped drawdown pension*** and remain subject to the ***maximum income limit***, or to convert your ***capped drawdown fund*** into a ***flexi-access drawdown fund***.

You can convert to a ***flexi-access drawdown fund*** by notifying us to request conversion.

If you notify us to request conversion, the conversion to a ***flexi-access drawdown fund*** will start from the date we process your notification. If you draw more pension than the ***maximum income limit***, your ***capped drawdown fund*** will convert automatically to a ***flexi-access drawdown fund***.

If you continue receiving ***capped drawdown pension***, and simultaneously commence a new ***flexi-access drawdown fund***, any payment from the ***flexi-access drawdown fund*** will automatically trigger the ***money purchase AA***.

Capped drawdown conditions

If you choose to continue receiving ***capped drawdown pension***, we will notify you of the maximum annual amount that we can pay.

Your ***capped drawdown pension*** payments are reviewed every three years, and the ***maximum income limit*** is recalculated. On your request, we can review your ***maximum income limit*** on any earlier anniversary of your ***pension review date***. From age 75, ***capped drawdown pension*** payments are reviewed and recalculated annually. Any review could result in either an increase or a decrease in your ongoing ***maximum income limit***.

You can choose any day in the 60 days before your ***pension review date*** to use as the valuation day for your ***Barnett Waddingham Flexible SIPP***. If you do not select a day, we will calculate your revised ***maximum income limit*** based on the value of your ***Barnett Waddingham Flexible SIPP*** on your ***pension review date*** if a valuation is available. If there is no available valuation on your ***pension review date***, we will use an available valuation on a day up to five ***business days*** before your ***pension review date***, or within the six months before your ***pension review date*** in the case of property.

If an independent valuation of property, unquoted shares or other ***non-standard investments*** is required and you do not provide this before your ***pension review date*** when requested by us, we will arrange the valuation ourselves and charge the relevant fee to your ***Barnett Waddingham Flexible SIPP***. If we are unable to do this before your ***pension review date***, we reserve the right to stop paying your ***capped drawdown pension***.

You can choose to designate new funds into a ***capped drawdown fund*** in stages, although the minimum amount in each stage is £1,000.

If you already have existing phased ***crystallisation*** held under different arrangements and are taking ***capped drawdown pension***, you may choose which arrangements to take your ***capped drawdown pension*** from. We can either continue to proportion the ***capped drawdown pension*** payments across the arrangements being used, or we can take them from one arrangement in stages. This is subject to the ***maximum income limit*** not being exceeded in either case.

If you commence taking phased ***crystallisation***, you will usually only have one arrangement to take ***capped drawdown pension*** payments from.

Payment of drawdown pension

You can choose to have your ***drawdown pension*** paid monthly, quarterly, half-yearly, yearly, or on an ad hoc basis.

We will pay all regular ***drawdown pension*** payments, net of income tax, by BACS on the 15th or the 28th day of the month in sterling. You must confirm to us in writing which of these dates you would like to be paid on. Ad hoc ***drawdown pension*** payments can be paid by CHAPS on any ***business day***.

Payment of all regular and ad hoc ***drawdown pension*** payments is subject to the following conditions:

(a) we must have received the correctly completed paperwork from you or your financial adviser, together with all necessary current valuations of your ***Barnett Waddingham Flexible SIPP*** assets; and

(b) you must ensure that there are sufficient cleared funds available in the ***client money account*** to pay your ***drawdown pension*** payment and any ***PCLS*** (including any tax due to ***HMRC***) before the payment date. If there are insufficient funds, we will cancel the ***drawdown pension*** payment.

We will account for the income tax and submit this to ***HMRC***. We can only calculate your tax liability based on the tax code we receive from ***HMRC***, even if this is different from the tax code you have received personally. We will not be liable for any loss incurred to your ***Barnett Waddingham Flexible SIPP*** due to the incorrect tax code being issued to us.

Payments can only be made to a personal UK bank account in your name. We will not usually make any payments to overseas bank accounts.

You will receive a payslip confirming details of each ***drawdown pension*** payment paid to you, and the tax deducted. After the end of the tax year you will receive a P60 form, which should be retained safely as you may need to include the information on your self-assessment tax return.

Payment changes

You may change your regular ***drawdown pension*** payment levels, or stop or restart receiving ***drawdown pension***, by confirming this to us in writing at least six ***business days*** before the payment date. If you notify us of any changes less than six ***business days*** before the payment date, additional fees may be charged, and we reserve the right to reject your instructions.

Pre-6 April 2015 flexible drawdown

If you were receiving ***flexible drawdown*** before 6 April 2015, your ***flexible drawdown*** fund will have converted automatically to a ***flexi-access drawdown fund*** on 6 April 2015 and the ***money purchase AA*** will apply to you. Any additional monies that you designate into drawdown will go into the converted fund.

Dependants' drawdown pension

Dependants who were receiving ***capped drawdown pension*** before 6 April 2015 will have the same options as ***members*** for continuing in ***capped drawdown*** pension, or for converting their ***capped drawdown fund*** to a ***flexi-access drawdown fund***. However, payment from a ***dependant's flexi-access drawdown fund*** will not, of itself, trigger the ***money purchase AA***. This will only apply if the ***dependant*** has also received an ***UFPLS*** in relation to his/her own pension savings, or is receiving his/her own member's ***flexi-access drawdown pension***.

Uncrystallised funds pension lump sum

You can choose to access some or all of the funds in your ***Barnett Waddingham Flexible SIPP*** which are not being designated for ***drawdown pension*** or the purchase of an ***annuity***, by taking an ***UFPLS***. Usually 25% of the ***UFPLS*** will be tax-free, with the remainder taxable as pension income at your marginal tax rate.

Payment can only be made from ***uncrystallised*** funds, and you must have sufficient ***LTA*** available in excess of the lump sum. There is a minimum amount of £1,000, and you can take a single or series of ***UFPLS*** in this way. Payment will trigger the ***money purchase AA***, and we will test the value of your benefits against the ***LTA*** each time that you want to take an ***UFPLS***.

You cannot take an ***UFPLS*** if you have ***primary protection***, or if you have ***enhanced protection*** and a protected ***PCLS***, or if you have an enhanced ***LTA*** for other reasons, (for example, an overseas transfers-in). Also, you cannot have an ***UFPLS*** from disqualifying pension credits, which are funds that you may have been awarded on divorce arising from a pension in payment to your ex-spouse. Payment of an ***UFPLS*** can be made by CHAPS on any ***business day*** in sterling to a personal UK bank account in your name. We will only pay an ***UFPLS*** if we have received the correctly completed paperwork, together with all necessary current valuations of your ***Barnett Waddingham Flexible SIPP*** assets, and if there are sufficient cleared funds available in the ***client money account***.

The taxed element will be paid net of income tax calculated on the current tax code that we receive from ***HMRC*** even if this is different from the tax code you have received personally. We will not be liable for any loss incurred to your ***Barnett Waddingham Flexible SIPP*** due to the incorrect tax code being issued to us. If we do not have a current tax code, we will use the emergency tax code issued by ***HMRC*** at that time.

If you have overpaid income tax, you will need to reclaim this yourself from ***HMRC*** by following their current procedure.

Buying an annuity

If you wish to purchase an ***annuity*** or a ***short-term annuity***, you must write to us to confirm whether you want to use the whole, or only part, of your ***Barnett Waddingham Flexible SIPP***, and which provider you have selected on the open market. We will then process this request. If you are using only part of your ***Barnett Waddingham Flexible SIPP***, you must instruct us which assets to disinvest. If you are currently receiving ***drawdown pension*** payments you must confirm when you would like us to make the last payment.

11. Death benefits

Payment of death benefits

On your death, the value of your ***Barnett Waddingham Flexible SIPP*** may be paid out as a lump sum, or used to provide ***flexi-access drawdown pension***, or to buy an ***annuity*** for your spouse, ***dependants***, ***nominees*** or other ***beneficiaries***. When you open your ***Barnett Waddingham Flexible SIPP***, we ask you to complete an ***expression of wishes*** form nominating the ***beneficiaries*** you would like your benefits to be paid to on your death. We will take this into account when deciding to whom your benefits should be paid, but the form is not binding on us. The payment will be made at our discretion and in line with the ***Trust Deed and Rules***, and we will write to your ***beneficiaries*** giving details of the options available to them.

If you have no ***dependants***, your funds can be paid as a tax-free lump sum to one or more registered charities nominated by you before your death.

Death before age 75

On your death before age 75, any unused funds that have been designated to ***drawdown pension***, and/or any ***uncrystallised*** funds, can be paid to a range of ***beneficiaries*** nominated by you before your death. This payment can be either as a lump sum, or sums, or as ***flexi-access drawdown pension*** through a ***nominee's flexi-access drawdown fund*** or a ***dependant's flexi-access drawdown fund***.

Both lump sums and ***flexi-access drawdown pension*** will usually be paid tax-free. However, this is subject to you having sufficient ***LTA*** available in respect of any ***uncrystallised*** funds.

Funds must be designated into a ***nominee's flexi-access drawdown fund*** or a ***dependant's flexi-access drawdown fund*** within two years of the date of your death in order for the pension to be paid tax-free. If the designation is not made within two years, the pension will be taxable at the recipient's marginal tax rate.

Lump sums must be paid out within two years of the date we receive notification of your death, in order to be paid tax-free. For the 2016/17 tax year onwards and until the Government notifies otherwise, if the payment is not made within these two years, it will be taxable at the recipient's marginal tax rate, where the recipient is an individual. Lump sum payments to non-individuals, including a trust or a company, will be subject to a tax charge of 45% until the Government notifies otherwise.

Death at or after age 75

On your death at or after age 75, any unused funds that have been designated to ***drawdown pension***, and/or any ***uncrystallised*** funds, can also be paid as a lump sum, or sums, or as ***flexi-access drawdown pension*** to your ***beneficiaries***, but tax will be chargeable. Tax will be payable at the recipient's marginal tax rate for the 2016/17 tax year onwards, where the recipient is an individual, until the Government notifies otherwise. Lump sum payments to non-individuals, including a trust or a company, will be subject to a tax charge of 45% until the Government notifies otherwise.

If funds are taken as pension through a ***nominee's flexi-access drawdown fund*** or a ***dependant's flexi-access drawdown fund***, tax will be payable at the recipient's marginal tax rate.

Beneficiaries

Beneficiaries cannot receive an ***UFPLS*** on the death of a ***member*** from the ***member's*** pension fund. If a ***beneficiary*** dies leaving unused ***flexi-access drawdown funds***, he/she can pass those funds to a ***successor*** either to provide a ***flexi-access drawdown pension*** through a ***successor's flexi-access drawdown fund***, or to be paid as a lump sum death benefit. The tax treatment of a ***successor's flexi-access drawdown pension*** and lump sum is the same as described above.

LTA Charge

If the funds in your ***Barnett Waddingham Flexible SIPP*** exceed the ***LTA***, an ***LTA charge*** will be deducted from your ***Barnett Waddingham Flexible SIPP*** and paid to ***HMRC*** before any benefits are paid.

Disinvestment

On your death, if you have a financial adviser, we will take instructions from the adviser, as regards selling any investments in your ***Barnett Waddingham Flexible SIPP*** to enable benefits to be settled.

If you do not have a financial adviser, we will liaise with your Executors, as regards disinvesting assets in your ***Barnett Waddingham Flexible SIPP*** to pay benefits.

It may be possible in certain circumstances for benefits to be settled ***in specie***, rather than being disinvested.

12. Fees

Our fees

You will have been provided with a Schedule of Fees for setting up and administering your ***Barnett Waddingham Flexible SIPP***. You agree to pay us the fees set out in the Schedule of Fees. All fees are exclusive of VAT, which is payable, in addition to the amounts shown.

We normally review our fees on 1 June each year, and may change them if we have a valid reason for doing so. We will give you not less than 30 days' notice of any increases to our fees, or the method used to collect them.

All of our fees will be settled from your cash in the ***client money account***. If there is insufficient cash to meet the fees, you must either pay in extra cash, or instruct us which assets to sell to meet the shortfall. If you do not do this within 30 days of a request from us, we will realise assets in line with the disinvestment strategy set out in section 9 to recover overdue fees.

We reserve the right to charge interest from 30 days after the date of a request from us, for payment of extra cash or instructions to sell assets, at a rate of 2% above ***our chosen bank's*** base rate on the balance outstanding. All costs associated with the recovery of the fees will be invoiced to your ***Barnett Waddingham Flexible SIPP***.

Your financial adviser's charges

You can choose to pay your financial adviser's charges directly from your ***Barnett Waddingham Flexible SIPP*** assets. You must agree with your financial adviser how much you will pay him/her, and how the charges will be paid.

We can deduct the charges ourselves and pay them to your adviser. Alternatively, if you have chosen the single portfolio option, or if you have chosen the broader investment range and have selected an investment provider from our ***panel***, your ***panel*** investment provider may be able to facilitate the payment of your financial adviser's charges by deducting them itself from your ***Barnett Waddingham Flexible SIPP*** funds under its management, and paying them to your adviser.

We will pay, or authorise the payment of, your financial adviser's charges in accordance with the financial adviser charging authorisation provided in your application to establish your ***Barnett Waddingham Flexible SIPP***, and we will continue to do so until you notify us otherwise in writing by email or by post. You must give us 30 days' notice of any changes to your financial adviser's charges, or the method of paying them, and complete a form confirming the changes.

If you are paying your financial adviser an ongoing charge, which is based on a percentage of the value of your ***Barnett Waddingham Flexible SIPP*** and you hold assets in your ***Barnett Waddingham Flexible SIPP*** that are not valued annually (for example, property), the charge could be based on a valuation which is more than a year old.

Any charges you agree with your adviser are additional to the fees you pay to us for establishing and administering your ***Barnett Waddingham Flexible SIPP***. It is your own responsibility for agreeing the charges with your adviser, and we will not make any assessment as to whether this is reasonable, or otherwise.

All charges due to your financial adviser, your professional advisers, or in respect of your investments, will be met from your cash in the ***client money account*** (unless they are being deducted directly by your ***panel*** investment provider). If there is insufficient cash to meet the charges, the same process will apply as described above under 'Our fees'.

Changes to our fees

If we vary our fees by materially more than the rate of inflation and you are not agreeable to the changes, you may terminate your ***Barnett Waddingham Flexible SIPP*** by giving us notice before the changes come into effect. We will then assist you in transferring to an alternative ***registered pension scheme***.

In reviewing or amending our fees, we will have regard to changes in the level of administration expenses we incur, including, but not limited to, ***Financial Services Compensation Scheme*** (***FSCS***) levies, or any other levy or tax which may be imposed on us from time to time. We reserve the right to increase our fees to cover this, and any increase would be shared among all scheme members at the time the levy or tax was imposed.

13. Administration

Instructions to us

If you have appointed a financial adviser, instructions will normally be submitted to us by your financial adviser, and we will accept all instructions as binding and received in good faith. If instructions are submitted to us by your financial adviser, we will not be responsible for any investment loss or expenses incurred by your ***Barnett Waddingham Flexible SIPP***, which are caused by a delay on the part of the adviser.

If you do not have a financial adviser, or if you want to instruct us directly, all instructions to us must be by email from you, or in writing and signed by you. We reserve the right to accept telephone instructions, but we may require you, (or your financial adviser if you have one), to confirm your instructions by email or in writing before we act on those instructions.

If any instructions are unclear, we will request clarification from you, or your financial adviser, before proceeding. We will not be responsible for any losses caused by the result of delays arising, as a result of seeking such clarification.

Communications from us

Any instruction, notice or communication that we give to you under these terms and conditions will be in writing and sent by email, secure online facility, or post to your last known address, (or by such other methods as we may decide from time to time). Email and online will be used in priority to post, unless you instruct us otherwise. If a communication is sent by email before 5pm on a ***business day***, it will be deemed to be served on that day. Otherwise, a communication sent by email will be deemed to be served on the next ***business day*** after it is sent. If a communication is posted, it will be deemed to be served after two ***business days*** of posting. We will communicate with your financial adviser, unless you tell us to communicate directly with you.

Any verbal information we give to you or your financial adviser cannot be relied upon, and will be confirmed by us in writing either by email, online or post. Any communication which we provide to you is provided solely for your own use, and is not intended to be relied upon by any third parties.

