

Group SIPP ("the SIPP")

Terms and Conditions

In these terms and conditions, "you" means the SIPP member and "we", "us" and "our" means Curtis Banks PLC.

These terms and conditions set out further details of our contract with you. They should be read in conjunction with:

- **The Schedule of Fees**
- **The Key Features Document**
- **The Application Form**
- **The Trust Deed and Rules for the SIPP, a copy of which is available on request.**

All of these documents form the basis of our contract with you, which will be governed by and construed in accordance with the laws of England and Wales. Nothing in these Terms & Conditions will exclude or restrict, to an extent prohibited by the rules of the FSA or otherwise by law, any duty or liability we may have under the regulatory system or at common law.

We are not authorised by the FSA to provide you with advice in relation to the SIPP and we recommend that you obtain advice where required from a professional adviser. Nothing in any communication to you should be construed as financial or investment advice within the meaning of the Financial Services and Markets Act 2000.

Basic Information

A Registered Pension Scheme as defined by Part 4 of the Finance Act 2004 will be established with its own name and operates as a trust with a set of Rules. This will be your Group SIPP.

We are the Operator of the SIPP and are appointed as the Administrator for HMRC purposes. Colston Trustees Limited ("Colston Trustees") is a Trustee of the SIPP and acts jointly with you and the other Group SIPP members as trustees of the fund within the SIPP.

We are authorised and regulated by the Financial Services Authority ("FSA"). Our FSA Registration Number is 492502. We will classify you as a retail customer under FSA rules, unless you agree an alternative classification with us.

We and Colston Trustees are registered under the Data Protection Act 1998 for handling and processing personal data and will not disclose data to other parties other than where legally permitted or authorised by you. Data is held securely in computer and paper records in line with Information Commissioners Office guidance.

Becoming a Member

To become a member of the SIPP, you will need to complete the application form satisfactorily and supply information on your identity in accordance with anti-money laundering regulations. If your employer is contributing to the SIPP, or another family member is paying contributions on your behalf, we will need to verify their identity as well. We cannot accept you as a member of the SIPP until these requirements have been met, and we have the right in exceptional circumstances to decline membership.

Contributions and Transfers

You are responsible for taking reasonable steps to ensure that all contributions are within allowable limits in accordance with prevailing legislation. If contributions to all your pension arrangements exceed the HMRC Annual Allowance in any tax year, including any carried forward Annual Allowance, the excess will not qualify for tax relief. You should monitor the level of payments that you make.

If an excess contribution is refunded, the amount may be reduced as a result of any negative investment performance on the funds whilst in the SIPP. Any excess tax relief claimed from HMRC and interest on this relief will be repaid to HMRC from the SIPP.

When an employer pays contributions to the SIPP, it must prepare a schedule of the amounts payable and their due dates, and any contributions deducted from a member's salary must be paid by the 19th of the following month. If contributions are paid late by the employer and this is of material significance, we will report the late payment to the Pensions Regulator. Further information on the Pensions Regulator's Code of Practice on late contributions can be found at www.thepensionsregulator.gov.uk.

You are responsible for initiating any transfers from other pension arrangements into the SIPP. We will assist in chasing transfers but cannot accept any responsibility for delays in payment.

SIPP Bank Account

All payments into the Group SIPP will be held in a segregated pooled client account held and operated by us as a trust account on your behalf, which is subject to FSA client money rules. This account will hold funds in sterling in UK approved banks (as defined by FSA rules) selected by us using rigorous due diligence processes. Details of the banks being used will be available at any time on request. Payments from the account will be made by us acting on the Group SIPP members' unanimous written authority.

Oral instructions may be accepted at our discretion, but should be followed up by written confirmation. Payments can only be made out of cleared balances in the account and overdrafts are not permitted.

Payments are normally by cheque or BACS. Alternatively, payments can be made by same day CHAPS transfer subject to receipt of your instruction before 11.00 am, with a £15 charge. Some receipts and payments may be processed via control accounts held by us for ease of administration.

The banking arrangements and interest rate terms are intended to be permanent but may be changed should circumstances require. You will be given one month's prior written notice of any changes.

The Group SIPP can also open other bank accounts if the members wish, but Colston Trustees must be a co-trustee and signatory on these accounts and receive regular statements. All payments into and out of the SIPP, such as contributions, benefit payments, investment purchases and sales, must be made through the main account for administrative purposes. We may charge additional fees for operating other bank accounts.

Investments

Investments are made at the Group SIPP members' direction or that of their appointed advisers. We and Colston Trustees do not give investment advice, are not required to assess the suitability of investments and accept no liability for the choice or performance of individual investments or of your chosen advisers.

Whilst the fund is able to invest in any asset permitted by HMRC which does not incur tax charges, all investment transactions must be carried out on a commercial basis with due regard to the aim of the SIPP to provide benefits, and we reserve the right in exceptional circumstances to decline an investment if we deem it inappropriate.

We will endeavour to process all requests to purchase, sell or amend investments within our normal timescales, as set out in our service level agreement. If specific deadlines or instructions need to be met, this must be communicated to us in advance. If the members have appointed advisers to arrange investments, full responsibility for following correct procedures rests with them and we do not accept liability for errors or omissions on their part.

Colston Trustees will be a registered owner or co-owner of all investments, unless arrangements are made with our consent for them to be held in nominee accounts. We will confirm investment transactions by email no later than the following business day and send contract notes and all documents of ownership relating to investments as soon as possible. Your ability to view current valuations of investments online will be dependent on us being able to receive daily data in respect of the investment. Not all investments are valued daily and not all investment managers supply daily data.

We may receive payments from third parties in connection with investments or insurances arranged for the SIPP. We will ensure that any such payments are on normal commercial terms and will not be to the financial detriment of the SIPP or lead to a conflict of interest.

Taxation

If HMRC rules are breached, tax charges can apply to you or the SIPP and will be paid by you or your SIPP unless found to be due to the negligence of another party. You will be responsible for all tax charges incurred as a consequence of your actions. We do not provide tax advice.

Future Changes

We reserve the right to amend any of the provisions of the SIPP at any time, and have the power to wind it up. Changes will normally only be made for valid reasons, e.g. to make improvements, rectify errors or take account of regulatory changes. You will be given one month's prior written notice of any changes. If you do not accept the changes, you then have 3 months to transfer your fund in the SIPP to another provider and no transfer charges will apply.