

# THE CURTIS BANKS SIPP

## Terms and Conditions



This is a legally binding document.  
Together with:

- Trust Deed and Rules
- Schedule of Fees
- **Terms and Conditions**
- Application Form

It sets out the terms of your contract  
with Curtis Banks

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In order to better understand the Curtis Banks  
SIPP, you should also carefully consider:

- Key Features
- Investments Guidance Note
- Privacy Information Notice
- Your Personal Illustration

# Contents

Section	Page
1 Understanding this document	3
2 Basic information	3
3 Your membership of the scheme	7
4 Contributions	7
5 Transfers in	7
6 SIPP bank account	8
7 Investments	8
8 Investment managers	9
9 Investment instructions	10
10 Investments in property	11
Property acquisition	11
Joint investors	12
Borrowing	12
Third party professionals	12
Property management - properties owned by us	12
Occupation of the property	13
Vacant property	13
Developing property	13
Valuations	14
Insurance	14
Disposal of a property	14
11 Pension benefits	15
12 Serious ill health lump sum	15
13 Death	16
14 Transfers out	16
15 General provisions on payment of benefits and transfers out	17
16 Valuation and reporting	17
17 Agents	17
18 Fees, charges and expenses of your SIPP	18
19 Information and communications	18
20 Data protection and confidentiality	19
21 Events beyond our reasonable control	19
22 Tax provisions	20
23 Complaints	20
24 Financial Services Compensation Scheme (FSCS)	20
25 Variation and termination	21
26 Waiver	21
27 Conflicts of interest	21

This is an important document which sets out the terms and conditions of your SIPP and how it will be operated.

These terms and conditions replace any earlier terms between you and us.

If you have any questions relating to these terms you can either speak to your adviser or contact us directly.

## 1 Understanding this document

- 1.1 This document sets out the terms and conditions of the SIPP.
- 1.2 Section 2 sets out the meaning of words and expressions used in this document.
- 1.3 Headings and sub-headings in these terms are for ease of reference only and do not form part of these terms.
- 1.4 References to “we”, “us”, “our” or “ourselves” in these terms are references to Curtis Banks Limited as scheme administrator and operator of the scheme. References to “you”, “your” or “yourself” are to you as a member of the scheme following acceptance by us of a properly completed and signed application form. It also, where appropriate, includes your personal representatives after your death and any person who is entitled to receive benefits following your death.
- 1.5 References to “trustee” denote the company appointed as the Professional Trustee of your SIPP as stipulated in the trust deed and rules, or any such other company appointed to act as the Professional Trustee in accordance with the trust deed and rules.
- 1.6 Curtis Banks Group plc, Curtis Banks Limited, Suffolk Life Annuities Limited, Suffolk Life Trustees Limited, Suffolk Life Group, SPS Trustees Limited, Trustee Company relative to the Curtis Banks product (either Colston Trustees Limited, Tower Pension Trustees Limited, Temple Quay Pension Trustees Limited) and associated subsidiary companies are all part of the Curtis Banks Group.
- 1.7 Any reference to a statute includes any re-enactment or modification of it and any regulations made under it.

## 2 Basic information

- 2.1 We are the Operator of the SIPP and are appointed as the Administrator for HMRC purposes. A Trustee company is appointed on the SIPP. The Trustee of the SIPP acts as trustee of your SIPP with us. The trustee will hold all the assets of the scheme in accordance with the trust deed and rules. Administration of the scheme will be handled by appropriately qualified employees within the Curtis Banks Group in accordance with the trust deed and rules. In the event of any conflict in these terms with the trust deed and rules, the trust deed and rules will take priority.  
  
Where SPS Trustees Limited is also a trustee of the SIPP, it has delegated all the trustee powers to Colston Trustees Limited.
- 2.2 We are authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA Registration Number is 492502. You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.
- 2.3 Your SIPP is a contract between you and us. These terms give powers and duties to Curtis Banks Limited and you agree that these terms are also enforceable by it. Subject to that, you agree that nobody else has any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to these terms.
- 2.4 The FCA requires us to categorise our clients. We will treat you as a retail client, as defined by the FCA. Retail clients benefit from the highest level of protection, are provided with information in a more straightforward way and have access to the Financial Ombudsman Service and Financial Services Compensation Scheme. If you fall outside of the FCA definition of a retail client, whilst we will continue to treat you as a retail client, including providing information in a more straightforward way, you may not be able to access the Financial Ombudsman Service and Financial Services Compensation Scheme. If you require further information regarding client categorisation please speak to your adviser or contact us directly.
- 2.5 These terms shall be governed by and interpreted in accordance with English law.

## Expression What it means in this document

adviser	a financial adviser who is authorised and regulated by the FCA and is appointed by you to receive communications in respect of your SIPP and may include giving instructions on your behalf on all matters concerning your SIPP including buying and selling investments.
agent	a person whom you appoint in accordance with Paragraph 17.1 to act on your behalf in relation to your SIPP or any part of your SIPP*.  * You might want to appoint an investment professional/financial adviser or a member of your family to act on your behalf. Details are in Paragraph 17.
annual allowance	the maximum that you, your employer or a third party can pay into all your registered pension schemes in a tax year without penalty.  The annual allowance may be reduced in accordance with section 228ZA of Finance Act 2004.*  * Please see the Contributions and Annual Allowance guidance notes for more details, which are available on our website, from your adviser or on request from us.  Where you exceed the money purchase annual allowance in a tax year, you will have a reduced annual allowance available for defined benefit (for example, final salary) pension arrangements.
arrangement	a part of your SIPP by reference to which the benefits payable are set. An arrangement can be your whole interest under a registered pension scheme or a part of your interest, so that you can have more than one arrangement under a registered pension scheme. Legislation governing pension schemes generally applies to each arrangement separately and so it may be necessary (or helpful to you) for your SIPP to be split into more than one arrangement.
bank	the bank or other approved credit institution(s) as we may from time to time decide.
beneficiary	a person who may receive benefits from your SIPP on your death.
building works	includes, but is not limited to the construction, development, renovation, or redecoration of the property and any works required at the end of a tenancy agreement.
business day	any day (other than a Saturday or a Sunday) on which banks are generally open in London for transacting normal banking business.
capped drawdown	a way of taking a pension income directly from your drawdown pension fund which is subject to an annual limit set by HMRC. Capped drawdown is only available under your SIPP if the drawdown pension fund of part or all of an arrangement was designated to capped drawdown at the end of 5 April 2015.
connected party	a connected person as defined in Section 993 of the Income Tax Act 2007. This includes amongst others:  a. you, your spouse, registered civil partner, children, parents, siblings and other direct descendants and ancestors of you and your spouse or registered civil partner; b. in respect of an investment in property, any co-investor, and their relatives as in a. above; c. company of which an individual (or individuals) in a. and b. control 20% or more of the shares.
contribution	a payment made into your SIPP by you, your employer or a third party.
costs	includes fees, charges and expenses and other amounts referred to in Section 18.
crystallise	the term used to describe taking benefits from your SIPP. When you decide to take benefits from all or part of your SIPP you are deemed to have crystallised all or a portion of your SIPP.
Curtis Banks Group	Curtis Banks Group plc, registered in England and Wales under company number 07934492 of 3 Temple Quay, Temple Back East, Bristol, BS1 6DZ, and any of its subsidiaries or holding companies, or any subsidiary of any such holding company. "Subsidiary" and "holding company" have the meanings given to them in Section 1159 of the Companies Act 2006.

## Expression

## What it means in this document

dependant	<p>a person who at the date of your death is:</p> <ol style="list-style-type: none"><li>your spouse or registered civil partner;</li><li>your natural or adopted child:<ol style="list-style-type: none"><li>under the age of 23; or</li><li>aged 23 or over and in our reasonable opinion is dependent on you because of physical or mental impairment;</li></ol></li><li>not your spouse, registered civil partner or child but in our reasonable opinion is:<ol style="list-style-type: none"><li>dependent on you because of physical or mental impairment;</li><li>financially dependent on you; or</li><li>financially inter-dependent with you.</li></ol></li></ol> <p>In this description, 'you' and 'your' relate to the original deceased member of the scheme.</p>
drawdown pension fund	the part of an arrangement which is in capped drawdown or flexi-access drawdown (even if you are not taking an income).
FCA	the Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS or any successor regulator which regulates our investment business.
flexi-access drawdown	a way of taking a pension income directly from your drawdown pension fund that allows unlimited withdrawals.
HMRC	Her Majesty's Revenue & Customs.
in specie	the transfer of investments from one party to another without selling the investments.
investor	an individual who holds a Curtis Banks Group product.
insurance company	<p>as described in Section 275 of the Finance Act 2004.*</p> <p>* This includes insurance companies in the United Kingdom and the European Economic Area.</p>
investment	any stocks, shares, units or other securities, property, loans, cash deposits or other investments, or rights to or interests in such investments.
investment guidance notes	the current schedule published by us listing the types of investment which may be held by your SIPP
investment manager	a person or organisation appointed in accordance with Paragraph 8.1.
lead investor	the investor chosen by the investors to liaise with the co-investors and to provide all instructions to us in relation to a property. You will be the lead investor where you are the sole investor.
lifetime allowance	the standard amount an individual may accumulate within all registered pension schemes during their lifetime without a tax penalty. You may have a personal lifetime allowance that is different from the standard lifetime allowance.
lifetime annuity	a contract bought from an insurance company that provides an income for life, purchased by a lump sum from all or part of an accumulated pension fund.
market value	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.
money purchase annual allowance	<p>the maximum that you, your employer or a third party can pay into all your money purchase arrangements in a tax year without penalty, after you have flexibly accessed pension benefits after 5 April 2015 under any registered pension scheme. The conditions for flexibly accessing pension benefits are in Section 227G of the Finance Act 2004. These include amongst others:</p> <ol style="list-style-type: none"><li>you receive a flexi-access drawdown payment;</li><li>you receive an uncrystallised funds pension lump sum (see Paragraph 11.9); or</li><li>you have had benefits in flexible drawdown before 6 April 2015 in any registered pension scheme.</li></ol> <p>Please speak to your adviser or contact us directly for more details.</p>
money purchase arrangement	a type of arrangement such as your SIPP where the benefits are determined by the value of the accumulated pension fund.
nominee	where we have a partial interest in the property, the individual, company or other legal entity who is the legal owner of the property.