Disclosure of personal information

We will ask you to confirm who we may release your personal information to. Please note that where you provide us with authority to provide information to other parties, it is your responsibility to update us when you no longer wish us to liaise with such parties.

Annual benefit statement and pension illustrations

We will send you an annual statement of the investments in your ***Barnett Waddingham Flexible SIPP***, together with a ***statutory money purchase illustration*** of any funds that are not yet being used to provide you with benefits. This will be produced as at each ***anniversary date***. We will use the most recent valuation we hold, but due to issues of timing and cost this may not be a current valuation.

If you are taking ***drawdown pension***, we will also provide you with an annual ***statutory drawdown pension illustration*** for that part of your ***Barnett Waddingham Flexible SIPP*** that is used to provide the ***drawdown pension***.

Membership changes and reporting requirements

You must notify us immediately of any changes concerning your ***Barnett Waddingham Flexible SIPP*** membership, including payment of contributions which do not attract ***tax relief***, a change to your personal details, (in particular, your address or other contact details), or if you cease to be a UK resident.

You must comply with relevant ***legislation and regulation*** which requires you to notify us if you do any of the following under another ***registered pension scheme***:

- you take more than the ***maximum income limit*** from a ***capped drawdown fund***; and/or
- you take ***drawdown pension*** from a ***flexi-access drawdown fund***; and/or
- you take an ***UFPLS***.

You must notify us of the relevant event within 91 days of the date that you take ***flexible benefits***, or within 91 days of the date that you receive a statement from the scheme administrator of the other ***registered pension scheme*** confirming that the event has happened.

You must also notify all other ***registered pension schemes*** of which you are a member if you take ***flexible benefits*** from your ***Barnett Waddingham Flexible SIPP***. The same timescales apply.

14. Banking and custody arrangements

Our client accounts

We have ***client accounts*** in our name with ***our chosen bank***, which are used collectively for all ***scheme members***. There are different ***client accounts*** for different types of payment, such as making contributions and transfer payments-in, buying and selling investments, making ***drawdown pension*** payments to ***members***, collecting rental income and making payments to ***HMRC***.

Your cash is held in the ***client money account*** as client money, in accordance with ***FCA*** requirements, and we treat our ***members*** as 'retail clients' for the purposes of these requirements. The ***client accounts*** cannot go overdrawn.

Interest is currently payable tax-free on ***members'*** cash held in the ***client money account***. ***Our chosen bank*** also pays interest to us on the total cash deposits held in the ***client accounts***, depending upon the base rate in force from time to time. The current interest rates paid by ***our chosen bank*** are available on our website (www.barnett-waddingham.co.uk/flexiblesipp) and from us on request.

We reserve the right to change ***our chosen bank*** or our banking arrangements at any time. We will provide the relevant details on our website, and will give you written notice if we change ***our chosen bank***.

Other accounts

If you opt to invest in the broader investment range, you may choose to hold cash in a separate ***deposit account*** or ***deposit accounts*** in addition to the ***client money account***. It is your responsibility, with your financial adviser if you have one, to determine the level of funds that you should hold in cash.

Some banks pay us interest for certain deposit types. Full details are given on our website (www.barnett-waddingham.co.uk/flexiblesipp), and are available from us on request.

Custody of investments

Investments will be held in the name of the ***trustee***, or such other custodian or nominee company that we may choose from time to time, and will usually also be designated in the name of your ***Barnett Waddingham Flexible SIPP***.

Any cash held by your ***Barnett Waddingham Flexible SIPP*** with an investment manager, or discretionary fund manager is subject to their own terms and conditions.

15. Professional advisers

In addition to a financial adviser, you may appoint an investment adviser, a discretionary fund manager, custodian or nominee, and in some circumstances a solicitor, surveyor or other professional adviser to act in respect of your ***Barnett Waddingham Flexible SIPP***. We do not accept any liability for your choice or range of professional advisers.

Unless prevented by ***legislation and regulation***, and subject to any necessary advice being taken from the ***investment committee***, the ***trustee*** will enter into an agreement with your appointed professional advisers to enable them to be appointed. We will consider whether their fees and expenses can be met from your ***Barnett Waddingham Flexible SIPP*** funds, but it is your responsibility to ensure you do not enter into agreements where the appropriate fees and charges cannot be met by you.

It is your financial adviser's or your own responsibility to monitor investments held with an investment manager. It is your responsibility to notify us immediately if you identify any errors.

We will assume you continue to appoint your advisers until you confirm to us in writing that this is no longer the case.

16. Liability

Neither we nor the ***trustee*** shall be liable to you for any claims, costs, expenses, losses, liability, default or delay arising to your ***Barnett Waddingham Flexible SIPP*** and its underlying investments, unless this is caused by our wilful neglect, wilful default or fraud. For the avoidance of doubt, neither we nor the ***trustee*** shall be liable for losses arising from any of the following:

- you or your adviser(s) providing us with insufficient or inaccurate data or information, or delays on the part of you or your adviser(s);
- any acts or omissions by any ***panel*** investment provider, discretionary fund manager, nominee or custodian company, or of ***our chosen bank***;
- a failure to perform, or delay in performing, our obligations under these terms and conditions if the failure or delay results from war, riot, terrorism, fire, flood or other natural disaster, strikes or industrial action, cyber-attack on our computer systems, failure of our computer equipment or systems, or any other cause beyond our reasonable control;
- any ***unauthorised payment*** made, or tax charge incurred, in respect of your ***Barnett Waddingham Flexible SIPP***;
- any loss on the investments in your ***Barnett Waddingham Flexible SIPP*** and/or any resulting consequential loss to you (for example, the loss of the opportunity to invest in another investment);
- the acts or omissions of any third party you may use to assist you in making investments; or
- any act or failure to act by you, which is prohibited by ***legislation and regulation***, and which requires us to take corrective action.

We may recover, from the funds in your ***Barnett Waddingham Flexible SIPP***, any fees and charges and any claims, costs, expenses or losses that may be made, or arise in respect of:

- your investment decisions or any loss on the investments in your ***Barnett Waddingham Flexible SIPP***;
- any tax charge, whether as a result of an ***unauthorised payment*** or otherwise;
- us having to take, or defend, legal proceedings relating to your ***Barnett Waddingham Flexible SIPP***; and
- us having to take corrective action following an act or failure to act by you which is prohibited by ***legislation and regulation***.

Sufficient cash must be available in the ***client money account*** to meet the charges, costs, claims or expenses applicable in your SIPP. If there is insufficient cash, and you do not provide more cash or instruct us which assets to sell within 30 days of a request from us, we will take steps to recover the charges, or any costs, claims or expenses incurred by us from your ***Barnett Waddingham Flexible SIPP***, in line with the disinvestment order set out in section 9.

If any such amounts are not recoverable from the funds in your ***Barnett Waddingham Flexible SIPP***, we will take all steps that we consider reasonable, to recover the shortfall from you personally. You agree to indemnify us and the ***trustee*** in respect of such amounts.

For the avoidance of doubt, we do not exclude our liability where we are prohibited from doing so by ***legislation and regulation***, including liability for death or personal injury caused by our negligence.

17. Termination of your Barnett Waddingham Flexible SIPP

Your ***Barnett Waddingham Flexible SIPP*** will terminate immediately on the occurrence of any of the following events:

(a) payment of a transfer value in respect of all of your ***Barnett Waddingham Flexible SIPP*** to another ***registered pension scheme*** or to a ***QROPS***;

(b) purchase of an ***annuity*** in respect of all of your ***Barnett Waddingham Flexible SIPP***;

(c) payment of an ***UFPLS*** in respect of all of your ***Barnett Waddingham Flexible SIPP***;

(d) settlement of all benefits on death;

(e) the cancellation of your ***Barnett Waddingham Flexible SIPP*** within the first 30 day cancellation period;

(f) if there are no funds held in your ***Barnett Waddingham Flexible SIPP*** for a period of at least 30 days, we will have the right to close your ***Barnett Waddingham Flexible SIPP***; or

(g) on the winding-up of the ***scheme*** in accordance with the ***Trust Deed and Rules***.

All outstanding fees must be settled before your ***Barnett Waddingham Flexible SIPP*** can be wound up.

On giving you 30 days' written notice, we also have the right to stop providing services to you, and to take action to close your ***Barnett Waddingham Flexible SIPP*** where you breach any of the provisions specified in these terms and conditions. Fees incurred in taking this action will be payable by you.

18. Closure of the scheme

On giving you 30 days' written notice, (or otherwise as soon as we reasonably can), we may inform you that no new ***members*** will be admitted to the ***scheme*** and/or contributions by existing ***scheme members*** will no longer be accepted.

Any such decision may be made for valid reasons including, but not limited to, any of the following:

- we stop being authorised by the ***FCA***;
- the ***scheme*** ceases to be a ***registered pension scheme***;
- we or the ***trustee*** determine(s) that it is necessary for the protection of the ***members***; or
- our business is sold or wound up.

If the ***scheme*** closes, we will notify you of your rights and options. Where it is necessary to transfer your ***Barnett Waddingham Flexible SIPP*** to an alternative ***registered pension scheme***, your consent will not be required, although you will be given an option to make a transfer to a ***registered pension scheme*** of your own choosing, within a specified timeframe.

19. Data Protection

Controlling and processing of your personal information

We take the privacy and security of your ***data*** very seriously. BW SIPP LLP and Barnett Waddingham are registered as the ***data*** controllers with the UK data protection regulator. BW SIPP LLP is a wholly owned subsidiary of Barnett Waddingham LLP.

This section sets out the basis on which we will process any personal ***data*** we collect from you, or you provide to us and how it will be treated by us in order to provide our contractual services to you.

Information about you

We may collect and process the following information about you by you completing forms either online or paper versions, corresponding via email, letter, telephone, secure message or otherwise. This can be in relation to the opening and ongoing management of your account including but not limited to, purchases and sales, obtaining valuations, illustrations, literature, forms, change of details. It can also include subscribing to newsletters, surveys and alerts.

In the course of running the ***Scheme***, we may require information from you in relation to your marital status (which may include the gender of your spouse or civil partner) and / or information about your (or your partner's) health. Such information will be used to determine the benefits payable to you and your ***beneficiaries***.

In addition, we may hold any or all of the following items of personal information about you:

- Personal details including your name, National Insurance number, gender, age, date of birth, postal and/or email address and telephone number.
- Descriptions relating to your physical and mental health (to the extent that they are relevant to the calculation and payment of your benefits).
- Salary and ***data*** relating to investments and pension assets held outside of the ***Scheme*** (to the extent they are relevant for the calculation and payment of your benefits, or to the taxation of your benefits).
- Employment history, including employment dates and historic pay records.

- Bank account details for payment of benefit instalments, ***HMRC*** tax code.
- What we may collect about you via our websites; we will collect technical internet related ***data*** and is likely to include things such as your IP address and your geographic location.
- Information from other sources; other sources may provide information about you including, credit reference agencies, professionals who work on your behalf including your financial adviser, other financial services providers where you have investments and pensions outside of BW SIPP.

Your ***data*** will be shared with those parties that you instruct directly and which require us to provide them with information relating to you or your ***SIPP***. Those parties will include your adviser or other parties that hold your underlying investments or assets, including brokers and investment managers. Acceptance of these terms acts as your consent for us to share such information with these parties, you may remove your consent at any time but doing so may impact our or those parties' ability to administer your ***SIPP*** or underlying investments such as it may not be possible to continue. Where information is shared with these parties, they will be data controllers in relation to your personal data and will offer you the relevant duties of care under the Data Protection legislation; however, BW SIPP LLP will not be responsible for any act, error or omission of any of these parties in relation to your data.

Your ***data*** may also be shared with sub-processors for particular outsourced activities such as bulk printing jobs, confirmation of address/existence, offsite backup and archive. A comprehensive list of parties with whom data may be shared is available on request in writing to the Data Protection Officer.

In addition, it is in your and our legitimate interests to use your personal information to:

- Keep up to date and accurate records about you so that the correct benefits can be paid
- Comply with the law, including regulations and guidance issued by bodies to which we are accountable including the Financial Conduct Authority, Pensions Regulator and ***HMRC***

Where you yourself are based outside of the EEA we will take this as consent for us to share your personal ***data*** in that jurisdiction in order to continue to service your pension.

Using the information

We may use the collected information about you in a variety of ways which can include; providing you with the services that you have entered into a contract with us to receive; providing you with information about those services and informing you of changes to the services, to obtain feedback on our services, website and content; to allow us to deliver appropriate and meaningful content to you; to combat financial crime including fraud and money laundering.

Disclosing your information

We do not and will not sell your ***data*** or enter into a transaction with a 3rd party to trade or rent your ***data***. The ***data*** we hold about you will be held within the Barnett Waddingham Group of companies, BW SIPP LLP and Barnett Waddingham LLP and we may share it with selected 3rd parties in order to provide the contracted services to you which will include the trustees of the ***scheme***. These selected parties include our suppliers, partners and subcontractors who include; regulatory and legal bodies to allow us to fulfil our legal and regulatory obligations; fraud prevention agencies to allow us to detect and prevent financial crime; software and data providers that allow us to provide the services to you and in the most efficient way and secure way, other financial services institutions to allow us to operate the service, including keeping your investments and payments secure; any professional acting on your behalf.

Keeping your data safe

We keep your ***data*** safe and secure using servers within the United Kingdom. Your ***data*** will be held as long as necessary to comply with our regulatory and legal requirements, which if it relates to occupational pensions it will be retained indefinitely, otherwise it will be retained for no longer than 15 years from when you cease to be a client of ours. Some of our third party partners and suppliers may store and process your ***data*** within the European Economic Area and by entering into a contract with us to provide our services you consent to such transfers to store and process the ***data*** provided by you. All your ***data*** will be kept secure and treated in line with this section using all necessary and reasonable steps.

Your rights regarding your data

The purpose of this Privacy Notice is to fulfil your right to be informed about the use of your personal ***data***. In addition:

- You have the right to access your personal ***data***. If you wish to request copies of your personal ***data*** please contact us at the address in section 24.
- You have the right to have your personal ***data*** rectified if it is inaccurate or incomplete.
- You have the right to have your personal ***data*** deleted or removed if there is no reason for its continued storage and processing.
- You have the right to object to your personal ***data*** being processed and to restrict the processing of your personal ***data*** in certain circumstances. While processing is restricted, the data controllers are permitted to store the personal ***data*** to ensure the restriction is respected in future. You will be informed if a restriction on processing is lifted.
- You have the right to lodge a complaint about the data controller with the ICO.

Please note that if you choose to exercise your rights to withhold ***data***, restrict processing or insist on its deletion, then we may not be able to perform our contractual duties in relation to the service being provided to you.

All information held by us shall be retained and processed in accordance with the provisions of the ***Data Protection Act*** (***DPA***), and its successor, the General Data Protection Regulation (GDPR), with effect from 25 May 2018. Further details about GDPR and your rights under GDPR can be found on the ICO's website at https://ico.org.uk.

Effect of closure of your Barnett Waddingham Flexible SIPP

If your ***Barnett Waddingham Flexible SIPP*** is closed, the obligations set out above will remain in full force and effect. We may be required by legislation and regulation to maintain ***data*** relating to you, on closure of your ***Barnett Waddingham Flexible SIPP*** for auditing or compliance purposes, and we will continue to be bound by the data protection legislation and this section.

Changes

We will give you at least 30 days' written notice of any changes to this section.

Contact us

If you have any queries regarding your ***data***, or this section, please see section 24 for our contact details.

20. Changes to the terms and conditions

From time to time it may be necessary for us to make amendments to these terms and conditions, for valid reasons including, but not limited to, a change in ***legislation and regulation***, amendments to the ***Trust Deed and Rules***, the provision of new systems or services, to take account (in a proportionate manner) of changes in technology, to correct mistakes which do not materially alter the services we provide to you, to make these conditions easier to understand and fairer, or to take account of changes to levies imposed by the ***FCA*** or the ***Financial Services Compensation Scheme*** (***FSCS***).

We will give you not less than 30 days' written notice of any changes.

21. General terms

The ***Trust Deed and Rules*** are written under English law. These terms and conditions are therefore governed by English law, and are subject to the exclusive jurisdiction of the English courts.

Only we, the ***trustee***, you, or your personal legal representative can enforce these terms and conditions. The rights of any other person under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms and conditions are excluded. Failure by us, the ***trustee*** or you to exercise or enforce any rights available under these terms and conditions shall not amount to a waiver of those rights.

Each provision of these terms and conditions constitutes a separate and independent provision. If any provision of these terms and conditions is judged by any court or empowered authority to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Any taxation information contained in these terms and conditions is based on our interpretation of current legislation and ***HMRC*** practice, which may change in future.

All communications to and from us will be in English.

22. Financial Services Compensation Scheme (FSCS)

If we are unable to meet our financial obligations to you, the ***scheme*** is covered by the ***FSCS*** and you may be entitled to compensation.

Your cash in the ***client money account*** may also be covered by the ***FSCS*** in the event of the failure of ***our chosen bank***.
The maximum compensation is currently £85,000 for each individual in respect of cash held with ***our chosen bank*** and any other banks covered by ***our chosen bank's FCA*** authorisation whether the cash is held within your ***Barnett Waddingham Flexible SIPP*** or personally. For example, ***our chosen bank*** is currently Bank of Scotland, so any total deposits you hold above the limit between any of the following brands connected to Bank of Scotland are unlikely to be covered: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland Private Banking, Bank of Scotland Germany, Lloyds Bank (in the Netherlands only), Bank of Wales and St. James's Place Bank. Some savings accounts under the AA Savings and Saga brand names are also deposits with Bank of Scotland plc. This list of brands is also subject to change at any time by Bank of Scotland.

The level of compensation may be subject to change from time to time. If you are invested in the broader investment range, you should check the compensation that may be provided by the ***FSCS***, in respect of cash held in your ***Barnett Waddingham Flexible SIPP*** in any ***deposit accounts*** with any other bank of your choice.

You should note that the eligibility of each claim will be assessed on a case by case basis.

The underlying investments in your ***Barnett Waddingham Flexible SIPP*** may also be protected by the ***FSCS*** in the event of the insolvency of the investment provider. The compensation available to you will depend on the type of investments and the relevant ***FSCS*** rules. Visit www.fscs.org.uk for more information.

23. Complaints

If you want to make a complaint about us or our services provided under these terms and conditions, please make this in writing by email or by post, to us in the first instance by using the contact details in section 24.

We will provide you with a copy of our complaints handling procedure on request. If you are not satisfied with our decision or the way we have handled your complaint, and your complaint concerns the administration of your ***Barnett Waddingham Flexible SIPP***, you may refer this to the ***Pensions Ombudsman***.

All other complaints can be referred to the ***Financial Ombudsman Service***.

We are obliged to inform you that the European Commission has established an Online Dispute Resolution Platform (ODR Platform) relating to goods and services bought online to allow EU consumers to submit disputes online. Further details can be found via the following link: ec.europa.eu/consumers/odr

24. Contact details

flexiblesipp@barnett-waddingham.co.uk

www.barnett-waddingham.co.uk/flexiblesipp

0344 443 0100

BW SIPP LLP
PO Box 1209
Cheltenham
Gloucestershire
GL50 9WE

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FlexibleSIPP

If you would like to discuss anything related to the Barnett Waddingham Flexible SIPP please contact us:

0344 443 0100

flexiblesipp@barnett-waddingham.co.uk

Barnett Waddingham is proud to be a leading independent UK consultancy at the forefront of risk, pensions, investment and insurance.

We're a team of over 1,000 people, each delivering on our values and our promise to ensure the highest levels of trust, integrity and quality.

Barnett Waddingham LLP is a body corporate with members to whom we refer as "partners". A list of members can be inspected at the registered office. Barnett Waddingham LLP (OC307678), BW SIPP LLP (OC322417), and Barnett Waddingham Actuaries and Consultants Limited (06498431) are registered in England and Wales with their registered office at 2 London Wall Place, London, EC2Y 5AU.

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority and is licensed by the Institute and Faculty of Actuaries for a range of investment business activities. BW SIPP LLP is authorised and regulated by the Financial Conduct Authority. Barnett Waddingham Actuaries and Consultants Limited is licensed by the Institute and Faculty of Actuaries in respect of a range of investment business activities.

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Glossary

This document is applicable to both BW SIPP and Flexible SIPP products

APRIL 2018

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Note: Where we refer to 'us', 'our' or 'we', we mean BW SIPP LLP acting as the ***operator***. This document is based on our interpretation of current legislation and ***HM Revenue & Customs (HMRC)*** practice, which may change in the future.

6 April 2006 ("A-Day")

The date that the pensions tax simplification regime came into force.

Additional voluntary contributions

Contributions paid by an individual to his/her employer's ***occupational pension scheme*** over and above the basic or contractual contributions, which are required as a condition of membership.

Adjusted income

An annual monetary amount that determines whether an individual will be subject to a tapering of their ***AA*** for a particular tax year. Broadly, the amount is calculated by adding the individual's total income from all sources to their pension contributions during a tax year. (See also ***Threshold income***.)

Anniversary date

Unless you or we notify otherwise, the annual anniversary of the date of the establishment of your ***Barnett Waddingham Flexible SIPP.***

Annual allowance (AA) (see also Money purchase annual allowance)

The maximum amount that you can pay to all your ***registered pension schemes*** in a ***pension input period (PIP)*** and gain ***tax relief***. If the ***AA*** is exceeded, you may have to pay ***HMRC*** a tax charge on the excess (the ***AA charge***). The ***AA*** is £40,000 for the tax year 2018/19 and from then on until the Government notifies otherwise. However, if you trigger the ***money purchase AA***, the amount you can contribute to ***money purchase pension schemes*** each tax year will be restricted to £4,000 (gross) for the tax year 2018/19 onwards, until the Government notifies otherwise. You can contribute the remaining portion of the ***AA*** to ***defined benefit schemes***.

The ***AA*** will be reduced for individuals with ***adjusted income*** of more than £150,000 for the tax year 2018/19 and from then on until the Government notifies otherwise. The ***AA*** will be reduced by £1 for every £2 of ***adjusted income*** that an individual has over £150,000, with a maximum reduction of £30,000. The value of pension contributions is taken into account when assessing whether an individual's ***adjusted income*** exceeds £150,000, which means that an individual with ***threshold income*** of less than £150,000 (but subject to a minimum of £110,001) could be caught. Individuals with ***threshold income*** of £110,000 or less will not have their ***AA*** tapered.

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Annual allowance charge (AA charge)

If the overall ***AA*** or the ***money purchase AA*** is exceeded, you may have to pay ***HMRC*** a tax charge on the excess. This is calculated by the chargeable amount being added to your taxable income for the relevant tax year, and tax then being charged at your marginal rate.

Annuity

An ***annuity*** contract purchased from an ***annuity*** provider of your choice that provides you with an income for life in exchange for all or part of your ***Barnett Waddingham Flexible SIPP*** funds and/or funds from other ***registered pension schemes***. (See also ***short-term annuity***.)

Arm's length

The condition or fact that the parties to a transaction are independent and on an equal footing, or act as they would if they were independent buyers and sellers, with no shared interest. The concept of an ***arm's length*** transaction is to ensure that both parties in the deal are acting in their own self- interest, and are not subject to any pressure or duress from the other party.

B

Barnett Waddingham Flexible SIPP

Your ***Barnett Waddingham Flexible SIPP*** is a self-invested personal pension product, which is issued under the ***scheme***.

Beneficiary/ beneficiaries

As the ***member***, you are the ***beneficiary*** of your ***Barnett Waddingham Flexible SIPP*** until your death. After your death, the ***beneficiaries*** are the persons or entities who will receive benefits from your ***Barnett Waddingham Flexible SIPP*** and/or other ***registered pension schemes***. ***Beneficiaries*** can include your ***dependants*** and persons or entities other than your ***dependants*** (including ***nominees*** and other ***beneficiaries***), whom you nominate to receive benefits from your ***Barnett Waddingham Flexible SIPP*** on your prior death.

Business day

Any day other than a Saturday, a Sunday, or a day which is a public holiday in England.

Buy-out policy (sometimes called a 'section 32 policy')

An individual earmarked insurance policy purchased with a transfer from a ***registered pension scheme***, which is used to secure a deferred ***annuity*** contract.

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C

Capital adequacy requirements

The ***Financial Conduct Authority's*** (***FCA***) requirements for the amount of realisable capital that a ***SIPP operator*** must hold. The new requirements came into force with effect from 1 September 2016, which increased the required fixed minimum amount from £5,000 to £20,000.

Capped drawdown fund

An arrangement established before 6 April 2015 to pay income from a ***self-invested personal pension scheme*** (***SIPP***), which is subject to the ***maximum income limit***.

Capped drawdown pension

Pension income paid from a ***capped drawdown fund***.

Career average revalued earnings scheme (CARE scheme)

A type of ***defined benefit scheme*** offered by employers. Benefits at retirement are based on average earnings over the employee's whole period of membership.

Carry forward

HMRC allows an individual to apply any unused ***AA*** from the previous three tax years by carrying it forward for use in the current tax year, provided they were a ***member*** of a ***registered pension scheme*** during those tax years. ***Carry forward*** is not available for ***money purchase pension schemes*** if you trigger the ***money purchase AA***.

Citizens Advice

An independent charity with branches throughout the UK that gives free, confidential information and advice to help people with their money, legal, consumer and other problems. More information is available at www.citizensadvice.org.uk.

Client accounts

Common bank accounts in our name with ***our chosen bank***, which are used collectively for all ***scheme members***. There are different ***client accounts*** for different types of payment, such as making contributions and transfer payments in, buying and selling investments, making ***drawdown pension*** payments to ***members***, collecting rental income and making payments to ***HMRC***.

Client money account

A common bank account in our name with ***our chosen bank***, which is used collectively for all ***scheme members***, in which cash is held as client money, in accordance with ***FCA*** requirements.

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Connected party/ies

Connected parties are certain relatives, trustees, partners and companies.

A person is connected to an individual if that person is the individual's spouse or civil partner, a relative of the individual, the spouse or civil partner of a relative of the individual, a relative of the individual's spouse or civil partner, or the spouse or civil partner of a relative of the individual's spouse or civil partner.

Relative is defined as brother, sister, ancestor or lineal descendant. Relative does not cover all relationships, in particular nephews, nieces, uncles and aunts.

A company is connected with another person if that person has control of the company or that person and persons connected with him/her together have control of the company. In this context it means a person (and those connected with that person) being able to directly or indirectly control the affairs of a company. In practice, this is usually likely to mean the individual or persons connected with that individual holding more than 50% of the voting rights of a company, although the definition of control is wide-ranging and can extend beyond this.

A person is connected to any person he/she is in partnership with, and the spouse or civil partner of any person he/ she is in partnership with, and a relative of any person he/she is in partnership with.

Where a transaction takes place between your ***Barnett Waddingham Flexible SIPP*** and a ***connected party***, it must be made on ***arm's length*** terms.

Crystallisation/crystallised

The act or process of accessing funds in your ***Barnett Waddingham Flexible SIPP***, the transfer of part or all of your ***Barnett Waddingham Flexible SIPP*** funds to a ***qualifying recognised overseas pension scheme*** (***QROPS***), or on your death, at which point a test is made against the ***lifetime allowance*** (***LTA***).

D

Data

'Personal Data' and 'Sensitive Personal Data' as defined in the ***Data Protection Act (DPA)*** and 'Personal data' and 'special categories of data' as defined in the General Data Protection Regulation (GDPR).

Data Protection Act (DPA)

The ***Data Protection Act*** 1998 and any relevant regulations, as may be amended from time to time. The ***DPA*** is being replaced with the General Data Protection Regulation (GDPR), with effect from 25 May 2018.

Defined benefit scheme

An ***occupational pension scheme*** established by an employer for its employees' benefits, based on a proportion of pensionable salary for each year of pensionable service. Pensionable salary can be salary at retirement (known as 'final salary'), or the employee's average earnings over the whole period of membership of the ***scheme*** (a ***CARE scheme***), or some other formula.

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Department for Work and Pensions (DWP)

The Government department responsible for welfare and pension policy.

Dependant

Under pension legislation, ***dependant*** essentially means the following:

a. your spouse or registered civil partner;

b. any child of yours who is under 23, or who in our opinion is dependent on you, because of physical or mental impairment; or

c. any other individual who, in our opinion, was financially dependent on you, or who had a relationship of mutual dependence with you, or who was dependent on you because of physical or mental impairment.

Dependant's flexi-access drawdown fund

A ***flexi-access drawdown fund*** established on the death of a ***member*** to enable the payment of pension income to a ***dependant*** nominated by the ***member*** (or, where applicable, by the ***operator***) before his/her death.

Deposit account

A bank account that is used to hold cash on deposit as an investment of your ***Barnett Waddingham Flexible SIPP***.

Drawdown pension

The ***crystallisation*** of funds in your ***Barnett Waddingham Flexible SIPP***, enabling the payment of income directly from your ***Barnett Waddingham Flexible SIPP***. ***Drawdown pension*** can be either ***capped drawdown pension*** or ***flexi-access drawdown pension***, as applicable.

E

Enhanced protection

A means of protecting pension rights built up before ***6 April 2006*** from the ***LTA*** charge when benefits are taken on or after ***6 April 2006***. It is no longer possible to register for ***enhanced protection***. To maintain ***enhanced protection***, individuals are not allowed to make any further contributions to, or accrue additional benefits within, ***registered pension schemes*** (other conditions apply).

Execution-only

A ***member*** who does not have a financial adviser, and who makes all decisions relating to his/her ***Barnett Waddingham Flexible SIPP*** himself/herself, does so on an ***execution-only*** basis.

Expression of wishes

A notification by you to us as the ***operator*** of who you would like any remaining assets in your ***Barnett Waddingham Flexible SIPP*** to be paid to, on your death.

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F

Financial Conduct Authority (FCA)

The ***Financial Conduct Authority*** (formerly the Financial Services Authority or FSA), or any replacement regulatory authority or authorities, is an independent, non-governmental funded body given statutory powers by the Financial Services and Markets Act 2000, (as amended by the Financial Services Act 2012), to regulate financial services business in the UK. The ***operator*** is authorised and regulated by the ***FCA***, and its ***FCA*** registration number is 458323.

The ***FCA*** contact details are:

Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

www.fca.org.uk
consumer.queries@fca.org.uk
0800 111 6768

Financial Ombudsman Service (FOS)

An independent, levy-funded body that considers complaints about advice between consumers and financial firms, which cannot be resolved by the firms in the first instance. The ***FOS*** contact details are:

The Financial Ombudsman
Exchange Tower
Harbour Exchange Square
London
E14 9SR

www.financial-ombudsman.org.uk/contact/index.html
complaint.info@financial-ombudsman.org.uk
0800 023 4567 or 0300 123 9123

Financial Services Compensation Scheme (FSCS)

The UK's statutory compensation scheme for customers of authorised financial services firms. The ***FSCS*** may pay compensation if an authorised firm is unable to meet its obligations. The ***FSCS*** contact details are:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street London
EC3A 7QU

www.fscs.org.uk
enquiries@fscs.org.uk
0800 678 1100 or 020 7741 4100

Fixed protection

Individuals with ***fixed protection*** have a ***LTA*** underpinned at £1.8 million. It is no longer possible to register for ***fixed protection***. To maintain ***fixed protection***, individuals are not allowed to make any further contributions to ***registered pension schemes*** after 5 April 2012 (other conditions apply).

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Fixed protection 2014

Individuals with ***fixed protection 2014*** have a ***LTA*** underpinned at £1.5 million. It is no longer possible to register for ***fixed protection 2014***. To maintain ***fixed protection 2014***, individuals are not allowed to make any further contributions to ***registered pension schemes*** after 5 April 2014 (other conditions apply). Individuals with ***primary protection***, ***enhanced protection*** or ***fixed protection*** are ineligible to apply for ***fixed protection 2014***.

Fixed protection 2016

Individuals with ***fixed protection 2016*** have a ***LTA*** underpinned at £1.25 million. To maintain ***fixed protection 2016***, individuals are not allowed to make any further contributions to ***registered pension schemes*** after 5 April 2016 (other conditions apply). Individuals with ***primary protection***, ***enhanced protection***, ***fixed protection***, or ***fixed protection 2014*** are ineligible to apply for ***fixed protection 2016***.