## Expression What it means in this document

order of disposal policy	our policy that sets out the actions we will take where it is necessary to raise money to settle outstanding liabilities of or in your SIPP where you have not arranged for sufficient money to be available. A copy is available from us on request.
personal lifetime allowance	the total value you may accumulate within all registered pension schemes during your lifetime without a tax penalty. This may be different from the standard lifetime allowance.
pooled bank account	an account with a bank opened by the trustee that holds monies in respect of your SIPP and other members of the scheme.
property	includes buildings, land and interests in buildings and land.
property manager	a RICS registered surveyor or professional property management firm who is appointed by us to manage the property.
qualifying recognised overseas pension scheme	a pension scheme based outside the United Kingdom to which a registered pension scheme may make a transfer payment.
registered pension scheme	a pension scheme registered or treated as registered under Part 4 of the Finance Act 2004
RICS	the Royal Institution of Chartered Surveyors.
schedule of fees	the current schedule published by us setting out the fees and charges which will be due in respect of your SIPP
scheme	the Curtis Banks SIPP, a registered pension scheme established under the trust deed and rules. HMRC's pension scheme tax reference number for the scheme is 00740779RV.
scheme administrator	the person responsible for fulfilling certain functions including accepting contributions, paying benefits, providing reports to HMRC and paying certain tax charges.
SIPP bank account records	our bank account records for your SIPP. Your SIPP bank account records are a notional account. This will comprise monies held in respect of your SIPP in one or more pooled bank accounts. Monies will therefore be pooled with the monies of other members of the scheme.
taxable property	assets that attract a tax charge if held directly or indirectly (i.e. within certain investments unless covered by specific exemptions) by your SIPP which includes residential property and physical assets such as cars, art or stamps.
tenancy agreement	a written agreement between a landlord and tenant setting out the terms of the occupation.
terms	the terms and conditions of your SIPP, as set out in this document and in the other documents referred to in Paragraph 3.1 below, as updated from time to time.
third party professional	a solicitor and other legal professional, valuer, architect, contractor, contract administrator, project manager, property manager, bailiff, accountant, tax specialist, lender, building surveyor, energy consultant or other professional as appropriate. Such professional may be a wholly owned subsidiary of the Curtis Banks Group.
trust beneficiary	a member or beneficiary under the trust deed and rules that govern your SIPP.
trust deed and rules	the trust deed under which the scheme was established, together with the rules attached to the trust deed, as changed from time to time.
trustee	Colston Trustees Limited, a company registered in England under company number 6867955 of 3 Temple Quay, Bristol, BS1 6DZ, which has been appointed under the trust deed and rules to act as trustee of the scheme or its successor.
uncrystallised	the whole or part of an arrangement from which benefits have not been taken.
valuer	an independent valuer registered with RICS.
your SIPP	the Curtis Banks SIPP in which you have invested. References to your SIPP include any investments or benefits held within it.

### 3 Your membership of the scheme

- 3.1 If we accept your application for your SIPP, you will become a member of the scheme on these terms. By signing the application form you are accepting:
- the trust deed and rules;
  - the investment guidance notes; and
  - the schedule of fees.
- These documents are available from our website, your adviser or on request from us and form part of these terms. By giving us instructions or issuing requests to us in relation to your SIPP, you will be confirming your acceptance of these terms.
- 3.2 If you are under 18 your legal guardian must complete the application form for your SIPP on your behalf. Your legal guardian will then be responsible for your SIPP as if they were the member until you reach the age of 18. Therefore until you reach the age of 18, only your legal guardian will be able to give instructions to us on your behalf. All your other rights and obligations under these terms will apply to your legal guardian until you reach the age of 18 at which point they automatically apply to you.
- 3.3 You will need to 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. We have the right to decline an application in exceptional circumstances.

### 4 Contributions

- 4.1 You and/or any other person, subject to any requirements that we have for verifying the other person's identity, may make contributions to your SIPP at any time.
- 4.2 Your own personal contributions will normally be treated as being paid net of basic rate tax, which we will seek to reclaim from HMRC if and to the extent you are entitled to tax relief on that contribution. You are responsible for informing us if you are not entitled to tax relief on the whole or part of a contribution. Any sum reclaimed will not be available for investment until it is received from HMRC, which will normally take between 6 and 11 weeks from the date of your contribution. You are responsible for claiming any higher or additional rate (or intermediate rate for Scottish taxpayers) tax relief to which you are entitled.
- 4.3 Any contributions paid by your employer will be paid gross.
- 4.4 You will only be eligible for tax relief on your contributions if the contribution is paid before you reach age 75 and you are a UK relevant individual and the total amount of your contributions made to all registered pension schemes in a tax year does not exceed £3,600, including basic rate tax relief (as that threshold may be amended by the Government) or 100% of your earnings (whichever is higher).
- A UK relevant individual is one who:
- has relevant UK earnings chargeable to income tax for that year;
  - is resident in the UK at some time during that tax year;
  - 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 the individual joined the pension scheme;
  - has general earnings for that tax year from overseas Crown employment subject to UK tax (as defined by Section 28 of the Income Tax (Earnings and Pensions) Act 2003); or
  - is the spouse or registered civil partner of an individual who has general earnings for that tax year from overseas Crown employment subject to UK tax (as defined by Section 28 of the Income Tax (Earnings and Pensions) Act 2003).
- 4.5 All contributions must be made in sterling.

- 4.6 Contributions may be single contributions or regular contributions and our contribution form must be fully completed in order for us to accept the contribution. Single contributions must be paid by cheque or direct credit. Regular contributions must be paid by direct debit and must quote the SIPP reference number in the payment narrative.
- 4.7 You are responsible for ensuring 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.
- 4.8 When making a contribution you should have regard to the annual allowance and the money purchase annual allowance. If the total payments to all of your registered pension schemes are less than the annual allowance in one tax year, you may be able to carry forward any unused annual allowance. We recommend that you speak to your adviser. Any amount paid into registered pension schemes above either of the following will be subject to a tax charge at your marginal rate:
- the annual allowance, as increased by the carry forward rules; or
  - the money purchase annual allowance.
- 4.9 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 your SIPP.
- 4.10 We will only act on an investment instruction when the contribution received is in a cleared funds state.
- 4.11 Subject to our agreement on each occasion and to any HMRC requirements, a contribution may be satisfied by a transfer to us of assets. The terms of any such transfer, including the payment of costs, and the process that should be followed in making such a contribution are available from us on request.

### 5 Transfers in

- 5.1 Other pension benefits may be transferred into your SIPP, subject to our consent, applicable legislation and HMRC rules.\*

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\* 5.1 If you have benefits in other pension schemes, it may be possible for you to transfer these into your SIPP. This is a specialist area and you should take appropriate advice first. We will not accept a transfer from a defined benefit (such as a final salary) scheme unless a suitably qualified adviser has recommended the transfer.

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- 5.2 It is your responsibility to ensure that a transfer of pension benefits is in your best interests. You should take advice from a suitably qualified adviser. Neither we nor the trustee give or are authorised to give advice, nor do we or the trustee check your transfer application for suitability.
- 5.3 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.
- 5.4 Where benefits have been transferred to us, we will issue you with a cooling off notice which gives you the right to cancel the transfer. You will have 30 days from receipt of the cooling off notice to change your mind. If you do change your mind about the transfer, we cannot guarantee that the pension provider who transferred the benefits to us will receive them back and you may therefore need to find a suitable alternative pension provider.
- 5.5 We will only act on an investment instruction when the transfer received is in a cleared funds state.
- 5.6 If sufficient contributions or transfers are not received into the scheme in the first 6 months to meet the set up costs and minimum SIPP balance requirement, we reserve the right to wind up the SIPP, subject to contacting you or your adviser in the first instance.