It is still possible to register online for ***fixed protection 2016*** at www.gov.uk/guidance/pension-schemes-protect-your-lifetime-allowance#fixed-protection-2016.

Flexi-access drawdown fund

An arrangement established under your ***Barnett Waddingham Flexible SIPP*** to enable the payment of pension income directly from your ***Barnett Waddingham Flexible SIPP***, and which contains funds that are:

- designated for ***flexi-access drawdown pension*** for the first time on or after 6 April 2015;
- converted from a ***capped drawdown fund***, including funds transferred to your ***Barnett Waddingham Flexible SIPP***, which are converted on transfer;
- derived from a pre-6 April 2015 ***flexible drawdown fund***; and/or
- transferred from a ***flexi-access drawdown fund*** established under another ***registered pension scheme***.

Flexi-access drawdown pension

Pension income paid from a ***flexi-access drawdown fund***.

Flexible benefits/flexibly accessing benefits

Benefits which can be taken under the new pensions regime for ***money purchase pension schemes***, which was introduced with effect from 6 April 2015. This gives individuals greater choice and flexibility about how they access their money purchase pension savings. In particular, individuals can choose to take a ***flexi-access drawdown pension***, an ***uncrystallised funds pension lump sum*** (***UFPLS***), or to convert a ***capped drawdown fund*** to a ***flexi-access drawdown fund*** and then take pension income from the converted fund.

An individual who takes benefits in any of these ways is ***flexibly accessing benefits*** under the new regime. Additionally, anyone who had a ***flexible drawdown fund*** that automatically converted to a ***flexi-access drawdown fund*** on 6 April 2015, is also ***flexibly accessing benefits*** under the new regime.

Flexible drawdown fund/flexible drawdown

An arrangement established before 6 April 2015 to pay income from a ***SIPP*** that had no limits on how much income could be taken, but which was only available if certain conditions were met. If a valid declaration was accepted before 6 April 2015 that these conditions were met, the ***flexible drawdown fund*** converted automatically to a ***flexi-access drawdown fund*** on 6 April 2015.

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G

Government Actuary's Department (GAD)

The Government department that provides actuarial services and analysis to the government and public sector, and produces tables for calculating the ***maximum income limit***.

Guaranteed annuity rate (GAR)

A feature usually associated with old style ***annuity*** plans. A ***GAR*** was written into the plan terms from the outset and guaranteed to provide a minimum ***annuity*** rate, but only on or after a set retirement date.

H

HM Revenue & Customs (HMRC)

The Government department that deals with the taxation of pension contributions and benefits.

I

Ill-health

To qualify for an ***ill-health*** pension, we must have received evidence from a registered medical practitioner confirming that you are, and will continue to be, incapable of continuing your current occupation, and that you have ceased to carry out that occupation.

In specie

The transfer of the legal ownership of an asset other than cash, (for example, property or shares), without the undertaking of sell or buy transactions.

Individual protection 2014

Individuals could apply for ***individual protection 2014*** if their total pension savings on 5 April 2014 were more than £1.25 million, provided that they did not have existing ***primary protection***. Their ***LTA*** will be equal to the value of their total pension savings on 5 April 2014, subject to a maximum of £1.5 million. It is no longer possible to register for ***individual protection 2014***.

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Individual protection 2016

Individuals can apply for ***individual protection 2016*** if their total pension savings on 5 April 2016 are more than £1 million, provided that they do not have existing ***primary protection*** or ***individual protection 2014***. Their ***LTA*** will be equal to the value of their total pension savings on 5 April 2016, subject to a maximum of £1.25 million.

It is still possible to register online for ***individual protection 2016*** at www.gov.uk/guidance/pension-schemes-protect-your-lifetime-allowance#individual-protection-2016

Investment account

An account that is opened for the purpose of buying and selling investments within your ***Barnett Waddingham Flexible SIPP***, and which is held as an asset of your ***Barnett Waddingham Flexible SIPP***.

Investment committee

An internal Barnett Waddingham committee to whom we have delegated authority to decide whether to accept, decline or add any reasonable conditions to any investment requested by you.

J

Joint property purchase

Your ***Barnett Waddingham Flexible SIPP*** can jointly purchase a property with another individual's ***Barnett Waddingham Flexible SIPP***, other individuals or companies, you personally, or another third party. This is not the same as a ***syndicated property***.

L

Legislation and regulation

The rules and regulations of the ***FCA***, and any statutes, statutory instruments and other legislation that apply to us and to the ***scheme***. Where ***legislation and regulation*** are amended, references to ***legislation and regulation*** are to be construed as incorporating those amendments.

Lifetime allowance (LTA)

The maximum amount of pension savings that you can build up, which benefits from ***tax relief***. This amount is £1.03 million for the tax year 2018/19 and the ***LTA*** will potentially be indexed each tax year in line with any increases in the consumer prices index until the Government notifies otherwise.

Lifetime allowance charge (LTA charge)

A tax charge that arises when you take your benefits, if the combined total of all your pension funds exceeds the ***LTA***.

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M

Maximum income limit

The maximum annual amount of income that you can take from a ***capped drawdown fund*** (currently 150% of the basic income derived from ***GAD*** tables for the relevant drawdown year). This is recalculated every three years up to age 75 and annually thereafter, in line with ***GAD*** rates (although annual reviews can be requested before age 75). The ***GAD*** rate used for those aged 85 and over is the ***GAD*** rate for an 85 year old.

Member

Any person who has completed an application for membership of the ***scheme***, and has been admitted as a ***member*** of it by the ***operator***.

Minimum pension age

The earliest age (currently 55) when you can take pension benefits, except on grounds of ***ill-health***, serious ill- health, or if you have a right to a protected early retirement pension age.

Money Advice Service (MAS)

A Government organisation that provides free money guidance for UK consumers to help them with their financial decisions.

The ***MAS*** contact details are:

The Money Advice Service
Holborn Centre
120 Holborn
London
EC1N 2TD

www.moneyadviceservice.org.uk

enquiries@moneyadviceservice.org.uk

0800 138 7777 (England) 0800 138 0555 (Wales)

Money purchase annual allowance (money purchase AA)

If you flexibly access your money purchase pension benefits for the first time on or after 6 April 2015, you will trigger the ***money purchase AA***. The ***money purchase AA*** is £4,000 (gross) for the tax year 2018/19, for all contributions paid into ***money purchase pension schemes***. You will, therefore, only be entitled to obtain ***tax relief*** on further contributions to your ***Barnett Waddingham Flexible SIPP*** and/or other ***money purchase pension schemes*** of up to £4,000 (gross) for any tax year.

Money purchase pension scheme

Under a ***money purchase pension scheme***, an individual pays money into a retirement fund, which is invested, for example, in the stock market. The value of the resulting pension is not guaranteed, as it is directly linked to the performance of the underlying investments.

A ***money purchase pension scheme*** can be one of several types of pension ***scheme*** including a ***SIPP***, a ***personal pension scheme***, an ***occupational pension scheme*** and a ***small self-administered scheme*** (***SSAS***). It is also known as a 'defined contribution ***scheme***'.

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N

National Insurance Contributions (NICs)

Payments deducted from pay or declared through self-assessment, used by the ***DWP*** to fund the ***state pension*** and other state benefits.

Nominee

A person who is not a ***dependant***, and who is nominated by a ***member*** (or, where applicable, the ***operator***), to receive benefits from the ***member's Barnett Waddingham Flexible SIPP*** on the ***member's*** death. The ***operator*** can only consider a ***member's nominees*** or ***dependants*** to receive pension income, and can only nominate a ***nominee*** in the absence of any known ***dependants*** of the ***member*** or ***nominees*** and charities that were nominated by the ***member***.

Nominee's flexi-access drawdown fund

A ***flexi-access drawdown fund*** established on the death of a ***member*** to enable the payment of pension income to a ***nominee*** nominated by the ***member*** before his/her death (or, where applicable, by the ***operator***).

Non-standard investments

Investments that are neither regulated nor quoted in the UK including, but not limited to, Unregulated Collective Investment Schemes (UCIS), unquoted shares and commodities. They are sometimes referred to as 'alternative investments' or 'esoteric investments'.

O

Occupational pension scheme

A pension ***scheme*** established by an employer to provide ***retirement benefits*** for its employees.

Open market option (OMO)

Your right to purchase an ***annuity*** from any ***annuity*** provider offering you the best choice.

Operator

BW SIPP LLP (company number OC322417). The ***operator*** is the administrator of the ***scheme***, and is responsible for carrying out all the duties and functions required by the ***FCA***, ***HMRC***, and ***legislation and regulation*** relating to the day-to-day running of the ***scheme***.

Our chosen bank

Bank of Scotland, or such other bank or banks that we may select from time to time.

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P

Panel

A pre-approved list of investment providers, including discretionary fund managers, platform providers, ***execution-only*** providers, fund supermarkets, and providers of other investment products that have passed our due diligence requirements and have agreed an application process with us. A list of our ***panel*** investment providers can be seen on our website (www.barnett-waddingham.co.uk/flexiblesipp). It is subject to change from time to time.

Pension commencement lump sum (PCLS)

A lump sum benefit of up to 25% of the value of your ***Barnett Waddingham Flexible SIPP***, which is currently tax- free and often referred to as 'tax-free cash'. A ***PCLS*** is only available when entitlement to a ***drawdown pension*** or the purchase of an ***annuity***, in connection with which the ***PCLS*** is being paid, arises.

The amount of the ***PCLS*** is tested against your ***LTA***. The percentage that you can take may be lower than 25% if there is insufficient ***LTA***, and may be different to 25% if you are entitled to a protected lump sum amount.

Pension input period (PIP)

The period over which the amount of pension saving is measured, and which is used to calculate whether the ***AA*** (including the ***money purchase AA***) is exceeded. With effect from 9 July 2015, the ***PIP*** must be aligned with the tax year, and individuals can no longer choose an alternative ***PIP***.

Pension review date

The date that the funds in your ***Barnett Waddingham Flexible SIPP*** are valued for the purpose of calculating the ***maximum income limit***. This is done every three years up to age 75, and annually thereafter, in line with ***GAD*** rates (although annual reviews can be requested before age 75).

Pension sharing

The provision of a percentage share of a pension scheme ***member's*** pension benefits to an ex-spouse or civil partner on divorce, or dissolution of a civil partnership.

Pension Wise

A free and impartial Government service introduced in April 2015 to give guidance to people aged 50 and above to help them understand their pension choices. ***Pension Wise*** can be accessed online at www.pensionwise.gov.uk, over the telephone from ***The Pensions Advisory Service*** (***TPAS***) on 0300 123 1047, or face-to-face through the ***Citizens Advice***.

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Pensions Ombudsman

An independent organisation who resolves disputes and determines complaints by pension scheme ***members*** and ***beneficiaries*** against scheme trustees, managers, administrators and employers about the way a pension scheme is run.

The ***Pensions Ombudsman's*** contact details are:

The Pensions Ombudsman
10 South Colonnade
Canary Wharf
London
E14 4PU

www.pensions-ombudsman.org.uk

enquiries@pensions-ombudsman.org.uk

0800 917 4487

Personal pension scheme

A ***personal pension scheme*** which provides for an individual plan or policy for the participant and to which the individual and/or his employer can contribute. Benefits are based on the amount contributed and investment return achieved.

Primary protection

A means of protecting pension rights built up before ***6 April 2006*** from the ***LTA*** charge when benefits are taken on or after ***6 April 2006*** for people who notified ***HMRC*** by 5 April 2009. Individuals with ***primary protection*** can continue to contribute to ***registered pension schemes*** from ***6 April 2006*** and have a personal ***LTA***, which is greater than the standard ***LTA***.

Protected rights

Protected rights were abolished on 5 April 2012, and were previously the fund built up by contracting-out of the additional ***state pension*** on a money purchase basis.

Q

Qualifying recognised overseas pension scheme (QROPS)

An overseas pension scheme that satisfies certain ***HMRC*** requirements so that it can accept transfers from UK ***registered pension schemes***.

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R

Recognised overseas pension scheme (ROPS)

An overseas pension scheme established in a country or territory mentioned in regulation 3(2) of the Pension Schemes (Categories of Country and Requirements for Recognised Overseas Schemes) Regulations 2006, or which satisfies other prescribed requirements.

Registered pension scheme

A pension scheme that has been registered with ***HMRC*** under Chapter 2 of Part 4 of the Finance Act 2004, in order to qualify for certain ***tax reliefs***.

Relevant UK earnings

Relevant UK earnings are:

a. employment income such as salary, wages, bonus, overtime, commission chargeable to tax under section 7(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA);

b. income immediately derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership) chargeable under Part 2 Income Tax (Trading and Other Income) Act 2005 (ITTOIA) (trading income);

c. patent income within the meaning of section 579 ITTOIA, or amounts on which tax is payable under section 587 or 593 ITTOIA, or amounts on which tax is payable under section 472(5) of the Capital Allowances Act 2001 or paragraph 100 of Schedule 3 to that Act, in each case where the recipient alone or jointly devised the invention for which the patent in question was granted;

d. income which is chargeable under Part 3 of ITTOIA and is immediately derived from the carrying on of a UK or an EEA furnished holiday lettings business (whether individually or as a partner acting personally in a partnership); and

e. general earnings from an overseas Crown employment which are subject to tax in accordance with section 28 of ITEPA.

Relevant UK earnings are to be treated as not being chargeable to income tax if by virtue of section 2(1) Taxation (International and Other Provisions) Act 2010 (double taxation arrangements), they are not taxable in the United Kingdom. To the extent that they are not chargeable in this way, they will also not count towards the annual limit for relief.

Relevant UK individual

An individual is a ***relevant UK individual*** for a tax year if he/she:

a. has ***relevant UK earnings*** chargeable to income tax for that tax year; or

b. is resident in the United Kingdom at some time during that tax year; or

c. was resident in the UK at some time during the five tax years immediately before the tax year in question and was also resident in the UK when he/she joined the pension scheme; or

d. has for that tax year general earnings from overseas Crown employment subject to UK tax as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA); or

e. is the spouse or civil partner of an individual who has for the tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of ITEPA).

For an individual within b. to e. above, who does not have ***relevant UK earnings***, the maximum ***member*** contribution is the basic amount (£3,600 (gross) for the 2018/19 tax year and from then on until the Government notifies otherwise).

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Residential property

HMRC rules provide that ***residential property*** can be in the UK or elsewhere, and is:

- a building or structure that is used or suitable for use as a dwelling;
- any related land that is wholly or partly the garden for the building or structure;
- any related land that is wholly or partly grounds for the ***residential property*** and which is used or intended for use for a purpose connected with the enjoyment of the building;
- any building or structure on any such related land;
- in limited situations a hotel, or similar accommodation, will be counted as ***taxable property*** though this will only be where it provides accommodation rights such as timeshare; or
- a beach hut.

Your ***Barnett Waddingham Flexible SIPP*** cannot hold ***residential property*** as an investment, unless it is classified by ***HMRC*** as a type of ***residential property*** which is not to be treated as such.

Retirement age

The age you choose to take your ***retirement benefits*** which cannot be earlier than the ***minimum pension age*** (unless you have a right to a protected early retirement pension age).

Retirement benefits

The benefits that can be taken from your ***Barnett Waddingham Flexible SIPP*** or other ***registered pension schemes***, namely a ***PCLS***, ***drawdown pension***, an ***UFPLS*** or the purchase of an ***annuity*** or a ***short-term annuity***.

S

Salary sacrifice (or salary exchange)

An arrangement between an employer and an employee where the employee waives part of his/her salary in exchange for a corresponding employer contribution to a pension scheme.

Scheme

The Barnett Waddingham Self Invested Personal Pension is a ***registered pension scheme*** and is established and governed by a ***trust deed and rules***.

Self-invested personal pension scheme (SIPP)

A ***personal pension scheme*** which allows the individual to have more control over the manner in which the assets are invested. ***SIPPs*** permit a wide range of investments and offer flexible retirement options.

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Serious ill-health

If we receive evidence from a registered medical practitioner confirming that you are expected to live for less than a year, and you have not exceeded the ***LTA***, you can exchange your ***Barnett Waddingham Flexible SIPP*** funds for a ***serious ill-health*** lump sum. This is not usually available from funds used for ***drawdown pension***.

Short-term annuity

A temporary ***annuity*** that runs for up to five years, and allows you to draw an income and to defer buying an ***annuity***.

Small self-administered scheme (SSAS)

A particular type of trust-based ***occupational pension scheme*** that is often used by business owners as a means of saving for retirement, whilst retaining control over the use and investment of pension scheme monies. Generally, all ***SSAS members*** are trustees.

State pension

The basic ***state pension*** and the additional ***state pension***. From 6 April 2016, the government introduced a new single tier flat-rate ***state pension*** for those individuals reaching their ***state pension age***, on or after that date, and which is £164.35 per week for the 2018/19 tax year. The basic ***state pension***, which preceded the new ***state pension***, is £125.95 per week for the 2018/19 tax year.

State pension age

The earliest age when the ***state pension*** can be taken.

Statutory drawdown pension illustration

Annual illustration issued to ***personal pension scheme members*** who are taking ***drawdown pension***, giving forecasts of the effects of drawing certain levels of pension over various periods, allowing for certain levels of growth of the ***member's*** fund in those periods. It also provides a forecast of the level of ***annuity*** that might be bought.

Statutory money purchase illustration (SMPI)

Annual illustration issued to ***personal pension scheme members*** giving forecasts of benefits at the date of issue, and at retirement, of their ***uncrystallised*** funds.

Successor

A person nominated by a ***beneficiary*** (or, where applicable, the ***operator***) to receive benefits from the ***beneficiary's Barnett Waddingham Flexible SIPP*** on the ***beneficiary's*** death. The ***operator*** can only consider a ***beneficiary's successors*** to receive pension income, and can only nominate a ***successor*** in the absence of any ***successors*** or charities that were nominated by the ***beneficiary***.

Successor's flexi-access drawdown fund

A ***flexi-access drawdown fund*** established on the death of a ***beneficiary***, who dies leaving unused funds in a ***dependant's flexi-access drawdown fund*** or a ***nominee's flexi-access drawdown fund***, to enable the payment of pension income to a ***successor*** nominated by the ***beneficiary*** before his/her death (or, where applicable, by the ***operator***).

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Syndicated property

An investment by your ***Barnett Waddingham Flexible SIPP*** in a share of a commercial property, which is owned and managed through a syndicate property manager. Typically, this is via an investment fund, and not a direct ownership of the property itself. This is not the same as a ***joint property purchase***.

T

Tangible moveable property (TMP)

Things that can be touched and moved. This includes, but is not limited to, assets such as art, antiques, jewellery, fine wine, classic cars and yachts.

Tax relief

In most cases, personal or third-party (but not employer) contributions to your ***Barnett Waddingham Flexible SIPP*** will receive ***tax relief***. We currently reclaim £20 from ***HMRC*** for each £80 (net) that you contribute to your ***Barnett Waddingham Flexible SIPP***. This is added to your ***Barnett Waddingham Flexible SIPP*** funds. Additional income ***tax relief*** may also be available if you are a higher or additional rate tax payer, and corporation ***tax relief*** for employers making contributions. Higher or additional rate tax payers may claim additional ***tax relief*** through a self-assessment tax return, or directly from ***HMRC*** themselves.

Taxable property

Property held by a ***SIPP*** that is subject to tax charges by ***HMRC*** – in particular, ***residential property*** and most ***tangible moveable property***.

The Pensions Advisory Service (TPAS)

An independent, non-profit organisation that provides free information and guidance on all types of pension schemes.

TPAS' contact details are:

The Pensions Advisory Service
11 Belgrave Road
London
SW1V 1RB

www.pensionsadvisoryservice.org.uk

enquiries@pensionsadvisoryservice.org.uk

0300 123 1047

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The Pensions Regulator (TPR)

The UK regulator of work-based pension schemes. ***TPR's*** principal aim is to prevent problems developing, and its statutory objectives include promoting and improving the understanding of the good administration of work-based pensions to protect ***member*** benefits.

TPR's contact details are:

The Pensions Regulator
Napier House
Trafalgar Place Brighton
BN1 4DW

www.tpr.gov.uk

Threshold income

An annual monetary amount that determines whether an individual will be subject or not to a tapering of their ***AA*** for a particular tax year. Broadly, the amount is calculated by subtracting an individual's gross pension contributions from their net income earned during a tax year. (See also ***adjusted income***.)

Transfer in

A transfer of the value of pension benefits from another pension ***scheme*** to your ***Barnett Waddingham Flexible SIPP***, either in cash, or ***in specie***.

Transfer out

A transfer of part or the whole of your ***Barnett Waddingham Flexible SIPP*** funds to another ***registered pension scheme*** or to a ***QROPS***, either in cash, or ***in specie***.

Trust deed and rules

The legal document which establishes the ***scheme*** and sets out how it is governed.

Trustee

BW SIPP Trustees Limited (company number 03011174), is a non-trading company set up to act as a bare trustee of the ***scheme*** and is referred to in the ***trust deed and rules*** as the 'asset trustee'. Its sole purpose is to hold the ***scheme*** assets for the benefit of the ***scheme members***. The ***trustee*** is not responsible for the day-to-day running of the ***scheme*** and as such is not regulated under the Financial Services and Markets Act 2000.

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U

Unauthorised payment

A payment that is not authorised by ***HMRC***, made to or in respect of a ***member***, or to or in respect of an employer, by a pension ***scheme***. ***Unauthorised payments*** are subject to tax charges and are not permitted by the ***scheme***.

Uncrystallised

Pension funds which have not yet been ***crystallised*** - i.e. no ***retirement benefits*** have been taken, (other than an ***uncrystallised funds pension lump sum***, which is paid from ***uncrystallised*** funds).

Uncrystallised funds pension lump sum (UFPLS)

A lump sum payment or payments of some or all of the funds in your ***Barnett Waddingham Flexible SIPP***, which is paid from ***uncrystallised*** funds that are not designated for ***drawdown pension***. Usually 25% of the lump sum will be tax-free, with the remainder taxable as pension income at your marginal rate.

You must have sufficient ***LTA*** available in excess of the ***UFPLS***, and its payment will trigger the ***money purchase AA***.

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If you would like to discuss anything relating to the Barnett Waddingham Self Invested Personal Pension please contact us as follows:

0344 443 0100

sipp@barnett-waddingham.co.uk

www.bwsipp.co.uk

April 2018 | 4733542
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Barnett Waddingham LLP is a body corporate with members to whom we refer as "partners". A list of members can be inspected at the registered office. Barnett Waddingham LLP (OC307678), BW SIPP LLP (OC322417), Barnett Waddingham Investments LLP (OC323081), and Barnett Waddingham Actuaries and Consultants Limited (06498431) are registered in England and Wales with their registered office at 2 London Wall Place, London, EC2Y 5AU.

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority and is licensed by the Institute and Faculty of Actuaries for a range of investment business activities. Barnett Waddingham Investments LLP and BW SIPP LLP are authorised and regulated by the Financial Conduct Authority. Barnett Waddingham Actuaries and Consultants Limited is licensed by the Institute and Faculty of Actuaries in respect of a range of investment business activities.

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FlexibleSIPP

Barnett Waddingham Flexible SIPP

Schedule of Fees

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Important - please read

This document sets out our fees for establishing and administering your Barnett Waddingham Flexible SIPP. This document is legally binding between BW SIPP LLP and you, and should be read in conjunction with the Barnett Waddingham Flexible SIPP Application and the Key Features Illustration, the Key Features Document, the Terms and Conditions, the Glossary and the Trust Deed and Rules.

Establishment and annual fee

Type	Fee	When?
Establishment fee for an online application where advised by a financial adviser	£100	Immediately
Establishment fee for a paper application where advised by a financial adviser	£300	Immediately
Establishment fee for a paper application where not advised by a financial adviser	£400	Immediately
Annual administration	£250	Immediately and on each subsequent anniversary date - see note 2

Contributions and transfers in/out

Type	Fee	When?
Cash contributions	£0	n/a
Cash transfers in	£0	n/a
Cash transfers out	£200	Before completion
All others (including in specie contributions and transfers, and transfer to a QROPS (Qualifying Recognised Overseas Pension Scheme))	Time cost	In specie contributions and transfers in: on completion. Transfers out: before completion

Drawdown pension benefits

Type	Fee	When?
Drawdown pension benefits		
New or further flexi-access drawdown pension set up	£200	On completion
Flexi-access drawdown pension payments (regular monthly or quarterly intervals)	£120	On your next anniversary date
Flexi-access drawdown pension payments (annual or ad hoc payments)	£75	On completion
Further capped drawdown pension set up	£200	On completion
Further capped drawdown pension review	£160	On completion
Capped drawdown pension payments (regular monthly or quarterly intervals)	£120	On your next anniversary date

Drawdown pension benefits (continued)

Type	Fee	When?
Drawdown pension benefits		
Capped drawdown pension payments (annual or ad hoc payments)	£75	On your next anniversary date
Conversion of capped drawdown pension to flexi-access drawdown pension	£25	On completion
Uncrystallised funds pension lump sum		
Uncrystallised funds pension lump sum	£200	On completion
Annuity purchase		
Annuity purchase	From £210	Before completion
Lifetime allowance		
Compulsory lifetime allowance test at age 75	Time cost	On completion
Lifetime allowance charge payment	£77	On completion

Additional administration costs for investments other than one panel investment provider

Type	Fee	When?
Additional administration fee	£400	Annually - see note 3
Additional valuation of non-panel assets during the year	Time cost	On completion

Investment providers (excludes non-standard investments)

Type	Fee	When?
Set up of account	£0	n/a
Cash transfers to/from panel investment provider	£0	n/a
Cash transfers to/from non-panel investment provider (fee not applicable to ongoing regular payments)	£25	On completion

Bank deposit accounts

Type	Fee	When?
Deposit account set up (includes initial funds transfer)	£260	On completion
Deposit account annual administration	£75	On your next anniversary date
Cash transfers to/from deposit account (fee not applicable to ongoing regular payments)	£25	On completion

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Non-standard investments

Type	Fee	When?
Unquoted shares sale	From £800	On completion
Unquoted shares annual review	From £250	On completion
UCIS – Unregulated Collective Investment Scheme purchase	From £600	On completion
Gold bullion portfolio set up	£200	On completion
Loan to SIPP	From £375	On completion
Loan annual administration	From £220	On your next anniversary date

Syndicated property

This is not the same as a joint property purchase

Type	Fee	When?
Purchase/sale of syndicated property share	£260	On completion
Ongoing annual administration	£90	On your next anniversary date

Property

Type	Fee	When?
Property purchase	From £670	On completion
Property sale	From £360	On completion
Mortgage set up or rearrangement	From £305	On completion
Annual fee per property	£180	On your next anniversary date
Annual mortgage fee	£140	On your next anniversary date
Annual rental invoice fee per tenant	£105	On your next anniversary date
Rent review	£100	On completion
VAT registration	£305	On completion
VAT annual fee for quarterly returns	£295	On your next anniversary date
Additional property related work (e.g. leases, extra VAT work, appointment of professionals, mortgage redemptions, property development)	Time cost	On your next anniversary date

Other fees

Type	Fee	When?
Distribution of death benefits	Time cost	Before completion
Consultancy and any other work not covered in this schedule	Time cost	On your next anniversary date

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Notes

1. VAT
   All of our fees are subject to VAT and the amounts shown above are exclusive of VAT.

2. Annual administration fee
   This is our fee for the back office administration of your Barnett Waddingham Flexible SIPP. It includes fulfilling all regulatory and legislative requirements together with other record keeping, and issuing an annual statement to you. It also covers the processing of personal and company contributions (except in specie contributions).

3. Additional administration fee
   If you hold investments with more than one panel investment provider and/or any non-panel investments for any part of a year, we will charge the full annual additional administration fee to your Barnett Waddingham Flexible SIPP.

   This means that if you invest in the broader investment range near your anniversary date, you will be charged two additional administration fees close together. For example: you establish your Barnett Waddingham Flexible SIPP with one panel investment provider on 1 July 2021. On 20 June 2022 you invest in the broader investment range. You will be charged the £400 additional administration fee on 20 June 2022 and again on 1 July 2022 for the following year.

4. Other third party fees
   Fees shown within this schedule refer only to charges made by BW SIPP LLP.

   Investment providers may charge their own fees on top of these. Some types of investments will incur associated costs from professionals such as solicitors in respect of property investments. You should fully consider all fees applicable before investing.

5. From and time cost fees
   We reserve the right to charge for additional services on a time cost basis relevant to the expertise and seniority of our staff involved. This includes, but is not limited to, attendance at meetings and consultancy.

   Fees which are not fixed are charged on a time cost basis at an hourly rate which depends on the level of expertise provided. In some cases we are happy to agree an estimated total cost with you before we start the work, and if this amount is reached before the work is complete you will be notified and a new limit agreed. The hourly rates are £100 for an Administrator, £160 for a Client Manager, Senior Property Administrator or Property Specialist, £215 for a Service Support Manager or Technical Specialist and £250 for a Partner, Principal or Associate. (All rates are subject to VAT in addition.)

6. Increases to our fees
   We normally review our fees on 1 June each year. We will give you not less than 30 days' notice of any increases to our fees or the method used to collect them.

7. Interest, income and commission from banks
   BW SIPP LLP receives income from our chosen bank. Some other banks also pay us commission for certain types of deposit accounts.

   Our chosen bank may pay interest to you, which if it does will be currently tax-free, on any cash that you hold in the client money account. We may also receive interest on the total cash deposits held in the client accounts.

   Full details of the interest, income and commission received are available from us on request and on our website: www.barnett-waddingham.co.uk/flexiblesipp.

8. Additional costs
   In the event of a levy being made on the operator under the Financial Services Compensation Scheme (FSCS) or any other levy or taxation being imposed, we reserve the right to recover from your Barnett Waddingham Flexible SIPP an amount which represents a proportion of such levy or taxation. We will usually give you a minimum of 30 days' notice any such charge that is due from your Barnett Waddingham Flexible SIPP.

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If you would like to discuss anything relating to the Barnett Waddingham Flexible SIPP please contact us as follows:

0344 443 0100

flexiblesipp@barnett-waddingham.co.uk

www.barnett-waddingham.co.uk/flexiblesipp

April 2021

Barnett Waddingham LLP is a body corporate with members to whom we refer as "partners". A list of members can be inspected at the registered office. Barnett Waddingham LLP (OC307678), BW SIPP LLP (OC322417), and Barnett Waddingham Actuaries and Consultants Limited (06498431) are registered in England and Wales with their registered office at 2 London Wall Place, London, EC2Y 5AU.

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority. BW SIPP LLP is authorised and regulated by the Financial Conduct Authority.

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Deed of Amendment

Effective from 16 August 2016

DATED 16 August 2016.

BW SIPP LLP

and

BW SIPP TRUSTEES LIMITED

DEED OF AMENDMENT

relating to the Barnett Waddingham
Self Invested Personal Pension

N A B A R R O

125 London Wall
London EC2Y 5AL

Tel: +44 (0)20 7524 6000

DEED OF AMENDMENT

DATE 16 August 2016 -

PARTIES

(1) BW SIPP LLP (incorporated and registered in England and Wales under company registration number OC322417), the registered office of which is at Barnett Waddingham, Cheapside House, 138 Cheapside, London EC2V 6BW (the **"Operator"**); and

(2) BW SIPP TRUSTEES LIMITED (incorporated and registered in England and Wales under company registration number 03011174), the registered office of which is at St. James's House, St. James's Square, Cheltenham GL50 3PR (the **"Asset Trustees"**).

RECITALS

(A) This deed is supplemental to the rules adopted by deed dated and effective from 22 October 2013 (the **"Current Rules"**) that currently govern the Barnett Waddingham Self Invested Personal Pension (the **"Scheme"**).

(B) The Operator is the current operator and administrator of the Scheme and the Asset Trustee is the current trustee of the Scheme.