## 6 SIPP bank account

- 6.1 On receipt, all monies are deposited in a **pooled bank account**. We will notionally record the relevant amount in **your SIPP bank account records**. When we pay money out of the **pooled bank account** on your behalf, we will record this by debiting the relevant amount in **your SIPP bank account records**. If, for any reason, we cannot determine that deposited money relates to **your** individual SIPP, we will, after 5 working days, return the funds to the **bank** of origin.
- 6.2 Cleared credit balances in the **pooled bank accounts** that are credited to **your SIPP bank account records** may earn interest. The basis of the rate of interest **your SIPP** receives will be as set out in the **schedule of fees and investments** and on our website.
- 6.3 Where the interest earned by the **pooled bank accounts** for all our customers is less than the interest paid by the **banks** to the trustee across all the **pooled bank accounts** the trustee has with them, we will keep the difference.
- 6.4 We may change the basis of interest and the interest rates applying to the **pooled bank accounts** (which will affect the amount creditable to **your SIPP bank account records**). Any change will reflect in our reasonable opinion, a proportionate response to any change made by the **bank** to the basis or rates of interest paid by the **bank** to the **Curtis Banks Group**. We will give **you** as much notice as reasonably possible before changing the basis of interest or decreasing the interest rate. This will generally be at least 30 days' notice.
- 6.5 For the effective operation of **your SIPP**:
- we require **you**, at the time of making an **investment** or on transferring money to an **investment manager**, to maintain a minimum balance of £1,000 (or £5,000 if **you** have a property investment) and any additional sums will be notified in writing, in the **pooled bank accounts** and if appropriate in the **property pooled bank accounts** (as recorded in **your SIPP bank account records**), appropriate to the regular transactions in **your SIPP** (e.g. drawdown income payments, loan repayments, business rates, insurance, any fees, etc);
  - you**, **your adviser** or **investment manager** are required to ensure that there is sufficient money in the **pooled bank accounts** (as recorded in **your SIPP bank account records**) to meet any expected single or regular payments (including our fees). If there is insufficient money notionally recorded in **your SIPP bank account records** to make such payments, including payment of any benefits to **you**, we may not make the payment;
  - you** agree that we may instruct the **investment manager** to transfer monies held in a **bank** account operated by the **investment manager** to a **pooled bank account** to meet the liabilities of **your SIPP**;
  - you** and any third party that remit money to the SIPP are required to quote the SIPP reference in the payment narrative. The consequence of not quoting the SIPP reference is that monies that cannot be identified may have to be returned to the **bank** of origin; and
  - we shall endeavour to write to **you** to request for permission to pay fees (including but not limited to business rates, insurance, penalties and fines, court fees and any other fees including our fees) from **your SIPP** however if after a reasonable time period we have received no response from **you** (or not jointly agreed between investors), or if the payment is urgently needed or legally required, we shall consider and arrange for a payment to be made which is the interests of **your SIPP** and provide **you** with notification that the payment has been processed.
- 6.6 Payments can only be made out of cleared balances in **your SIPP bank account records** and overdrafts are not permitted.
- 6.7 We will open **pooled bank accounts** with institutions that we have approved. These accounts will hold funds in sterling and will be with UK-authorised institutions legally able to accept deposits (as listed in the Financial Services Register) selected by us using rigorous due diligence processes. Details of the **banks** holding **pooled bank accounts** in respect of **your SIPP** are available from us on request.
- 6.8 Where we place money with a **bank**, we will use reasonable skill and care in selecting the **bank's** appointment but are not liable for the acts or omissions, insolvency or dissolution of the **bank**.
- 6.9 We will operate the **pooled bank accounts** on behalf of the trustee in accordance with the **trust deed and rules** and a mandate granted to us by the trustee in compliance with FCA rules. We will be the authorised signatory and have full authority over the **pooled bank accounts**.
- 6.10 In the event of a default by a **bank** holding monies in a **pooled bank account**, **your SIPP** will share proportionately in any shortfall in the **pooled bank account**. We or **you** may be able to claim under the Financial Services Compensation Scheme. Paragraph 24 provides further details.
- 6.11 Payments from the account will be made by us acting on **your** or **your financial adviser's** written authority, which must be given to us by secure messaging via our website. Other methods of communication can be agreed on an individual basis in exceptional circumstances, in advance of the instruction being given.
- 6.12 Payments are normally by cheque or Faster Payments. Alternatively payments can be made by same day CHAPS transfer subject to receipt of **your** instruction before 10.30 am, with **your** payment of the CHAPS charge. Some receipts and payments may be processed via control accounts held by us for ease of administration.
- 6.13 **Your SIPP** can also open other deposit accounts if **you** wish, but our mandate over SIPP bank accounts will apply to these accounts and we must be able to 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 **pooled bank account** (and recorded in **your SIPP bank account records**) for administrative purposes. We may charge additional fees for operating other **bank** accounts.

## 7 Investments

- 7.1 The trustees will be the registered owner of all **investments**, unless **arrangements** are made with our consent for them to be held in additional names or in **nominee** accounts.
- 7.2 Any **investment** income or capital gains arising from the assets of **your SIPP** and interest earned on the balance of **your SIPP bank account records** will be credited to, and form part of, the assets of **your SIPP**. Any loan or interest expense relating to **your SIPP** will be debited to, and form part of, the liabilities of **your SIPP**.
- 7.3 A member of the **Curtis Banks Group** may receive discounts, rebates, commissions or other payments relating to the **investments** of **your SIPP**. In this event, we will have notified **you** prior to our entitlement arising relating to the **investments** of **your SIPP**. The amount will not be credited to **your SIPP** but will be retained by the relevant member of the **Curtis Banks Group**.
- 7.4 Whilst **your SIPP** 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 certain circumstances to decline an **investment** if we deem it inappropriate. We may direct the **investment manager** to dispose of any **investment** without consultation with **you** or **your** prior agreement:
- if, in our reasonable opinion, continued retention of such **investment** would be unlawful or would impose tax or other costs on us or the trustee or **your SIPP** or expose us or the trustee or **your SIPP** to liabilities which in each case **your SIPP** may not be able to meet;
  - if, in our reasonable opinion, the **investment** needs to be disposed of to return any tax or any relevant part of a pension **contribution** to cover the fact that a **contribution** fails to clear;
  - to restore any minimum balance required to be held in **your SIPP bank account records**;
  - if that **investment** is not or is no longer a type allowed by the current **investment guidance notes**;
  - if disposal of the **investment** is required by the terms of any applicable agreement, for example a co-ownership agreement;
  - in order to comply with the terms of a court order; or
  - following **your** death in order to secure the benefits.
- 7.5 We will not direct the trustee to exercise, or ask an **investment manager** to exercise, voting rights in respect of any **investment** unless **you** ask us to; however we are not obliged to direct the trustee and neither the trustee nor any **investment manager** is under any obligation to vote in accordance with **your** wishes. We will not direct the trustee to appoint (and nor will any **investment manager** appoint) a representative to vote in respect of any **investments** in **your SIPP**.

- 7.6 We may receive information from:
- investment managers or fund providers notifying us of any corporate actions in respect of investments held; and
  - third parties notifying us of matters affecting a property.
- We will take all reasonable endeavours to send these notices to you in a timely manner. We shall not be responsible for any loss or foregone profit resulting from you not receiving these notices in good time unless such loss or foregone profit results from fraud, wilful misconduct, negligence (with the exception that we shall not be liable for any pre-contractual negligent misstatements) or breach of regulatory duty on the part of any member of the Curtis Banks Group, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents.
- 7.7 Neither we nor the trustee will be responsible for any loss (including loss of profit) in relation to, or reduction in value of any investment:
- acquired at your request unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of any member of the Curtis Banks Group, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
  - not acquired or not disposed of in accordance with our rights under these terms;
  - disposed of in accordance with these terms unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of any member of the Curtis Banks Group, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
  - which results from any action or omission of any nature whatsoever by any investment manager or by any nominee, banker, custodian or other person providing services to any investment manager or to any member of the Curtis Banks Group; or
  - which results from any action or omission of any nature whatsoever by any fund provider of an investment held by the trustee or, in relation to that investment, by any nominee, banker, custodian or other person providing services to:
    - that fund provider; or
    - any member of the Curtis Banks Group where such service provider has been chosen by you or the fund provider.
- 7.8 We will not be under any duty to consider, or advise on, the general or specific merits, suitability or appropriateness of any actual or proposed investment purchase or disposal and therefore you do not benefit from the rules on assessing suitability.
- 7.9 We will not be responsible for advice given by an investment manager or any exercise of discretion by an investment manager.
- 7.10 We may amend the types of investments stated in the investment guidance notes at any time where a reason in paragraph 25.2 applies. Where an investment previously allowed ceases to be allowed under our investment guidance notes and your SIPP held the investment immediately before the change, we will contact you to agree the action required. Unless we are required to stop allowing an investment by law or regulation we will meet the reasonable costs incurred in its disposal.
- 7.11 The investment guidance notes will be made available on our website or on request and you will be responsible for ensuring that your investment choices fall within the investment guidance notes as amended.
- 7.12 Certain investments may also result in your SIPP holding taxable property either directly or indirectly (i.e. held within certain investments unless covered by specific exemptions). HMRC may apply tax charges on both the scheme and the scheme member personally. Should any such tax charges (including charges levied on the scheme) arise under these taxable property rules in respect of an investment held for your SIPP, you agree that such tax charge shall be borne by your SIPP or by yourself personally as the case may be.
- 7.13 You are responsible for notifying the appropriate parties where the holding in your SIPP together with those holdings held personally by you and your connected parties require reporting under the rules of the Takeover Panel, or the FCA disclosure rules or any other similar requirements in place from time to time.
- 7.14 We will not accept new SIPPs wishing to make certain non-standard investments unless advice has been given by a suitably qualified financial adviser with regard to the suitability of the investment.

## 8 Investment managers

- 8.1 If you ask us to, we will direct the trustee to appoint a person (investment manager) chosen by you to:
- open an investment dealing account or platform account to enable you to give instructions to acquire and dispose of investments for your SIPP on an execution only basis;
  - open an account with the investment manager who will advise you on how your SIPP (or any part of your SIPP) should be invested; or
  - open an account with the investment manager who will make investment decisions on your behalf on a discretionary basis in relation to your SIPP (or any part of your SIPP).
- You may ask us to appoint different investment managers for different parts of your SIPP. If you do not ask us to appoint any investment manager, you may be restricted in the types of investment you can instruct us to acquire.
- We reserve the right not to direct the trustee to appoint any person chosen if they do not meet our requirements. These requirements include a requirement that the investment manager is based in the United Kingdom, has the necessary regulatory permissions, will report transactions to us in a timely manner and in a suitable format and will act on instructions given by us. If you are unsure whether your chosen investment manager is acceptable to us please contact us.
- 8.2 You will be responsible for notifying us of the investment manager that you would like to have appointed in respect of your SIPP. Notification may be given verbally or in writing although where given verbally we reserve the right to request that such notification be made in writing. We will not appoint an investment manager in respect of your SIPP without your direction.
- 8.3 Any appointment of an investment manager for your SIPP (or any part of your SIPP) will be on such terms as we direct the trustee to agree with that investment manager. These terms will be available to you and you are responsible for ensuring that the terms of business are acceptable to you, including the fees payable to the investment manager. Any queries in respect of these agreements should be directed in the first instance to your investment manager. We may require you to enter into the agreement with the investment manager alongside the trustee. The investment manager will be responsible for:
- setting up the necessary client account arrangements for your SIPP;
  - the registration and safe custody of investments in relation to which the investment manager is appointed;
  - accounting regularly for all transactions and interest in relation to the relevant investments in a form acceptable to us; and
  - carrying out investment transactions for your SIPP.\*
- \* 8.3 In certain cases we will have arranged formal agreements with the investment manager in respect of all accounts we have with them. Details of those investment managers with whom we have formal agreements are available on request. Any queries in respect of these arrangements should be directed in the first instance to your investment manager.
- 8.4 If you wish to use an investment manager with whom we do not have terms, we reserve the right to charge for agreeing terms to your SIPP and there is no guarantee that the investment manager will be acceptable.
- 8.5 The client account arrangements may include a bank account operated by the investment manager to pay for investments purchased and expenses arising, to receive income arising on investments and to receive the proceeds of investments. Monies in this bank account and investments for which the investment manager is appointed will all be held by the investment manager in accordance with the terms of the trustee's (and, where applicable, your) agreement with that investment manager. These terms may permit the investment manager to pool monies and investments held by the investment manager in respect of your SIPP with monies and investments held by the investment manager for its other customers. Therefore, in the event of any shortfall arising in respect of any monies and/or investments held by the investment manager on the default of the investment manager, your SIPP may not recover all its monies and/or investments and will bear its share in the shortfall proportionately with the other customers of the investment manager.