(C) Rule 3 of the Current Rules provides that the Operator may at any time by deed alter, add to or delete all or any of the Current Rules, with immediate future or retrospective effect and subject to the notification provisions in that rule.

(D) The Operator wishes to amend the Current Rules with the amendments set out in this deed.

(E) The Asset Trustee by executing this deed acknowledges its acceptance of the amendments to the Current Rules.

IT IS AGREED AS FOLLOWS:

1. Subject to **clauses** 20 to 24 below, the Operator with effect from 6 April 2015 (the **"Amendment Date"**), amends the Current Rules as set out in **clauses** 2 to 19 below.

2. "Drawdown" in Rule 1.2 is to have the following inserted:

   "(iii) in the case of a ***nominee***, ***nominees drawdown pension*** or

   (iv) in the case of a ***successor***, ***successors drawdown pension***."

3. In Rule 1.2 the definition "Flexible Drawdown means Drawdown to which the limit in Pension rule 5 or Pension death benefit rule 4 (as appropriate) does not apply" is deleted.

4. In the definition of "Individual Fund" in Rule 1.2 delete the words "Member or Dependant" and replace them with the words "Member, Dependant, ***nominee*** or ***successor***" before "means that part...".

5. In the definition of "Individual Fund" in Rule 1.2 (ii) insert the words ",***nominee*** or ***successor***" after "Dependant" and before "only".

6. In Rules 4.3 and 4.4 insert the words " or ***nominee*** or ***successor***" after the words "Member or Dependant"

7. In Rules 5.2 and 5.3 insert the words " or ***nominee*** or ***successor***" after the words "relevant Member or Dependant,".

8. In Rule 7.3 insert the words " or ***nominee*** or ***successor***" after the words "relevant Member or Dependant,"

9. In Rule 8.11 delete the words "Member and Dependant" and replace with "Member, Dependant, ***nominee*** and ***successor***". In addition replace the reference to "Rule 8.5" with "Rule 8.7".

10. In Rule 11.4 (c) insert the words "or ***nominee*** or ***successor***" after the words "relevant Member or Dependant".

11. Rule 14.2 is deleted and replaced with the following:

    "14.2 Any contribution by or in respect of a Member which could cause loss of Protection for that Member shall not form part of the Fund or in any other way become held for the purposes of the Scheme but shall instead by held by the Operator on trust for the relevant contributor absolutely, unless before the making of that contribution the Operator and the Member have agreed explicitly in writing that this Rule 14.2 shall not apply."

12. Rule 16 (a) is to have the words " or ***uncrystallised funds pension lump sum***" inserted after "***pension commencement lump sum***".

13. Rule 17.1, delete the word "following" and insert the words "ways permitted by the Act" after the words "in such one or more of the ..."

14. Rule 17.1(a), insert the words ", ***nominees*** or ***successors***" after Dependants.

15. Rule 17.2 is deleted and replaced with the following:

    "17.2 On the death of a Dependant for whom Drawdown was being provided in accordance with Rule 18, the Trustees shall subject to Rule 17.6 apply the Dependant's Individual Fund in such one or more of the ways as permitted by the Act and as the Operator in its absolute discretion may determine, including:

    (a) designation as available for the payment of Drawdown for one or more other Dependants or ***successors*** of the Member in accordance with Rule 18;

    (b) payment of one or more ***lump sum death benefits*** in accordance with Rule 19;

    (c) reallocation in accordance with Rule 20;

(d) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.2, allocation to the General Fund."

16. Rule 17.3 and 17.4 are accordingly renumbered 17.5 and 17.6 as a result of inserting the following :

"17.3 On the death of a ***nominee*** for whom Drawdown was being provided in accordance with Rule 18, the Trustees shall subject to Rule 17.6 apply the ***nominee's*** Individual Fund in such one or more of the ways permitted by the Act and as the Operator in its absolute discretion may determine, including:

(a) designation as available for the payment of Drawdown for one or more other Dependants , ***nominees*** or ***successors*** in accordance with Rule 18;

(b) reallocation in accordance with Rule 20;

(d) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.2, allocation to the General Fund."

"17.4 On the death of a ***successor*** for whom Drawdown was being provided in accordance with Rule 18, the Trustees shall subject to Rule 17.6 apply the ***successor's*** Individual Fund in such one or more of the ways permitted by the Act and as the Operator in its absolute discretion may determine, including:

(a) designation as available for the payment of Drawdown for one or more other ***successors*** of the Member in accordance with Rule 18;

(b) payment of one or more ***lump sum death benefits*** in accordance with Rule 19;

(c) reallocation in accordance with Rule 20;

(d) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.2, allocation to the General Fund."

17. In new Rule 17.5 (a) insert the words ", ***nominees*** or ***successors***" after Dependants.

18. In Rule 18.2 delete the word "Flexible".

19. In Rule 19.2 insert the words:

"For the avoidance of doubt, this includes the payment of a ***charity lump sum death benefit***"

at the end of the last sentence.

20. In Rule 21 whenever "Member or Dependant" is written, delete and replace those words with "Beneficiary".

21. Unless required by legislation, the amendments made by this deed will apply only to those who are Members as at the Amendment Date, or other date on which the amendment is stated to have effect, or those who become Members after the date on which the amendment has effect.

22. Each amendment made by this deed will take effect as a separate amendment and will take effect separately in relation to each person to whom it applies. If any amendment made by this

deed is ineffective (in whole or in part), the amendments made by this deed will have effect in all other respects unless the Operator decides otherwise. If any amendment is declared void because of its effective date, then it will have effect from the earliest date at which the amendment would not have been voidable.

23. Nothing in this deed will operate to invalidate any action taken, or the exercise of any discretion or power, before the Amendment Date, or other date on which the amendment is stated to have effect.

24. The parties may execute this deed in any number of counterparts, each of which when executed and delivered will be an original but all of which when taken together will constitute one deed.

This document has been executed as a deed and is delivered on the date stated at the beginning of it.

Executed as a deed by BW SIPP LLP acting by two members:)

SIGNATURES HAVE BEEN WITHHELD

Member

SIGNATURES HAVE BEEN WITHHELD

Executed as a deed by BW SIPP TRUSTEES LIMITED acting by two directors:)

SIGNATURES HAVE BEEN WITHHELD

.....

Director

SIGNATURES HAVE BEEN WITHHELD

BARNETT WADDINGHAM
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Trust Deed and Rules

Effective from 22 October 2013

Dated 22nd October 2013

BW SIPP LLP

BW SIPP TRUSTEES LIMITED

DEED
relating to the BARNETT
WADDINGHAM SELF INVESTED
PERSONAL PENSION

ADDLESHAW GODDARD

Contents

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3	Third party rights	2
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5	Governing law	2

The Schedule

This Deed is made on 22nd October 2013

Between

(1) **BW SIPP LLP** (No. OC322417) whose registered office is at Barnett Waddingham Cheapside House, 138 Cheapside, London EC2V 6BW (**Operator**); and

(2) **BW SIPP Trustees Limited** (No. 03011174) whose registered office is at Saint James's House, Saint James's Square, Cheltenham GL50 3PR (**Asset Trustee**).

Whereas

(A) This deed is supplemental to the rules adopted by deed effective from 6 April 2011 (**Current Rules**) that currently govern the Barnett Waddingham Self Invested Personal Pension (**Scheme**).

(B) The Operator is the current operator and administrator of the Scheme and the Asset Trustee is the current trustee of the Scheme.

(C) Rule 3 of the Current Rules provides that the Operator may at any time by deed alter, add to or delete all or any of the Current Rules, with immediate future or retrospective effect and subject to the notification requirements in that rule.

(D) The Operator wishes to replace the Current Rules with the rules in the schedule attached to this deed (**New Rules**).

(E) The Asset Trustee wishes to execute this deed to acknowledge its acceptance of the replacement of the Current Rules and to confirm that it will hold the assets of the Scheme as bare trustee, in accordance with the New Rules.

It is agreed

1 Replacement of the Current Rules

1.1 In accordance with Rule 3 of the Current Rules and all other powers enabling it, and subject to the conditions in clause 1.2 below, the Operator hereby deletes the Current Rules in their entirety and replaces them with the New Rules with effect on and from date the date of this deed.

1.2 The conditions in this clause are that:

(a) this deed shall not operate to render invalid any act done in relation to the Scheme prior to the date of this deed where such act was valid prior to the date of this deed;

(b) this deed shall not operate to render any act or failure to act on the part of the Operator or Asset Trustee prior to the date of this deed a breach of trust or duty where such act or failure to act did not constitute a breach of trust immediately prior to the date of this deed;

(c) save to the extent (if any) expressly provided in this deed, the amendments effected by this deed shall not have the effect of requiring the Operator to review or alter any decisions which it made before the date of this deed regarding allocation of the Scheme assets; and

(d) where a member or other beneficiary of the Scheme died before the date of this deed, any death benefit shall be provided in accordance with the Current Rules except if and to the extent that the Operator determines otherwise.

2 Severability

If the operation of the amendments made by this deed would but for the operation of this clause be invalid for any reason then the amendments made by this deed shall be restricted but only in so far as is necessary to ensure their validity and not further or otherwise and shall in all other respects operate as set out in this deed

3 Third party rights

The parties to this deed do not intend that any terms of this deed should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed, except any future trustee or operator of the Scheme enforcing a term of this deed in his position as a trustee or operator of the Scheme. The application of the aforesaid Act to this deed is hereby expressly excluded.

4 Counterparts

This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original one and all the counterparts together shall constitute one and the same deed.

5 Governing law

This deed shall in all respects be governed by and interpreted according to the laws of England.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this deed.

		SIGNATURES HAVE BEEN WITHHELD
Executed as a deed by	)	
BW SIPP LLP	)	Member
acting by member	)	
	)	SIGNATURES HAVE BEEN WITHHELD
and , member	)	
	)	Member

		SIGNATURES HAVE BEEN WITHHELD
Executed as a deed by	)	
BW SIPP Trustees Limited	)	
acting by two directors	)	
	)	SIGNATURES HAVE BEEN WITHHELD
	)	
	)	Director

The Schedule

New Rules

Part 1 – Scheme Structure and Operation

1 Interpretation

1.1 In these rules:

(a) "Act" means Part 4 of the Finance Act 2004 and the schedules relating to that Part;

(b) terms which appear in bold italics shall have the particular meaning given to them for the purposes of the Act;

(c) references to all or part of a section or schedule shall be taken as references to the relevant provision of the Act;

(d) reference to any enactment or regulations shall include reference to any statutory amendment or re-enactment for the time being in force and where appropriate any subsequent related regulations or other legislation;

(e) indices and headings are included for convenience only and shall not affect the interpretation of the Rules;

(f) (unless the context requires otherwise) references to the singular shall include the plural and vice versa and references to any gender shall include any other gender; and

(g) if and to the extent that any power or provision of the Rules would otherwise prevent the Asset Trustee from being considered a Bare Trustee, that power or provision shall be construed so far as possible in a way that maintains the Asset Trustee's status as a Bare Trustee.

1.2 In these rules and unless the context requires otherwise:

"Adopting Deed" means the deed by which these Rules are adopted.

"Appropriate Scheme" has the meaning given in the Pension Schemes Act 1993.

"Asset Trustee" shall mean the person named as Asset Trustee in the Adopting Deed and any successor for the time being appointed in accordance with Rule 4.1.

"Bare Trustee" means acting as the person who holds the Scheme's assets but who does not act as the Operator or as the scheme administrator for the purposes of the Act.

"Beneficiary" means a Member or any person having a Benefit.

"Benefit" means an actual or prospective entitlement to any benefit under the Scheme (including any part of a ***pension*** and any payment by way of ***pension***).

"Dependant" in relation to a Member has the meaning it has in the Act and includes a person who was married to the Member when the Member first became entitled to a pension under the Scheme but excludes any person of whose existence the Operator is unaware having made reasonable enquiries.

"Drawdown" means:

(i) in the case of a Member, ***drawdown pension***; and

(ii) in the case of a Dependant, ***dependants' drawdown pension***.

"Drawdown Fund" means any part of an Individual Fund which is designated as available for the payment of Drawdown in accordance with Rule 18 or which in the opinion of the Operator should be so designated to reflect:

(i) any regulations made under section 283(2), or any treatment as so designated under or any provision of the Act; or

(ii) any designation existing immediately before the Rules took effect

and which in any case has not subsequently been applied towards the provision of any other benefit in accordance with the Rules.

"Enhanced Protection" means, in relation to an individual, the application of paragraph 12 of Schedule 36 in his case.

"Fixed Protection" means, in relation to an individual, the application of paragraph 14 of Schedule 18 to the Finance Act 2011 in his case.

"Fixed Protection 2014" means, in relation to an individual, the application of paragraph 1 of Schedule 22 to the Finance Act 2013 in his case.

"Flexible Drawdown" means Drawdown to which the limit in ***Pension rule 5*** or ***Pension death benefit rule 4*** (as appropriate) does not apply.

"Fund" means all contributions, gifts and transfer payments received by the Scheme and any other monies, investments, policies, property or other sums or assets for the time being held for the purposes of the Scheme.

"General Fund" means any part of the Fund which is not an Individual Fund.

"HMRC" means the Commissioners or officers of Revenue and Customs or both of them, as the context may require.

"Individual Fund" in relation to a Member or Dependant means that part of the Fund which the Operator determines is attributable to him having regard to:

(i) (in the case of a Member only) any contributions made by him and by any other person in respect of him;

(ii) (in the case of a Dependant only) any part of an Individual Fund of a Member designated as available for the payment of Drawdown for that Dependant in accordance with the Rules following the death of that Member;

(iii) any transfers made to the Scheme in respect of him;

(iv) any allocation or reallocation of any part of the Fund in accordance with the Rules;

(v) any ***pension credit*** or ***pension debit*** applicable to him;

(vi) any income, gains or losses (whether realised or not), fees, costs and expenses borne by the Fund and any actual or prospective liabilities of the

Operator or Asset Trustee (other than liabilities to pay Benefits) attributable to the Fund.

If, immediately before the Rules took effect, more than one ***arrangement*** existed under the Scheme in relation to an individual, then a separate Individual Fund shall be determined for each such ***arrangement***.

"Member" means a person admitted as a Member in accordance with Rule 13 or by virtue of a transfer in accordance with Rule 9 or in accordance with any corresponding provisions previously governing the Scheme and who has not ceased to be a Member.

"Membership" has a corresponding meaning.

"Operator" shall mean the person named as Operator in the Adopting Deed and any successor for the time being appointed in accordance with Rule 4.1.

"Partner" in relation to an individual means any person who is (or was immediately before the individual's death) his spouse (including a same sex spouse under the Marriage (Same Sex Couples) Act 2013) or civil partner (within the meaning of section 1 of the Civil Partnership Act 2004).

"Protected Rights" has the meaning given in the Pension Schemes Act 1993.

"Protection" means any of:

(i) Enhanced Protection;

(ii) Fixed Protection;

(iii) Fixed Protection 2014; or

(iv) any other form of lifetime allowance of whatever nature that is recognised by HMRC and which the Operator considers appropriate to include for this purpose.

"Regulator" means the Pensions Regulator established by the Pensions Act 2004.

"Relative" in relation to an individual means:

(i) any ancestor or descendant (however remote) of the individual or of his Partner;

(ii) any stepchild, brother or sister of the individual (whether of the whole or of the half-blood) and any descendant of any such stepchild, brother or sister;

(iii) any Partner of the individual or of any person within (i) or (ii) above;

(iv) any stepbrother or stepsister of the individual,

and for these purposes:

(i) 'descendant' includes adopted persons and those who have been treated as children of the family;

(ii) the class of Relatives shall be closed at the individual's date of death except that it shall include persons then en ventre sa mere who if they had then been born would have been Relatives.

"Rules" means these rules and any amendments or modifications to them.

"Scheme" means the scheme to which these rules apply, being the Barnett Waddingham Self Invested Personal Pension established by a deed and rules dated 30 June 1999.

"Trustees" in relation to any Individual Fund shall mean the Asset Trustee and any person for the time being appointed (in accordance with Rule 4.3 or any corresponding earlier provision) to act jointly with the Asset Trustee as a trustee of that Individual Fund, and "Trustee" shall have a corresponding meaning.

"Uncrystallised Fund" means any part of an Individual Fund which is not a Drawdown Fund and has not been applied towards the provision of any other benefit in accordance with the Rules.

2 Constitution of Scheme

2.1 The Fund shall be vested in the Asset Trustee as Bare Trustee (and in relation to any Individual Fund, any additional Trustees) upon irrevocable trusts, to be applied in accordance with the Rules.

2.2 The Scheme shall be operated and shall provide retirement benefits consistently with the requirements for a ***registered pension scheme***.

2.3 The Operator shall be the ***scheme administrator*** of the Scheme and shall be responsible for the discharge of the functions conferred or imposed on such a person by and under the Act.

2.4 The Operator may conclusively determine whether or not any person is a Beneficiary and the amount of any Benefit, and may also conclusively determine all questions and matters of doubt arising in connection with the Scheme.

2.5 No person shall have any claim, right or interest in respect of the Fund except under the Rules.

2.6 No person shall have any right to enforce any provision of the Rules by virtue of the Contracts (Rights of Third Parties) Act 1999 which he would not have apart from that Act, except for any future Asset Trustee or Operator of the Scheme enforcing a term of the Rules in that capacity.

2.7 The Rules shall in all respects be governed by and interpreted according to the laws of England. The parties submit to the exclusive jurisdiction of the courts of England.

3 Amendment of the Rules

3.1 The Operator may at any time by deed alter add to or delete all or any of the Rules, with immediate future or retrospective effect.

3.2 The Operator shall, in respect of any material change made under Rule 3.1, determine whether and in what manner the Members shall be notified of such change.

4 Operator and Trustees: Appointment and Removal

4.1 The Operator may at any time by deed agree with another person (the "Replacement Operator") that that person shall undertake the duties of the Operator under the Scheme. In that event, the Operator shall be discharged from the trusts of the Scheme and these Rules shall have effect as if the Replacement Operator were the Operator.

4.2 The Operator may at any time by deed agree with another person (the "Replacement Asset Trustee") that that person shall undertake the duties of the Asset Trustee under the Scheme. In that event, the Asset Trustee shall be discharged from the trusts of the Scheme and these Rules shall have effect as if the Replacement Asset Trustee were the Asset Trustee.

4.3 The Operator may at any time in relation to the Scheme or an Individual Fund appoint, with effect from such date or contingent upon such future event as the Operator may specify, any one or more persons (who may include the relevant Member or Dependant) to act jointly with the Asset Trustee as a Trustee of the Scheme or that Individual Fund only and the Operator may at any time remove any such Trustee.

4.4 The Operator may at any time impose conditions on the appointment or removal of a Member or Dependant as a joint Trustee of an Individual Fund. These conditions may include, but are not limited to, conditions relating to:

(a) the vesting of assets in the new or continuing Trustees;

(b) the range of investments permitted in the relevant Individual Fund; and

(c) the fees and charges payable in respect of the relevant Individual Fund.

4.5 There shall be no maximum or minimum number of Trustees of any Individual Fund.

4.6 In relation to any Individual Fund any decision of its Trustees must be unanimous.

5 Relationship of Operator, Trustees and Members and others

5.1 The Asset Trustee shall at all times exercise its powers under the Rules in accordance with (and only in accordance with) the directions of the Operator, PROVIDED ALWAYS THAT any bank or other third party dealing from time to time with the Asset Trustee in relation to the Scheme shall be entitled to assume without further evidence that any exercise of those powers is in accordance with such directions and with the provisions of the Rules generally.

5.2 In relation to any Individual Fund, the Operator shall direct the Asset Trustee to exercise its powers in Rule 7.1 in accordance with (and only in accordance with) any directions given by the relevant Member or Dependant, except where to do so would in the opinion of the Operator:

(a) lead to a breach of any other provision of the Rules, provision of a benefit not specifically permitted by the Rules or the making of a ***scheme chargeable payment***;

(b) prejudice the status of the Scheme as a ***registered pension scheme***;

(c) prevent or unduly delay recovery of any amount under Rule 8.5 or payment of Benefits or any other payment required for the proper administration of the Scheme generally; or

(d) breach any restrictions on particular investments or classes or descriptions of investment which the Operator may in its absolute discretion impose from time to time for this purpose (whether those restrictions are imposed in respect of the whole Scheme or any particular category or description of Members or Dependants).

5.3 The Member or Dependant may appoint any person acceptable to the Operator for the purposes of directions to be given by him in accordance with Rule 5.2 and shall provide to the Operator any information or assurance that it may request in connection with such appointment.

5.4 The meetings, procedures and decisions of the Asset Trustee shall be regulated by its governing documents. The Asset Trustee may, with the Operator's agreement, make such rules or adopt such procedures for the conduct of its business as it decides.

6 Powers, Duties and Discretions

6.1 Each of the Operator and, subject to Rule 5.1, the Asset Trustee is granted all the powers, rights, privileges and discretions it may require for the proper implementation of the Scheme, including the performance of all duties imposed by law. Without limitation, and in addition to those powers granted by law, this includes the power to:

(a) do anything expedient or necessary for the support and maintenance of the Scheme or for the benefit of the Beneficiaries;

(b) institute, defend, compromise and settle legal proceedings, whether brought by or against a Beneficiary or otherwise);

(c) enter into agreements and give undertakings, indemnities or guarantees which are binding on it which the Operator decides are necessary and proper for the purposes of the Scheme;

(d) opening and operating accounts with any local authority, bank, insurance company, building society or finance company in the Operator's name or under its control and upon such terms as the Operator in its absolute discretion thinks fit, in addition to any accounts operated pursuant to Rule 7.1(h); and

(e) effect such insurance for such risks and for such amounts as the Operator considers prudent, including without limitation insurance against any loss or damage caused by any act or omission of the Operator or any Trustee or any person appointed under this Rule 6.

6.2 Each of the Operator and, subject to Rule 5.1, the Asset Trustee may:

(a) delegate or authorise sub-delegation of any of its duties, powers and discretions, whether arising by virtue of these Rules or by operation of law or otherwise;

(b) grant authority to execute deeds and any other documents and give receipts or discharges for any moneys or other property

to any one or more persons including any Beneficiary (and in the case of a corporate Trustee, any director or other officer), subject to such terms as the Operator in its absolute discretion thinks fit.

6.3 The Operator may appoint and remove (or arrange for the appointment and removal of):

(a) any actuary, solicitor, accountant, auditor or other adviser;

(b) any clerical or executive officers or staff as it may consider desirable

in each case in relation to the whole or any part of the Scheme and upon such terms, as to remuneration liability and indemnity and otherwise, as the Operator thinks fit. Any officers or staff appointed under this Rule may, if he is acting in good faith, comply with the directions of the Asset Trustee or the Operator as appropriate without being obliged to ascertain that those directions comply with the Rules.

6.4 The Operator may at its absolute discretion direct the Asset Trustee to accept for the purposes of the Scheme or renounce any gifts, donations or bequests.

6.5 Subject to Rule 5.1, the Trustees of an Individual Fund appoint and remove (or arrange for the appointment and removal of):

(a) any investment manager, nominee, trustee, custodian, sub-custodian or other person concerned with the management or custody of assets;

(b) any agent in any transaction or in any act of administration;

(c) any actuary, solicitor, accountant, auditor or other adviser

in each case in relation to the whole or any part of the Individual Fund and upon such terms, as to remuneration liability and indemnity and otherwise, as they think fit.

7 Investment

7.1 Subject to Rules 5.1 and 5.2, the Trustees of an Individual Fund have full powers of investment and application including all such powers which they could exercise if they were absolutely and beneficially entitled to the Individual Fund. In particular and without prejudice to the generality of the foregoing the Trustees may invest or apply all or any part of the Individual Fund in any part of the world:

(a) in deferred or immediate annuity policies, life assurance policies, retirement, endowment or sinking fund contracts or policies each of which are effected with an ***insurance company***;

(b) in any interest in land or property (including commercial and residential property);

(c) in units, unit trusts or mutual funds or other common investment funds or securitised issues or any other form of collective investment;

(d) in the purchase of or subscription for or in underwriting, sub-underwriting or guaranteeing the subscription of any stocks, shares, debenture stocks or other investments;

(e) in entering into and engaging in any obligations or contracts or dealings including dealings in currencies, traded options, financial futures, commodities or commodity futures;

(f) in choses in action, personal chattels and any other property or right or interest of any description in any asset, in each case whether tangible or not and whether moveable or not;

(g) in the insurance of any assets of the Individual Fund against any risks and for any amounts;

(h) by opening and operating accounts with any local authority, bank, ***insurance company***, building society or finance company upon such terms as the Trustees think fit; and

(i) by participating in any scheme of any description operated or administered by an ***insurance company***,

and may:

(j) lend monies to, and borrow or raise monies from, any person for such purposes and upon such security and subject to such terms as they consider fit;

(k) sell, lend, lease, license, surrender, assign, convert, repair, alter, improve, maintain, develop, demolish, vary or transpose any assets of the Fund; and

(l) make any arrangements with an ***insurance company*** for the provision of all or any Benefits.

7.2 Subject to Rule 5.1, the Trustees of an Individual Fund may exercise any of their powers under this Rule 7:

(a) alone or jointly with the Trustees of any other Individual Fund or the trustees of any other ***pension scheme*** or with any other person on such terms as the Trustees may agree;

(b) whether or not producing interest or dividends or any other form of income;

(c) whether or not involving a wasting or depreciating asset or any interest in an asset which is reversionary or limited in any other way;

(d) whether or not involving any liability on the Trustees or the Fund; and

(e) whether or not any Trustee or any delegate, agent, adviser or other person appointed under Rule 6, or any person connected or associated with any of them, has a personal interest or interest in another fiduciary capacity.

7.3 Provided that it notifies the relevant Member or Dependant, the Operator may retain any commission or interest received by the Operator in respect of assets or investments held for the purposes of an Individual Fund.

7.4 Any provision made under the power to insure in respect of any Benefit (whether immediate or contingent) may be made by effecting an individual annuity contract or policy in the name of the Beneficiary or in the names of the Trustees of the relevant Individual Fund or (if the contract or policy was initially effected in the names of the Trustees) by assigning it to the

Beneficiary. Each contract or policy must be subject to any terms and conditions necessary to comply with the Pension Schemes Act 1993.

8 Liability, Recovery of Charges, Expenses etc.

8.1 The duty of care under section 1 of the Trustee Act 2000 shall not apply to any Trustee in relation to the Scheme.

8.2 Except as specifically required by the Rules, the Asset Trustee shall not be required to consult, or act upon the wishes of, Beneficiaries. Section 11(1) of the Trusts of Land and Appointment of Trustees Act 1996 shall not apply to the Scheme.

8.3 To the fullest extent permitted by law, neither the Operator nor the Asset Trustee shall be liable, responsible or chargeable in any manner whatsoever for any acts or omissions (whether by itself or any other person and whether negligent, maladministration or breach of duty or otherwise) not due to its own wilful neglect or wilful default.

8.4 If the inclusion of any words in Rule 8.3 would at law render ineffective the protection of the Operator or the Asset Trustee then the clause is to be read with such words omitted.

8.5 The Operator and the Asset Trustee may rely upon any advice or recommendations given by any professional adviser and will incur no personal liability in doing so.

8.6 The Operator and the Asset Trustee shall not be liable to any person for any loss or liability arising out of the de-registration of the Scheme by HMRC where it is caused directly or indirectly by any transaction, payment or action not endorsed by the Operator.

8.7 The Operator may, without the agreement of any Trustee or Beneficiary and to the extent permitted by section 256 of the Pensions Act 2004, recover out of the relevant Individual Funds any fees or charges imposed by the Operator or Asset Trustee in accordance with such terms as may be notified from time to time together with any losses, liabilities, costs, charges or expenses (including any fees, charges or expenses of persons appointed pursuant to Rule 6) or other amounts the Operator or the Asset Trustee may suffer or incur in connection with or in relation to:

(a) any investment acts or omissions in relation to the Scheme or an Individual Fund including any breach of fiduciary duty, breach of trust, decision to invest or failure to invest or to consider the exercise of any power of veto;

(b) any proceedings brought in order to comply, or procure compliance by any Trustee or Beneficiary or other person, with any obligation imposed by law or by this deed or any agreement made under it;

(c) any proceedings brought by or on behalf of a Beneficiary;

(d) any other proceedings;

(e) any liability to tax or other imposition of any kind in respect of any payment to be made to or in respect of a Beneficiary;

(f) the execution of the trusts of the Scheme generally

except to the extent that such amounts:

(g) are recoverable by the Operator under any policy of insurance and would not be recoverable but for this exception, or

(h) are suffered or incurred by the Operator or the Asset Trustee as a result of its own deliberate breach of trust committed in deliberate disregard of the proper instructions of the relevant Member or Dependant, or actual fraud

and the Operator shall pay over to the Asset Trustee or the person appointed pursuant to Rule 6 amounts so recovered or retain them for its own benefit as appropriate.

8.8 The Operator shall not be obliged to bring, pursue, defend or appeal any proceedings or decisions in relation to the Scheme, and the Asset Trustee shall not be obliged to do so, and shall not do so, unless the Operator in its absolute discretion directs otherwise.

8.9 Any Trustee or Operator engaged in any profession or business shall be entitled to be paid and retain all usual professional or proper charges and commissions for business done by him or his firm in connection with the Scheme including acts which a Trustee or Operator who is not in any profession or business could have done personally.

8.10 Subject to Rule 5.1, the Trustees of an Individual Fund may take out trustees' indemnity insurance or (in the case of a corporate Trustee) directors' and officers' insurance to cover any liability or potential liability which they may have in respect of the Individual Fund and the cost of premiums shall, to the extent permitted by section 256 of the Pensions Act 2004, be borne by the Individual Fund.

8.11 Each Member and Dependant shall indemnify and keep indemnified the Asset Trustee and the Operator against any amounts described in Rule 8.5 as recoverable by the Operator but which in the opinion of the Operator are not in fact recoverable out of the relevant Individual Funds.

8.12 No decision of or exercise of a power, duty or discretion by a Trustee or the Operator or by any delegate shall be invalidated or questioned on the ground that the Trustee, Operator or delegate had a personal interest in the manner or result of the decision or of exercising the power, duty or discretion. A Trustee, Operator or delegate shall be entitled to retain beneficially any Benefit or other interest which he may have under the Scheme. In addition, a Trustee, Operator or delegate may:

(a) deal with, or concur in dealing with, or enter into any transaction connected with the Fund or any asset in which he has an interest, as if he had no connection with the Scheme and is not liable to account for any profit or other benefit; and

(b) act as a partner, director, officer or employee of any company, business or partnership in which the Trustee or Operator holds shares or any other interest or which, or any part of which, forms part of the Fund and retain any remuneration received in that capacity even though the Fund (or his connection with it) may have assisted him in earning it.

8.13 In this Rule 8:

(a) references to an Operator or Trustee shall be taken to include any former Operator or Trustee and any present or former director or other officer of any of them (but not so as to provide any protection of a director from liability which would be void under Chapter 7 of the Companies Act 2006);

(b) references to proceedings shall be taken to include any investigation by the Pensions Ombudsman or Financial Ombudsman Service, and any other form of action, proceeding or claim.

9 Transfers between Schemes

9.1 The Operator may at its absolute discretion:

(a) accept in respect of any individual a transfer of all or any of the assets of another ***pension scheme*** to the Scheme, to provide such Benefits as the Operator may specify, to and in respect of that individual;

(b) make (or direct or procure that the relevant Trustees make) in respect of any individual a transfer of part or all of his Individual Fund (or an amount representing it) to another ***registered pension scheme*** or ***qualifying recognised overseas pension scheme***, to provide such benefits under the other scheme as its trustees or managers offer.

9.2 The Operator shall not be required to obtain the consent of the person or persons in respect of whom the transfer is accepted or made except:

(a) in relation to a transfer which would prejudice Protection, whether an ***impermissible transfer***, or a transfer that is not a ***permitted transfer***, or otherwise;

(b) in relation to a transfer that is not a ***recognised transfer***; or

(c) where required by law.

9.3 In connection with any such transfer the Operator shall have power to provide such information to such persons as may be required by the Act or otherwise as it may in its absolute discretion determine to be necessary.