- 8.6 We will continue to operate the pooled bank accounts alongside any account operated by an investment manager.
- 8.7 Any costs, fees or expenses incurred as a result of the appointment of an investment manager will be met from your SIPP. Where there are insufficient funds available within your SIPP bank account records you agree to either make a contribution into a pooled bank account to cover any shortfall or to settle such amounts personally.
- 8.8 Where an investment manager is appointed on a discretionary or advisory basis you will agree with the investment manager an appropriate investment strategy (after taking into account the level of risk to be assumed). Responsibility for each and every investment transaction and for the short and long term performance of the investments held by an investment manager are entirely matters for you and for the investment manager. You agree that we shall in no way be responsible for the performance of the investment manager or for any of the investments selected by them.
- 8.9 Where an investment is purchased by the investment manager that is not in accordance with the investment guidance notes, we will have the right to instruct the sale of that investment as soon as reasonably practicable after we become aware of its purchase. We will not be responsible for any loss to your SIPP which may arise as a consequence of selling the investment.
- 8.10 You agree that any transaction carried out between your SIPP and yourself, any of your connected parties or any pension scheme or trust of which you or any of your connected parties are a beneficiary must take place at full market value.
- 8.11 We may direct the trustee to terminate the appointment of an investment manager in accordance with the terms of the relevant agreement with the investment manager. We will do this where we become aware that the investment manager ceases to be regulated by the FCA.
- 8.12 Where an investment manager is appointed, you are appointed by us for the purposes of giving investment instructions to the investment manager on our behalf. We may at our discretion at any time remove this authorisation.
- 8.13 You agree that unless we explicitly authorise it, money and investments held with an investment manager may only, except in the course of usual trading, be transferred to us. You are not authorised to transfer cash or assets away from an investment manager.
- 8.14 Neither we nor the trustee are responsible for your choice of any investment manager and are not responsible for any loss caused by any investment manager, or by any nominee, banker, custodian or by any other person providing services to an investment manager unless such loss is attributable, directly or indirectly, to any fraud, negligence, wilful default or breach of regulatory duty on the part of any employee or agent of Curtis Banks.
- 8.15 Neither we nor the trustee will act as investment manager for your SIPP.
- 8.16 Where the investment manager has a datafeed in place with us for reporting on all transactions made through your SIPP, if such datafeed fails or is discontinued for whatever reason, we may require you on or before the expiry of 30 days' notice in writing from us to appoint a replacement investment manager approved by us.
- 8.17 In exceptional circumstances, we may permit your SIPP to borrow for the purpose of acquiring investments. Such borrowing must be agreed by us on a case-by-case basis, and must be facilitated through your investment manager. Borrowing will only be permitted for sums which are within the limits set out in section 182 of the Finance Act 2004.\*

\* 8.17 Under legislation, if borrowing is agreed by us, you may be able to borrow up to 50% of the net fund value of your SIPP calculated at the time of borrowing. This includes any existing borrowing. Your SIPP can't borrow from another client's pension.

## 9 Investment instructions

- 9.1 Where an investment manager has been appointed for your SIPP (or any part of your SIPP) you are required to give all investment instructions direct to the investment manager for that part of your SIPP.
- 9.2 You may give us (or any relevant investment manager appointed in accordance with these terms) instructions to acquire or sell an investment for your SIPP. Where we are instructed, we in turn will direct the trustee to acquire or sell that investment.
- 9.3 All instructions to us to make changes to investments must be given by secure messaging via our website. Other methods of communication can be agreed on an individual basis in exceptional circumstances, in advance of the instruction being given.
- 9.4 An instruction given either to us or to an investment manager to acquire an investment will be subject to:
- the limitations set out in the investment guidance notes on the types of investment that may be acquired;
  - the minimum investment size, if any, for that type of investment;
  - the retention in the pooled bank accounts of any minimum balance in your SIPP bank account that may be specified by us;
  - the appointment of an investment manager where we so require;
  - the completion by you of additional documentation if requested by us, for example, if you wish to purchase a property;
  - payment of fees to us in accordance with the schedule of fees;
  - the legislation applicable to registered pension schemes;
  - all other relevant statutory provisions; and
  - any other provisions of these terms.
- 9.5 We will be entitled not to direct the trustee to acquire an investment in accordance with your instructions if:
- your instructions are not given to us in our required format;
  - insufficient cleared funds are recorded in your SIPP bank account records;
  - you cancel a transfer into your SIPP to which the investment instructions relate;
  - in our reasonable opinion, the carrying out of the instruction is impossible, unlawful or contrary to any agreement by which we or the trustee are bound, or to any applicable court order;
  - we have given you notice to transfer your SIPP to another registered pension scheme in accordance with these terms and in our reasonable opinion the investment is illiquid (i.e. there is not an active market for the investment and it may therefore be difficult to sell) or it is not possible to complete the purchase of the investment before the date on which your SIPP must be transferred;
  - in our reasonable opinion, the purchase of such an investment may impose tax or other costs on Curtis Banks or your SIPP or expose Curtis Banks or your SIPP to liabilities which in each case your SIPP may not be able to meet;
  - in our reasonable opinion, acquiring any investments may require an offer to be made to purchase further shares in accordance with the City Code on Takeovers and Mergers or any other code or legislation in force from time to time, or any further assets;
  - in our reasonable opinion, making or holding the investment may give rise to an unauthorised payments charge, unauthorised payments surcharge or a scheme sanction charge, each in accordance with the Finance Act 2004; or
  - in our reasonable opinion, making or holding the investment may expose Curtis Banks or their directors or employees or members of their families to threats of or actual violence.
- We will tell you if we direct the trustee not to acquire an investment.
- 9.6 The proceeds of any investment sale or encashment will not be reinvested until such time as cleared monies have been credited to a pooled bank account and recorded in your SIPP bank account records.

- 9.7 We will be entitled not to direct the trustee to dispose of an **investment** in accordance with **your** instructions if:
- your** instructions are not given to us in **our** required format; or
  - in **our** reasonable opinion, the disposal of the **investment** is impossible, unlawful or contrary to the **terms** of any agreement by which **we** or the trustee are bound, or to any applicable court order.
- We will tell you if we direct the trustees not to dispose of an **investment**.
- 9.8 We will transmit for dealing any instructions we receive in accordance with these **terms**. We will not be responsible for any loss between the time an **investment** instruction was received and when it was transmitted for dealing unless that delay results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of any employee or **agent** of Curtis Banks. We will not be responsible for any non-performance on behalf of any third party responsible for executing the deal, including a fund manager or provider.
- 9.9 Monies will be held in a **pooled bank account** and recorded in **your SIPP bank account records** where:
- you have not asked us to appoint an **investment manager** and have given us no instructions as to the **investment** or application of the whole or any part of any monies paid to us by way of **contribution** to, or transfer into, **your SIPP**;
  - any instructions that we receive from you or any **investment manager** cannot be implemented; or
  - the implementation of any instruction is pending.
- 9.10 If any **investment** or **property** transaction is to be carried out between **your SIPP** and you or any of **your connected parties** then the transaction must take place at **market value**.
- 9.11 Where an **investment manager** is appointed, we are entitled to direct that **investment manager** not to acquire an **investment** in the circumstances referred to in paragraph 9.5 and we may direct that **investment manager** not to dispose of an **investment** in the circumstances referred to in paragraph 9.7. We will tell you if we direct the **investment manager** in accordance with this paragraph 9.11.

## 10 Investments in property

- 10.1 Where we are to acquire part or the whole of a **property**, the trustees will be the legal owner of the **property** and will be registered as the legal owner at the relevant land registry, subject to paragraph 10.2 and 10.3.
- 10.2 Any **property** interest held jointly between the trustee and a third party will require a declaration of trust to be completed in a similar form to the co-ownership agreement mentioned at paragraphs 10.11 to 10.13.
- 10.3 Where we are to acquire an interest in a **property** syndicate, the **nominee** will be the legal owner of the **property** and will be registered as the legal owner at the relevant land registry. The **nominee** and any other **trustee** will hold **our** interest in the **property** on trust for the relevant trustee company under the terms set out within the agreement between the **nominee** and any additional trustee, the relevant trustee company, you, any other investors and any other third parties with a duly held interest in the **property**. For the avoidance of doubt the trustee accepts no liability for the ancillary obligations directed to investors personally under this arrangement.