9.4 If the purpose of a transfer made to the Scheme under Rule 9.1(a) is the provision or continuation of a pension permitted by the ***pension death benefit rules***, these Rules shall apply to such pension as if the person in respect of whose death it is payable had been a Member at the date of his death.

9.5 A transfer made from the Scheme under Rule 9.1(b) shall (subject to any special terms or conditions imposed by the Operator) extinguish the Individual Fund concerned or the relevant part of it, and shall release the Operator and the relevant Trustees from any liability in respect of any corresponding Benefits.

10 Buying Out Benefits

10.1 Subject to Rule 5.1, the Trustees of an Individual Fund may at any time arrange with an ***insurance company*** to secure outside the Scheme the Benefits payable or prospectively payable out of that Individual Fund or a part of it, by:

(a) application of the Individual Fund or relevant part of it, or its proceeds, towards the purchase of an appropriate policy from, or entry into an appropriate contract with, the ***insurance company***;

(b) assignment of the benefit of any policy or contract forming part of that Individual Fund and previously effected in the names of any of the Trustees or their nominees with that ***insurance company***

in either case on such terms as the Operator in its absolute discretion think fit.

10.2 Following such application, the Operator and the relevant Trustees shall be discharged from all claims in respect of such Benefits.

11 Winding up and dissolution

11.1 The remaining provisions of this Rule 11 shall apply upon:

(a) the Operator so resolving; or

(b) the eightieth anniversary of the date of establishment of the Scheme, unless the Scheme can then lawfully be continued.

11.2 The Scheme shall be determined and the Fund shall be wound up provided that the trusts of the Scheme shall remain in force and all powers under the Rules shall remain exercisable until the Fund has been completely wound up.

11.3 The Operator shall apply (or shall procure that the Asset Trustee applies) any General Fund in accordance with Rule 23.

11.4 The Operator shall (or shall procure that the relevant Trustees) apply each Individual Fund in the following order:

(a) in discharging so much of the actual or anticipated costs, charges and expenses of and incidental to the application of the Fund (including the remuneration of professional advisers) as the Operator in its absolute discretion may determine;

(b) in payment of any ***lump sum death benefit*** in respect of a death occurring before the application of this Rule 11;

(c) securing benefits in respect of the relevant Member or Dependant in such one or more of the ways described in Rule 11.5 as the Operator in its absolute discretion may determine having regard to the Benefits that would otherwise have been payable from the Scheme.

11.5 The ways described in this Rule are:

(a) purchase of an immediate or deferred annuity from an ***insurance company*** on any terms;

(b) payment of a lump sum permitted by the ***lump sum rule***;

(c) payment of a transfer in accordance with Rule 9.1(b).

11.6 If the assets of the Fund include annuity contracts or annuity policies effected in the names of any of the Trustees or their nominees with any ***insurance company***, they shall either:

(a) enter into an arrangement with the ***insurance company*** to assign them to, or transfer or secure them in trust for, the person or persons entitled to benefit under them, or

(b) assign them to another ***pension scheme***

as appropriate.

Part 2 – Membership and Benefits

12 Medical evidence and other relevant information

12.1 The Operator may at any time request any Beneficiary to supply such evidence of age, good health, marital status, rights and entitlements under other ***pension schemes*** and other evidence and information as it may reasonably require, and may withhold payment of all or part of any Benefits until the evidence or information is received and accepted by the Operator as correct and sufficient.

12.2 Any Beneficiary shall without delay notify the Operator of any event or fact which may affect his entitlement or prospective entitlement under the Scheme.

13 Admission to Membership

13.1 The Operator may in its absolute discretion admit any individual as a Member.

13.2 Admission to Membership shall be subject to such requirements and on such terms, whether generally or in any particular case, as the Operator may in its absolute discretion determine.

13.3 A Member who, by virtue of Rule 9 or Rule 10 or otherwise, ceases to have any Individual Funds within the Scheme, shall cease to be a Member.

14 Contributions

14.1 Subject to Rule 14.2 a Member and any other person may make contributions to any Individual Fund of the Member in such form (whether money or any other contribution of money's worth) and of such amounts and at such times as the Operator may in each case agree.

14.2 Any contribution by or in respect of a Member which would cause:

(a) loss of Protection for that Member; or

(b) any payment of Drawdown to that Member to be (or be treated as) an unauthorised payment by virtue of the Member ceasing to qualify for Flexible Drawdown

shall not form part of the Fund or in any other way become held for the purposes of the Scheme but shall instead be held by the Operator on trust for the relevant contributor absolutely, unless before the making of that contribution the Operator and the Member have agreed explicitly in writing that this Rule 14.2 shall not apply.

14.3 Where a Member has Protection, the Trustees with the consent of the Operator shall have all powers necessary to treat his Individual Fund in a way that:

(a) preserves that Protection; or

(b) if the Member subsequently notifies the Operator that he no longer wishes to have the benefit of Protection, disapplies that Protection,

and such powers may, to the extent allowed by law, be exercised with retrospective effect.

15 Multiple Individual Funds

The Operator may at any time treat any existing part of a Member's Individual Fund or any new contribution in respect of a Member as a separate Individual Fund, in which case it:

(a) shall constitute a separate Individual Fund for the purposes of the Rules (including without limitation this Rule 15(a)) and the Rules shall be applied to each Individual Fund separately; but

(b) shall not constitute a separate arrangement for the purposes of the Act unless the Member and Operator expressly agree.

16 Benefits for Member

Any Uncrystallised Fund of a Member may be:

(a) applied to pay a ***pension commencement lump sum*** of such amount (consistent with the Act) as the Member may request; and

(b) (as to any remainder) designated as available for the payment of Drawdown in accordance with Rule 18 on such date as the Member may select, being not earlier than the earliest date on which:

(i) the Member reaches his ***normal minimum pension age*** (or any protected pension age); or

(ii) the ***ill-health condition*** is met.

17 Benefits following death of Member

17.1 Subject to Rule 17.4, on the death of a Member the Trustees shall apply his Individual Fund in such one or more of the following ways as the Operator in its absolute discretion may direct:

(a) designation as available for the payment of Drawdown for one or more surviving Dependants in accordance with Rule 18;

(b) payment of one or more ***lump sum death ben***efits in accordance with Rule 19;

(c) reallocation in accordance with Rule 20;

(d) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.1, allocation to the General Fund.

17.2 On the death of a Dependant for whom Drawdown was being provided in accordance with Rule 18 following the death of a Member, the Trustees shall subject to Rule 17.4 apply the Dependant's Individual Fund in such one or more of the following ways as the Operator in its absolute discretion may determine:

(a) designation as available for the payment of Drawdown for one or more other Dependants of the Member in accordance with Rule 18;

(b) payment of one or more ***lump sum death benefits*** in accordance with Rule 19;

(c) reallocation in accordance with Rule 20;

(d) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.2, allocation to the General Fund.

17.3 If a Dependant, for whom Drawdown was being provided in accordance with Rule 18 following the death of a Member, ceases to be a Dependant, the Trustees shall subject to Rule 17.4 apply the Dependant's Individual Fund in such one or more of the following ways as the Operator in its absolute discretion may direct:

(a) designation as available for the payment of Drawdown for one or more other Dependants of the Member in accordance with Rule 18;

(b) reallocation in accordance with Rule 20;

(c) to the extent it cannot be applied in accordance with the preceding provisions of this Rule 17.3, allocation to the General Fund.

17.4 Where there is more than one Trustee of an Individual Fund:

(a) any discretion exercisable under Rules 17, 19, 20 or 21 shall be exercised jointly by the Asset Trustee (acting in accordance with the directions of the Operator) and the other Trustee or Trustees; and

(b) in the event that the Trustees of an Individual Fund cannot reach agreement in relation to a payment to be made under any of those Rules, the Asset Trustee (acting in accordance with the directions of the Operator) may override the other Trustees and may exercise the Trustees' powers under those Rules in such manner as the Operator may in its absolute discretion direct.

18 Drawdown

18.1 The Trustees shall pay out of an individual's Drawdown Fund to the individual such amounts and at such times as the individual may specify, provided that:

(a) no payment shall be made if it would not qualify as Drawdown; and

(b) the Operator may impose such restrictions as to timing and minimum and maximum amounts of payments as it may reasonably consider appropriate.

18.2 For the avoidance of doubt and without limiting their powers under this Rule 18 or more generally, the Trustees of an Individual Fund shall not be obliged to make any payment of Flexible Drawdown unless:

(a) the individual has made such declarations, and has provided such relevant documents or other evidence or information, as the Operator may in its absolute discretion require; and

(b) in the opinion of the Operator, sufficient provision has been made for any appropriate deductions under Rule 8.5 or Rule 22.4 or otherwise.

19 Lump Sum Death Benefits

19.1 On the death of an individual, any part of his Individual Fund to be applied by the Trustees in accordance with this Rule shall, subject to Rules 17.4 and 19.2, be paid by them to such one or more of the following and in such proportions as the Operator in its absolute discretion may direct:

(a) the individual's Relatives;

(b) any person for whom Drawdown may be provided on that death (whether actually provided or not);

(c) (on the death of a Member) any person nominated for this purpose by the Member;

(d) (on the death of a Dependant) any person nominated for this purpose by the relevant Member (or if the Member made no nomination, the Dependant);

(e) any person entitled under the individual's will to any interest in the individual's estate;

(f) the individual's ***personal representatives*** (but not if the payment would then pass as bona vacantia).

19.2 Subject to Rule 17.4, any amount to be paid to a person under Rule 19.1 may instead at the absolute discretion of the Operator be paid in any other way for the benefit of that person, including without limitation payment to the trustees of any trust (including any other ***pension scheme*** or any discretionary trust) for the benefit of persons including that person.

19.3 Subject to Rule 17.4, the Trustees shall have the power, at the direction of the Operator, to declare or otherwise establish any trusts for the purposes of Rule 19.2, on such terms as the Operator in its absolute discretion considers appropriate. For the avoidance of doubt Rule 8.5 shall apply to any costs, charges or expenses incurred in doing so.

20 Reallocation to Unconnected Members

20.1 Any part of an Individual Fund to be applied by the Trustees in accordance with this Rule 20 shall be reallocated to any new or existing Individual Funds of such one or more unconnected Members and in such proportions as the Operator in its absolute discretion may direct, subject to Rule 17.4.

20.2 The Operator may, for the purposes of a reallocation within Rule 20.1 and after the death of the relevant individual, admit as a Member any unconnected person to whom a payment could be made on that death under Rules 19.1(a) to 19.1(e).

20.3 For the purposes of this Rule 20, a Member or prospective Member is unconnected if, immediately before any death of an individual to which the reallocation is attributable, he was not connected with that individual for the purposes of section 172B.

21 Alternative Application of Individual Fund

At the request of the relevant Member or Dependant (or, where the Member or Dependant is deceased, his ***personal representatives***) and where the Operator so directs, the Trustees of an Individual Fund may, subject to Rule 17.4, at any time apply all or any part of the Individual Fund:

(a) to provide any one or more of the benefits permitted by the ***pension rules***, ***lump sum rule***, ***pension death benefit rules*** or ***lump sum death benefit rule*** and not otherwise permitted by the Rules; or

(b) to make any other payment authorised by the Act; or

(c) to provide benefits of any kind other than a payment; or

(d) to make (or do anything which is treated as making) unauthorised payments of any kind in each case to or for the benefit of the Member or Dependant or any other person, and in place of any Benefit that was, or would have been, otherwise payable from such part of such Individual Fund.

22 Payment of Benefits, Deduction of Tax

22.1 Any Benefit shall be paid by bank transfer or otherwise in monetary form, but with the consent of the relevant Beneficiary may instead be paid by way of transfer of all or any part of any asset of the Fund or of any interest in such asset or any other transfer of money's worth.

22.2 If Trustees of an Individual Fund have taken out an insurance policy with an ***insurance company*** to meet any obligations to pay Benefits then those Benefits shall be payable only if and to the extent that those Trustees are able to recover payment under the terms of the insurance policy.

22.3 If and for so long as a person entitled to a Benefit from an Individual Fund is a minor, or in the opinion of the Operator unable to act by reason of mental disorder or otherwise, the Trustees shall if so directed by the Operator pay or direct the payment of the Benefit to any one or more of his parents, guardians, spouse or other person legally appointed or authorised to receive it on his behalf to be applied for his benefit. Any such payment shall operate as a complete discharge to the Trustees and the Operator and they shall not be under any liability to enquire into its application.

22.4 Without prejudice to any other provision of the Rules, the Operator shall be entitled to deduct from:

(a) any payment made to any person or body (including any allocation or reallocation within the Scheme of any amount for the benefit of any person or any other act which may be deemed to be a payment for any purpose of the Act); or

(b) any part of the Fund to which the payment relates

a sum equal to any charge to tax to which any Trustee or the Operator are, or may become, liable as a result of the payment (whether by virtue of the payment being a ***scheme chargeable payment*** or otherwise). Where the Operator is uncertain of the extent of any tax liability, it may at its absolute discretion either deduct such amount as it may determine or postpone the payment.

23 Application of the General Fund

23.1 The Operator may at any time recover out of the General Fund any amounts described in Rule 8.5 to the extent the same are not recoverable from the relevant Individual Funds and may set aside so much of the remaining General Fund as it in its absolute discretion considers may be required to meet any such amounts in the future.

23.2 The Operator may at any time apply any General Fund not applied or set aside under Rule 23.1 to:

(a) create or augment an Individual Fund or otherwise provide new or increased benefits, either immediate or prospective, for any person;

(b) make a payment to a ***charity***

or in any other way which in the opinion of the Operator is consistent with the status of the Scheme as a ***registered pension scheme***.

24 Notices

Notices to any Trustee or the Operator shall be given in writing and shall not be effective until actually received. Any Trustee or the Operator may waive all or part of these requirements in relation to any notice to be given to him.

25 Forfeiture, etc

25.1 The Operator may in its absolute discretion determine that any Benefit of a Beneficiary payable from that Individual Fund shall, even if it would otherwise belong absolutely to the Beneficiary, be forfeited if:

(a) the Beneficiary fails to claim it within six years of the date on which it becomes due; or

(b) the Beneficiary attempts to assign or surrender it or it becomes the subject of a transaction or purported transaction which under the Rules or by operation of law is of no effect.

25.2 In a case to which Rule 25.1(a) applies, the part of the Individual Fund representing the amount forfeited shall become part of the General Fund.

25.3 In a case to which Rule 25.1(b) applies, any part of the Individual Fund representing the amount forfeited may be applied to provide such one or more other benefits to or in respect of the Beneficiary as are permitted by the Rules and as the Operator in its absolute discretion may determine, and any remainder shall become part of the General Fund.

26 Pension Sharing

26.1 The Operator shall discharge any liability in respect of a person acquiring a ***pension credit*** in such one or more of the following ways as it in its absolute discretion shall think fit:

(a) admitting that person as a Member in accordance with Rule 13 and determining for that person an Individual Fund equal in value to an amount representing that credit;

(b) making a transfer payment in respect of that person in accordance with Rule 9.1(b) (as if the reference to Beneficiary included that person and as if the reference to Individual Fund were to an amount representing that credit);

(c) applying an amount representing that credit towards the purchase of an appropriate policy from, or entry into an appropriate contract with, an ***insurance company*** in respect of that person.

26.2 The Operator may at its absolute discretion reduce either or both of:

(a) the amount representing the credit; and

(b) the Individual Fund subject to the corresponding ***pension debit*** by an amount or amounts representing in aggregate all or any part of the costs, charges or expenses incurred in connection with the credit (whether in the provision of any relevant information, the implementation of any relevant order or otherwise).

27 Protected Rights

27.1 Prior to 6 April 2012, the Scheme was an Appropriate Scheme. On and from 6 April 2012, the Scheme ceased to be an Appropriate Scheme following amendments to and revocations of legislation.

27.2 With effect on and from 6 April 2012, any Protected Rights held in the Scheme shall be held either in the relevant Individual Fund or, if the Operator in its discretion so decides, in a separate Individual Fund for the relevant Member or Dependant. The use and application of any Protected Rights shall then cease to be limited by the restrictions imposed on Appropriate Schemes prior to 6 April 2012, except if and to the extent (if any) that transitional legislation so requires.