### Property acquisition

- 10.4 On receipt of the original fully completed **property** form giving details of the **property** and how the proposed purchase or transfer is to be funded, including details of any co-investors and your choice of **third party professionals**, we will begin the process of evaluating its allowability within the SIPP and, if appropriate, begin acquiring the **property** (or a partial interest in the **property**).
- 10.5 A **property** (or partial interest in a **property**) to be acquired from a **connected party** must be acquired at the **market value** that has been advised to us by a **valuer** that is agreeable to the trustees.
- 10.6 You and any co-investors cannot commit us to purchase a **property** at auction unless we have completed our due diligence in advance of the auction and we have provided our consent. The **lead investor** must therefore contact us at least 4 weeks in advance of the relevant auction. As we are reliant on **third party professionals**, we cannot provide any guarantee that all requirements will be satisfied or due diligence completed before the date of the auction or that we can complete the purchase within the timeframe required by the auctioneer.
- 10.7 You and any co-investor cannot commit us to a date of exchange or completion of the acquisition. These dates will be determined by us. We will not be liable for any losses or liabilities arising as a result of failure to meet a timeframe determined by any **investor**.
- 10.8 We will only exchange contracts (or agree to the exchange of contracts) if:
- we hold sufficient cleared monies to proceed with the acquisition (including through a loan agreed in accordance with our requirements);
  - a report on title in a form acceptable to us is received confirming that:
    - the title to the **property** is good and marketable;
    - the appropriate search results are satisfactory;
    - all prior detrimental **terms** will be removed on completion of the acquisition; and
    - all rights and reservations have been appropriately dealt with.
  - we receive confirmation that:
    - a **tenancy agreement** is in place for each tenant occupying the **property** with **terms** acceptable to us; or
    - a **tenancy agreement** in our standard form will be put in place on completion.
  - a valuation in accordance with our requirements has been received;
  - all applicable documents including where appropriate:
    - the loan agreement and related documents; and
    - an agreement with the **property manager** on our **terms** are signed and validly in place (or will be completion);
  - there are no known environmental issues highlighted within the environmental report at the time of acquisition;

- g. the property can be insured on terms acceptable to us;
  - h. an Asbestos Survey and an Asbestos Register and Management Plan where required have been prepared by a suitably qualified person in accordance with the Control of Asbestos Regulations 2012;
  - i. a valid energy performance certificate (where relevant) has been received by us and the investors comply with our requirements at that time for the acquisition of a property. Our requirements will be set out in the *property guide*. (The *property guide* does not form part of these terms and is for information only); and
  - j. where the property is to be VAT elected or transferred as a going concern, we have received all of the required information and confirmations from third party professionals to enable the transaction to proceed.
- 10.9 Where we are to acquire the whole of the property, then:
- a. upon exchange of contracts, we will make arrangements for insuring the property, either through the block policy or via your chosen insurer. You must inform us of which insurer to deal with.
  - b. upon completion we will arrange for the title deeds to be held by a third party professional.
- 10.10 We reserve the right not to proceed with the property acquisition at any point in the acquisition process due to the property failing to meet our due diligence requirements or if any of the information on the *property form* is found to be materially incorrect.

## Joint investors

- 10.11 Upon completion of our acquisition of a property (or of our partial interest in a property) to be held on behalf of more than one investor, you agree to complete a co-ownership agreement with your co-investors confirming the share (and where appropriate, the share of any loan) attributed to each investor's pension.
- 10.12 You will nominate a lead investor as a point of contact for us. You agree that any decision made by the lead investor will be binding on you and that any correspondence we send to the lead investor shall be considered as having been sent to you.
- 10.13 The lead investor can be changed by all co-investors giving written confirmation to us. Where we consider that the lead investor is not fulfilling this role or is unable to fulfil this role, we will correspond with all investors and a replacement lead investor must be appointed. Where agreement between the investors cannot be reached, we reserve the right to dispose of the property.

## Borrowing

- 10.14 Borrowing will only be permitted for sums which are within the limits set out in Section 182 of the Finance Act 2004. Borrowing is only allowed for the purpose of property acquisition or building works if required to meet the cash needs of your SIPP or for any other purpose that we at our discretion shall allow.\*

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\* 10.14 You can borrow up to 50% of the net fund value of your SIPP calculated at the time of the borrowing. This includes any existing borrowing. Your SIPP can't borrow from another investor's pension.

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- 10.15 The borrowing must:
- a. be arranged by us in the name of the trustees of the SIPP; and
  - b. be from a UK commercial high street lender, or at our discretion from you or another third party subject to where the borrowing terms exceeds 12 months and a comprehensive mortgage offer is also provided, on the terms and servicing acceptable to us including our liability under the loan for your SIPP's share of the loan being limited to the value of the assets of your SIPP; and
  - c. be documented in writing and secured (if the purpose is to acquire or refinance a property) and where there is joint borrowing between investors or with a third party the trustee must take a separate loan agreement for the borrowing provided to your SIPP and a letter of appropriation or equivalent to ring-fence the assets of your SIPP.

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\* 10.15 The property may be repossessed by the lender if you or your co-investors do not keep up repayments on the loan. The lender may be entitled to charge fees for missed or late payments.

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- 10.16 Where the property is to be held on behalf of more than one investor, each investor's share of the loan payments will be paid in proportion to the investor's share of the loan.
- 10.17 We reserve the right to refuse to arrange a loan if:
- a. we consider that the rental income from your SIPP's share of the property is insufficient to cover ongoing costs; or
  - b. the property is vacant and a float acceptable to us is not put in place.
- 10.18 For properties owned by us, we will require your written request and agreement from the lender if you wish to pay a lump sum towards loan redemption.

## Third party professionals

- 10.19 After the acquisition of the property, for subsequent transactions and day-to-day management relating to the property, the lead investor will be required to specify the investors' choice of third party professionals in writing to us. We reserve the right to select a third party professional if we have not received the investors' choice within a reasonable period of time from our request.
- 10.20 We must instruct the third party professional as we will be the third party professional's client.
- 10.21 Sufficient money must be available in your SIPPs to cover your share of the costs of the third party professionals before we will instruct them.
- 10.22 We cannot guarantee the service of third party professionals. If we or you are dissatisfied with the service provided, we may make a claim or complaint as appropriate.
- 10.23 We require the lead investor's written instructions to enable us to replace the third party professional.
- 10.24 We reserve the right to:
- a. in exceptional circumstances appoint a third party professional without your or your co-investors' approval of:
    - i. the third party professional, or
    - ii. the third party professional's costs;
  - b. refuse to appoint a third party professional of you or your co-investors' choice:
    - i. that is not appropriately qualified; or
    - ii. due to any experience of poor past performance of that third party professional;
  - c. terminate the appointment of a third party professional where the service provided to us is not adequately protecting our interest and in such instances we will request an alternative choice of third party professional from the lead investor.
- 10.25 We reserve the right not to attend any meetings, mediation, hearings or conferences in relation to the management of, or disputes relating to, the property. We may require that a third party professional is appointed to attend on our behalf.

## Property management - properties owned by us

- 10.26 For a property owned by us:
- a. the lead investor may request us in writing to appoint a property manager.
  - b. we will require a property manager to be appointed where there are:
    - i. obligations within the tenancy agreement that cannot be or are not delegated to the tenant;
    - ii. residential parts of the property; or
    - iii. common areas of the property such as stairwells or shared facilities.
- 10.27 Where we have appointed a property manager:
- a. the property manager must enter into an agreement with us on our terms; and
  - b. we reserve the right to terminate the appointment of a property manager where they fail to comply with the terms of their appointment.

- 10.28 We will be responsible for the following activities:
- a. maintaining records relating to the **property**;
  - b. dealing with tenant and third party enquiries;
  - c. arranging and renewing the **property** insurance in accordance with Paragraphs 10.59 to 10.63;
  - d. arranging valuations of the **property** in accordance with Paragraphs 10.55 to 10.58;
  - e. settling loan payments in accordance with Paragraphs 10.14 to 10.18;
  - f. where applicable, reclaiming or paying VAT for VAT elected properties on receipt of an appropriately addressed VAT invoice;
  - g. managing **building works** in accordance with Paragraphs 10.46 to 10.54;
  - h. where the **property** is leasehold, complying with the obligations on us to the freeholder of the **property**;
  - i. taking appropriate action where a breach of the tenancy agreement has been identified;
  - j. settling your **SIPP's** share of all **costs** that are not the responsibility of the tenant on receipt of an appropriate invoice;
  - k. invoicing and collecting rent and other sums due under the **tenancy agreement** and where required, pursuing any late payments in accordance with normal commercial arrears processes; and
  - l. managing all tenancy events and tenant transactions which require our consent under the **tenancy agreement**, including but not limited to:
    - i. rent reviews;
    - ii. renewals;
    - iii. surrenders; and
    - iv. assignments.
- 10.29 Where we have appointed a **property manager**, the **property manager** will carry out activities on our behalf in accordance with the **terms** of their appointment.
- 10.30 **Property** inspections must be undertaken by **third party professionals** we appoint in accordance with these **terms**.
- 10.31 You have a responsibility to inform us (or where appropriate the **property manager**) of any material issues or changes to the **property** of which you should reasonably be aware. We may require an inspection to be undertaken if we have concerns about the **property** condition or occupancy status.
- 10.32 We (or the **property manager** on our behalf) will manage the **property** in a way that does not present undue legal, commercial, environmental or reputational risk to us as determined by us at our sole discretion. Where appropriate, this will be after consultation with the **lead investor** but we will not be obliged to take into account any representations any **investor** gives to us. We will advise the **lead investor** in a timely fashion of any decisions we make.

## Occupation of the property

- 10.33 Occupation of the **property** is not permitted without a **tenancy agreement** being in place on **terms** agreeable to us. The **tenancy agreement** should be a full repairing and insuring lease where appropriate.
- 10.34 In respect of a **property** that is owned by us, we will be the landlord under the **tenancy agreement**.
- 10.35 You agree to notify us if a tenant is a **connected party**.
- 10.36 Where a **connected party** is the tenant, the **tenancy agreement** and activities relating to it must be carried out at an 'arm's length transaction' basis on the advice of a **valuer** in accordance with our requirements.
- 10.37 We do not undertake credit checks on tenants and will not be liable for any losses associated with the failure of any tenant to meet the obligations contained within the **tenancy agreement**.
- 10.38 We reserve the right to require that a guarantor be a party to the **tenancy agreement** or a rent deposit be made and documented by way of a rent deposit deed.

- 10.39 If a tenant is in default of its obligation to pay amounts due under the **tenancy agreement**, your **property** will bear its share of the **costs** associated with pursuing:
- i. the tenant (where we own the **property**); or
  - ii. the **nominee** (where we hold a partial interest in the **property**) for the arrears and where appropriate, bringing the **tenancy agreement** to an end. We will always pursue arrears in respect of a tenant who is a **connected party** unless advice from an appropriate **third party professional** is received which allows us to write-off all or part of the arrears.
- 10.40 Where the **tenancy agreement** contains a rent review and the tenant is not a **connected party**, the **investors** can choose to waive the right to the rent review by the **lead investor** informing us in writing in good time before the rent review is due.
- 10.41 Where the **tenancy agreement** contains a rent review and the tenant is a **connected party**, a **valuer** must confirm to us whether it is reasonable or not to proceed with the rent review.
- 10.42 Where we are required or requested to undertake a tenancy transaction which requires our consent as landlord, the **lead investor** will be required to inform us of the chosen **third party professionals** to advise us and document the **terms** of the transaction.
- 10.43 Where a tenant is a **connected party** and remains in occupation of the **property** following the expiry of the **tenancy agreement**, we reserve the right to instruct **third party professionals** of our choice to deal with and document a new **tenancy agreement** or secure possession of the **property** as appropriate.

## Vacant property

- 10.44 Where either the whole or part of a **property** is vacant:
- a. your **SIPP** will be responsible for meeting your **SIPP's** share of the **costs** associated with that vacant part;
  - b. you will be required by us to maintain a float in the **SIPP bank account records** for this purpose. The float required will be advised by us to you during the acquisition process or following the vacation of the **property** by the tenants and will be dependent on the potential liabilities of the **property** to be met on an ongoing basis;
  - c. the **property** must be kept secure and in accordance with the *property insurance notes* if applicable;
  - d. a key must be made available to us or our **agent** on request; and
  - e. any occupying person or party will be considered a trespasser and where we own the **property**, we will appoint a **third party professional** of our choice to recover possession of the **property** or formalise the occupation by way of a **tenancy agreement**.
- 10.45 Where we own the **property** and a **property manager** has not been appointed and either the whole or part of the **property** becomes vacant we:
- a. may appoint a **third party professional** of our choice to ensure that the obligations for the upkeep of the **property** and the requirements of the *property insurance notes* are complied with; and
  - b. will appoint a **third party professional** of our choice to undertake any works or action to ensure compliance with statutory requirements or to mitigate any undue legal, environmental or commercial risk.

## Developing property

- 10.46 **Building works** may only be undertaken with our prior written agreement.
- 10.47 Before we will agree to proceed with **building works** we require that:
- a. any appropriate statutory permissions, regulatory requirements, including planning, are obtained by the **investors** or an appropriate **third party professional**;
  - b. you obtain quotes from at least two independent contractors which are addressed to the **trustee**;

- c. your SIPP's share of the money required for the building works and any associated VAT are in your SIPP bank account records or lending has been arranged before the contracts are signed by us and before the building work has started. This money can only be used for building works at the property as previously agreed by us and will be ring-fenced for this purpose; and
  - d. appropriate third party professionals are appointed to act on our behalf and document the transaction accordingly.
- 10.48 Where we own the property, any contractor must:
- a. be a member of the Construction Industry Scheme or equivalent to regulate the appointment of the contractor;
  - b. work to a fixed price; and
  - c. use and agree to our standard contract documentation.
- 10.49 You agree to notify us if a contractor is a connected party.
- 10.50 Where a contractor is a connected party, we may require advice from an appropriate third party professional to confirm that the building works have been priced at a fair and commercial rate and the extent of the contracting services is reasonable.
- 10.51 VAT payable on building works can only be recovered by Curtis Banks Group where the necessary VAT exemption over the property has been waived by us in advance of the building works commencing and an invoice from the relevant party addressed to Curtis Banks Group is received by us.
- 10.52 We require that any proposed building works must maintain or add capital and/or rental value to the property. A valuer will be required to advise us of and document the new rental value which if applicable, must take effect immediately on completion.
- 10.53 Building works must not result in the property becoming taxable property. Although your property can pay for your SIPP's share of the cost of obtaining residential planning permission, this planning permission cannot be acted on.
- 10.54 If any of our requirements are not complied with, we reserve the right to refuse to settle any cost associated with the building works undertaken or anticipated.

## Valuations

- 10.55 A valuation of the property will only be accepted from a valuer and must be addressed to the trustees. The valuation should be in accordance with RICS Valuation - Professional Standards (the 'Red Book') and we must be the party instructing the valuer to ensure our requirements are met.
- 10.56 A current capital market value and/or current reinstatement valuation of the property will be required:
- a. before we acquire a property (or a part interest in a property);
  - b. when we dispose of a property (or a part interest in a property)
    - i. to a connected party;
    - ii. in accordance with a group investment agreement;
  - c. for insurance purposes in accordance with the *property insurance notes*;
  - d. where there are building works at the property;
  - e. if you or a co-investor wish to take pension benefits;
  - f. if you are taking capped drawdown and your income limits are to be reviewed;
  - g. when you (or a co-investor) reach age 75; or
  - h. at any other time to comply with HMRC or legislative requirements.
- 10.57 A current rental valuation of the property will be required:
- a. for a new tenancy agreement, surrender, renewal or variation of a tenancy agreement where the tenant is a connected party;
  - b. for rent reviews in accordance with the tenancy agreement;
  - c. for the purpose of rent concessions and rent payment plans; or
  - d. where there are building works at the property.
- 10.58 Where we are acquiring a property (or a partial interest in a property) that is subject to on-going building works, we require that the valuer re-inspects the property prior to completion of the acquisition in order to confirm that the building works have been carried out or are being carried out to the agreed standard.

## Insurance

- 10.59 Unless another party is responsible for the insurance of the property, all properties owned by us will be insured on our block insurance policy on terms as determined by us and set out in the *property insurance notes*.
- 10.60 The insurance premiums will be payable from your SIPP and will be re-charged to the tenant(s) where provided for within the tenancy agreement(s).
- 10.61 In the event that a claim is made on the policy and this is rejected by the insurer, we do not accept any liability for any resulting loss to your SIPP.
- 10.62 It is the investors' joint responsibility to keep us informed of all significant changes relating to the property's occupation or upkeep. Failure to do so may invalidate the insurance cover and we do not accept any liability for any resulting loss to your SIPP.
- 10.63 We reserve the right to change the block insurance policy provider at any time without notice to you.

## Disposal of a property

- 10.64 You may request in writing that we dispose of the whole or part of a property or a part interest in a property.
- 10.65 We will only agree to dispose of part of a property where that part is capable of being physically split from the remainder of the property.
- 10.66 You may request us to dispose of your SIPP's share in a property where that part is to be transferred to another pension provided by us in accordance with the group investment agreement.
- 10.67 You agree to notify us if the disposal is to be to a connected party.
- 10.68 Where the disposal of the property is to a connected party, a valuation of the property must be undertaken in accordance with our requirements.
- 10.69 Where a tenant is a connected party and there are arrears under the tenancy agreement, we will only start the sale process if the arrears are settled or the buyer has agreed to purchase the arrears. Where a transfer to another pension scheme is requested we will notify that pension scheme of arrears relating to the property.
- 10.70 We may dispose of the property where:
- a. the property;
    - i. becomes taxable property;
    - ii. does not comply with relevant regulation or legislation; or
    - iii. presents undue legal, commercial, environmental or reputational risk to us or your SIPP as determined by us at our sole discretion, which cannot be mitigated on what we consider to be reasonable terms;
  - b. we become aware that information previously provided is materially incorrect or misleading;
  - c. your SIPP (or a co-investor's pension) has liabilities that need to be met;
  - d. an investor repeatedly fails to co-operate or displays unreasonable behaviour including but not limited to abuse, offence, threatening language or dishonesty;
  - e. you fail to comply with these terms or a co-investor fails to comply with the terms of their pension;
  - f. we deem there is to be irreconcilable differences between the co-investors which in our reasonable opinion, makes the ongoing administration of your SIPP unworkable.
- 10.71 Where we decide to dispose of the property we will:
- a. give all investors 30 days' written notice;
  - b. instruct third party professionals of our choice; and
  - c. offer the property for sale on the open market or place the property in the next available auction of our choice.
- 10.72 Where we are unable to dispose of the property at a price previously advised by a valuer, auctioneer, or requested by the lead investor, we will sell the property at the best available price.

## 11 Pension benefits

- 11.1 You may normally choose to crystallise part or all of your SIPP at any time on or after your 55th birthday.
- 11.2 You may be able to crystallise part or all of your SIPP before age 55 if:
- we are satisfied that you are, and will continue to be, incapable of carrying on your current occupation due to physical or mental impairment. You will have to provide any medical evidence that we require;
  - you had transitional rights at 6 April 2006 to a protected pension age under Schedule 36 of the Finance Act 2004 and you satisfy the conditions; or \*
  - you satisfy the conditions for a serious ill health lump sum.
- \* 11.2 This protects pension rights built up under the pensions tax regime in force before 6 April 2006. Please contact your adviser for further details.**
- 11.3 When you crystallise part or all of your SIPP to draw benefits, you can normally choose to take up to 25% of the amount crystallised (subject to the lifetime allowance) as a pension commencement lump sum without incurring a tax charge. A higher or lower amount may be available if you had transitional rights at 6 April 2006 under Schedule 36 of the Finance Act 2004 and you satisfy the conditions.
- 11.4 If the value of the benefits crystallised exceeds your personal lifetime allowance, there will be a tax charge (set by HMRC) on the excess if it is paid as a lump sum or if you take it as pension income.
- 11.5 The remainder of the amount crystallised after the payment of any pension commencement lump sum, any lifetime allowance excess lump sum and any lifetime allowance charge will be allocated to provide a pension income for you in the form of:
- flexi-access drawdown taken from your drawdown pension fund.
  - a lifetime annuity bought from an insurance company you choose;
  - capped drawdown taken from your drawdown pension fund. This option is only available if:
    - you crystallised part of an arrangement to capped drawdown before 6 April 2015; and
    - that part of the arrangement is still in capped drawdown; or
  - a combination of these.
- You do not have to start taking a pension income until you choose to.
- 11.6 For capped drawdown:
- the amount of capped drawdown you take each year must not exceed the maximum amount allowed under Schedule 28 of the Finance Act 2004;
  - we will recalculate the maximum amount every 3 years (called a reference period) and each year after you have reached age 75.
  - we will also recalculate the maximum amount:
    - each time you crystallise a further portion of an arrangement;
    - if you choose to buy a lifetime annuity with part or all of your drawdown pension fund;
    - because of the application of a pension sharing order; or
    - if we agree to your request, received by us before the end of the current reference period, to end the current reference period and start a new reference period.
  - you can instruct us to convert your pension income from capped drawdown to flexi-access drawdown.

For any recalculation, all assets within the scheme must have a current market valuation. In some instances (e.g. commercial property or unquoted shares) an independent valuation will be required. We will inform you if an independent valuation is required; the cost of which will be borne by your SIPP.

- 11.7 The following apply to flexi-access drawdown and capped drawdown:
- we will pay your pension income monthly unless you ask us to pay it quarterly, half-yearly or yearly. We will make the payments by direct credit to your personal bank account. We will stop payments when you die;
  - you can ask us to increase, reduce, stop or restart payments or make one-off payments from time to time. If you wish to change the level of your payment you must ask us at least 10 business days before the payment date and have provided the request in our required format;
  - you must ensure that sufficient cleared monies are held in a pooled bank account (as recorded in your SIPP bank account records) 10 business days before the payment date or we may not make the payment; and
  - you can choose to buy a lifetime annuity at any time with part or all of the drawdown pension fund.
- 11.8 If you choose to buy a lifetime annuity, you must select the features that you require on the contract\*.
- \* 11.8 A lifetime annuity must be purchased from an insurance company: we do not offer this.**
- 11.9 Instead of crystallising part or all of your SIPP you may be able to choose an “uncrystallised funds pension lump sum” from part or all of the uncrystallised part of the SIPP fund. 25% of the uncrystallised lump sum will be tax-free. You must meet the conditions required by applicable legislation and HMRC rules at the time. Please speak to your adviser or contact us directly for more details.
- 11.10 A tax charge may arise as a result of taking a pension commencement lump sum if you have recycled the lump sum in whole or part. Recycling will arise if:
- the amount of contributions from all sources paid to all registered pension schemes in respect of you is greater than 30% more than might have been expected based on previous contributions; and
  - the pension commencement lump sum plus any similar lump sums from any registered pension scheme taken in the previous 12 months exceeds the current allowable limit; and
  - the cumulative amount of the additional contributions exceeds 30% of the pension commencement lump sum; and
  - the recycling was pre-planned.
- This is not a full definition. Full details are in Schedule 29 of the Finance Act 2004. Please consult your adviser for more details.
- 11.11 Should a tax charge arise, you agree that such tax charge shall either be paid by your SIPP or paid by you personally as the case may be.

## 12 Serious ill health lump sum

- 12.1 If both the following conditions apply, you can take all the uncrystallised benefits from an arrangement as a lump sum:
- you have provided evidence from a registered medical practitioner that you are expected to live for less than one year; and
  - you have not used up all of your lifetime allowance.
- 12.2 If you are aged 75 or older at the date of payment, we will deduct income tax from the lump sum.

## 13 Death

- 13.1 We will decide who should receive death benefits, and how much, from the list of beneficiaries described in the **trust deed and rules**. You can however notify us of your wishes by completing an expression of wishes form (available as part of the application form or on request) which we will consider prior to paying any death benefits.
- 13.2 You may wish for any lump sum death benefits payable on your death to be paid to a trust. We are unable to provide any advice as to the validity of any trust and you should take your own professional advice on this.
- 13.3 If you die, we may pay a lump sum to each **beneficiary** who may receive benefits. If you are aged 75 or older at your death, we will deduct tax from each lump sum, unless:
- you do not have any **dependants**; and
  - you have nominated that the lump sum is to be paid to a charity or charities of your choice.
- Payments to individual beneficiaries will be subject to tax at the appropriate rate.
- 13.4 Each **beneficiary** may choose **flexi-access drawdown** instead of receiving part or all of their lump sum.
- 13.5 If a **beneficiary** is also a **dependant** of the original member of the scheme, the **dependant** may choose a **lifetime annuity** bought from an insurance company chosen by the **dependant**:
- instead of receiving part or all of the lump sum; or
  - from their **drawdown pension fund**.
- 13.6 The following apply to **capped drawdown** and **flexi-access drawdown** for each **beneficiary**:
- the **beneficiary** must agree to be bound by these terms;
  - we will pay the pension as directed by the **beneficiary** on the following terms:
    - monthly;
    - quarterly;
    - half-yearly; or
    - yearly.

We will make the payments by direct credit to the **beneficiary's** personal bank account. We will stop payments when the **beneficiary** dies;
  - the **beneficiary** can ask us to increase, reduce, stop or restart payments or make one-off payments from time to time. If the **beneficiary** wishes to change the level of their payment they must ask us at least 10 **business days** before the payment date;
  - the **beneficiary** must ensure that sufficient cleared monies are held in the **pooled bank accounts** (as recorded in the **SIPP bank account records**) 10 **business days** before the payment date or we may not make the payment.
- 13.7 If at 5 April 2015 a **dependant's** benefits were provided under **capped drawdown**, then the amount of **capped drawdown** taken each year must not exceed the maximum amount allowed by relevant legislation and **HMRC** rules. We will recalculate the maximum amount every 3 years and each year after the **dependant** reaches age 75. If benefits were **crystallised** before 6 April 2011, there are transitional rules for when the maximum amount will first be calculated after that date.
- 13.8 A **beneficiary** who is receiving benefits under this section 13 can instruct us to provide **flexi-access drawdown** instead of **capped drawdown**. Under **flexi-access drawdown** there is no limit to the amount that can be withdrawn.
- 13.9 If a **beneficiary** dies, the provisions of this section 13 will apply as if references to you are to the deceased **beneficiary** except:
- a **lifetime annuity** can only be chosen by a **beneficiary** who is a **dependant** of the original member of the scheme; and
  - a lump sum payment to a charity or charities is not available if the original member of the scheme has a **dependant**.

## 14 Transfers out

- 14.1 You can request us by written notice to transfer the value of your **SIPP** to another **registered pension scheme** or to a **qualifying recognised overseas pension scheme** at any time, subject to applicable legislation and **HMRC** rules. This will be done as soon as is reasonable following your instruction.
- 14.2 A transfer out may be made in cash or in **specie**. You will be required to notify us in writing how you wish for the transfer out to be completed. It may not always be possible to comply with your request, i.e. we may not be able to sell certain **investments** in order to carry out a transfer in cash or transfer **investments in specie** to your new pension provider. Where this is the case we will notify you and make you aware of your options.
- 14.3 We will only complete a transfer out once payment of all fees and costs have been paid. If you instruct us to transfer out in **specie** and there is inadequate cash within your **SIPP** to settle any outstanding fees or costs, we reserve the right to sell **investments** in accordance with our **order of disposal policy**, a copy of which is available on request, in order to cover the payment of those fees or costs prior to completing the transfer out.
- 14.4 Any annual fee already paid or due to be paid to us prior to a transfer out being requested will not be rebated either in full or in part. This paragraph 14.4 will not apply where the transfer is made in relation to paragraph 25.4 or paragraph 25.6.\*
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- \* 14.4 Where the transfer is made in relation to paragraphs 25.4, any annual fee already paid to us will not be refunded to you in full or in part.
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- 14.5 If you transfer your **SIPP** to another provider, we may receive small payments after the transfer has been made, e.g. dividends or interest, and we reserve the right to retain these payments if it is not economical or possible to forward them to a new provider.

## 15 General provisions on the payment of benefits and transfers out

- 15.1 We are required to obtain a true market value for your SIPP in the following circumstances:
- you crystallise part or all of your SIPP to flexi-access drawdown before age 75;
  - you crystallise a further part of an arrangement to capped drawdown before age 75;
  - a lifetime annuity is purchased before age 75;
  - you die before age 75;
  - you reach age 75;
  - where required for the application of a pension sharing order;
  - you request us to make a transfer to a qualifying recognised overseas pension scheme before age 75; or
  - we need to, or you request us to, carry out an income limit review under capped drawdown.
- This means that we will fully reconcile your SIPP and obtain current values for the investments, including property, held. For property and certain unquoted investments this means that a suitably qualified valuer must be appointed to provide a current valuation.
- 15.2 If we agree, we may direct the trustee to transfer assets out of your SIPP:
- to you in satisfaction of certain benefits payable under your SIPP;
  - to another registered pension scheme or qualifying recognised overseas pension scheme;
  - to the person receiving benefits after your death; or
  - in accordance with any court order.
- 15.3 We will not pay benefits, purchase a lifetime annuity or make a transfer in accordance with these terms and the trust deed and rules unless:
- we have received a signed instruction from you or the appropriate person to make the relevant payment or transfer;
  - we have received all required documentation and information from you or the appropriate person that we in our reasonable opinion believe is necessary;
  - we have received all charges due to us; and
  - all costs chargeable to your SIPP and all liabilities of your SIPP (including all costs arising in relation to any benefit payment, lifetime annuity purchase or transfer) have been satisfied.
- 15.4 Where the trustee is unable to realise or transfer all or any of the investments of your SIPP, or is unable to do so on what we consider to be reasonable terms, we may in our absolute discretion defer the payment of benefits, the purchase of a lifetime annuity or a transfer payment out requested under these terms until the trustee is able to realise the relevant investments (or able to do so on what we consider to be reasonable terms) and has received the cleared funds. We may also defer the transfer of all or any of the investments of your SIPP where it is impracticable or impossible to give effect to the transfer, until it becomes practicable or possible (as appropriate) to do so. We will inform you of any deferral under this paragraph 15.4.
- 15.5 Where the trustee has been unable to realise an investment, or has been unable to realise it on reasonable terms, we may, if we so choose:
- direct the trustee to transfer that investment to you in part or full satisfaction of any payment of benefits under your SIPP; or
  - require you to buy the investment from the trustee at fair market value or £1, whichever is the greater.
- You must do all things and execute all documents that we may reasonably require to give effect to our rights under this paragraph.
- 15.6 After satisfaction of all liabilities of your SIPP and transfer of all assets out of your SIPP or payment of all benefits under your SIPP, we will close your SIPP and you will cease to be a member of the scheme.

## 16 Valuation and reporting

- 16.1 Your ability to view current valuations of investments online will be dependent on us being able to receive regular data in respect of the investment. Not all investments are valued regularly and not all investment managers supply regular data.
- 16.2 At least once each year, we will provide you, without additional charge, with a report which will include a formal valuation of your SIPP calculated as at the reporting date. The reporting date will usually be the first day of the calendar month in which the anniversary of the establishment of your SIPP falls, but we reserve the right to amend the reporting date by written notice to you. You may request us to provide such statements more frequently or on a different date, but we reserve the right to make an additional charge for providing statements in those circumstances.
- 16.3 The formal valuation of your SIPP is based on totalling the value of the assets of your SIPP at the reporting date less the value of its liabilities at that date. Where there are no published prices for an investment (for example, property or an unquoted investment) it will usually be valued at its original cost price or last valuation where available. Subject to HMRC and other regulatory rules, we may, from time to time, adopt such valuation rules as we in our opinion consider appropriate.
- 16.4 You should review the formal valuation issued within three months of receipt by you or your adviser and tell us of any discrepancies so that these can be promptly corrected.
- 16.5 Where we are required by legislation or other regulations to value your SIPP at market value, we will arrange for your SIPP's investments to be so valued. This will include, but is not limited to, the appointment of an appropriately qualified valuer in respect of unquoted investments and commercial property. Where we need to appoint such a valuer we will notify you in advance for confirmation of the valuer you wish us to use and agreement to the valuer's fees. If you do not reply within 30 days we reserve the right to appoint a valuer of our choice to carry out the valuation. The valuer's fees and any other costs associated with the valuation will be payable from your SIPP.

## 17 Agents

- 17.1 You may authorise one or more persons (each an agent) to act on your behalf in relation to your SIPP, including:
- to give instructions;
  - to request the appointment of an investment manager; and/or
  - to receive communications in relation to your SIPP.
- For example, you may wish to appoint an investment professional and/or a financial adviser to do all or any of these things for the purposes of these terms on your behalf. Any such authority must be given in the application form for your SIPP or in such other form as we may require.
- 17.2 If you appoint an agent, references in these terms to "you" will include your agent.
- 17.3 We are entitled to assume that any agent remains authorised to act on your behalf until such time as we receive written notice of the withdrawal of that person's authority. You agree that you will confirm all actions which your agent takes on your behalf under these terms if we ask you to.

## 18 Fees, charges and expenses of your SIPP

- 18.1 The fees and charges payable to us in respect of your SIPP are set out in the schedule of fees.
- 18.2 We may increase our fees in line with the increase to the Average Weekly Earnings (AWE) or equivalent successor index, rounded to the nearest £1. If we do not increase a fee in any year, we may base the next increase on the change to the AWE since the last increase in that fee.
- 18.3 We may make other increases or changes to our fees by amending these terms.
- 18.4 We will also be entitled to charge the following costs to your SIPP:
- all expenses incurred by us or the trustee (including claims, losses and liabilities) in acquiring, holding, disposing of, transferring or valuing any investment or other asset of your SIPP;
  - all fees, commissions, charges, disbursements (for example, stamp duty land tax or equivalent taxes and land registry fees) and other costs charged by any investment manager, nominee, banker, custodian, third party professional, mortgagee or anyone else providing related services or any agent (including any financial adviser) appointed in relation to your SIPP or any part of your SIPP;
  - all taxes, duties, levies or other liabilities to which we or the trustee become responsible for as a result of purchasing, holding, disposing of or transferring any investment or other asset allocated to your SIPP;
  - any other liabilities or scheme sanction charges payable or tax refunds due;
  - any amounts returned to you or to HMRC;
  - any taxes, duties or levies (including VAT) in respect of fees, charges or costs or amounts to which we or the trustee become responsible for as described in this paragraph; and
  - any administrative costs incurred by us or the trustee (including legal expenses, disbursements or other costs) in complying with any court orders served on us and/or the trustee relating to you, your SIPP or investments relating to your SIPP.
- 18.5 If we or the trustee are required to:
- pay any tax or levies imposed on your SIPP or on any contribution paid or monies allocated in respect of it; or
  - make any other payment to the UK Government, any governmental agency or regulator or self regulatory organisation of which we are or become a member, to the extent directly attributable to your SIPP,
- we may reimburse ourselves in respect of the levy, tax, liability, charges or other payment by way of making a charge to your SIPP as we may reasonably determine. This will be on a basis similar to how the levy, tax, liability, charge or other payment has been calculated.
- 18.6 Paragraphs 18.4 and 18.5 will not apply to the extent that the relevant costs and event is attributable, directly or indirectly, to any fraud, negligence, wilful default or breach of regulatory duty on the part of any member of the Curtis Banks Group or any of their employees or agents.
- 18.7 We will sell investments where necessary in order to generate funds to pay our fees. Investments will be sold in line with the "Order of Disposal Policy" in force at the time of sale. We will sell investments to cover scheme charges from us, your financial adviser and to maintain a sufficient balance within the SIPP account.
- 18.8 If for any reason the value of the investments held in respect of your SIPP is insufficient to meet any such costs or liabilities or scheme sanction charges payable or tax refunds due, you agree to pay to us on demand the amount of any such shortfall.
- 18.9 We will continue to be entitled to our charges and to recover all costs and liabilities associated with your SIPP (including any such charges falling due and any such costs and liabilities incurred after your death) until all the assets of your SIPP, including the amount represented by the balance in your SIPP bank account records, have been transferred out of your SIPP in accordance with these terms.

## 19 Information and communications

- 19.1 We may request, and you must provide, such information as we may reasonably require to give effect to these terms.
- 19.2 Unless otherwise specified in these terms, communications (including instructions) for the purpose of these terms may be given orally, in writing or via our secure internet portal. Communications in writing may be delivered personally, posted or sent by fax or by email. All communications, whether from you or us, must be in English.
- 19.3 Communications to us from you must be made to us at the address set out in the application form (or any other address which we may specify by giving you notice in writing). Any communication in writing from us to you or your agent will be sent to the relevant address provided in your application form until we are told by you that you or your agent would like communications sent to a different address.
- 19.4 Use of email is not a secure means of communication and in particular third parties may be able to view or alter information sent by email without either the sender or recipient knowing. We cannot guarantee that the content of any email we receive from you or send to you will remain private during transmission over the internet. By sending information to us by email you are accepting this risk.
- 19.5 We may:
- telephone you at any time to discuss your SIPP without having been expressly invited by you to do so;
  - in good faith rely on any communication which we reasonably believe to have been issued by you or your agent;
  - rely upon any information provided by you in accordance with these terms;
  - require you to make an instruction to us in writing before acting upon it;
  - decline to accept or act upon any communication which we reasonably believe not to have been issued in accordance with the provisions of these terms, or if we reasonably consider that compliance with such communication would be impossible or would give rise to a breach of any applicable law or regulation. In such circumstances we will use our reasonable endeavours to tell you promptly; and
  - deem any communication received after 5.00 pm on a business day, or on a day other than a business day, to have been received on the following business day.
- 19.6 Where, in these terms, a period of notice is to be given to you, that period of notice will be calculated from the date on which the notice was sent to you.

## 20 Data protection and confidentiality

- 20.1 We will process your personal data in accordance with our current Privacy Information Notice.
- 20.2 We may record all telephone conversations relating to your SIPP including, but not limited to, recordings of investment instructions for training, monitoring and fact verification purposes.
- 20.3 We will take all reasonable technical and organisational security measures to prevent the unauthorised or unlawful processing of your personal data and accidental loss or destruction of, or damage to, such data.
- 20.4 We will comply with the current data protection legislation. Please ask us if you would like details.
- 20.5 For the purposes of the data protection legislation we will be the data controller in relation to personal data provided by you. We may in exceptional circumstances in connection with your SIPP process special category data as defined under current data protection legislation. This could include information relating to your physical or mental health or condition and/or sexual orientation. The collection and processing of special category data would be only for legitimate interest and with your prior consent.
- 20.6 We may disclose information orally, in writing (including by email) or via our secure internet portal concerning you and your SIPP:
- subject to law, to any person anywhere in the world, as long as the receiving country ensures an adequate level of protection of personal data, in the proper performance of our obligations under these terms, including to any other companies within the Curtis Banks Group and any of our agents, delegates and advisers; or
  - as required by law or any competent authority; or
  - to any person we reasonably believe to have been appointed by you as your agent or as an investment manager; or
  - with your prior written consent.
- 20.7 In order to satisfy regulatory requirements, we will retain information after your plan has been closed. This will include plan applications that do not proceed.
- 20.8 You agree that we may use any sources that we consider appropriate, including electronic data sources, for the purposes of verifying your identity or any other information that you provide to us. Where we carry out an electronic identity check this will be with a reputable referencing agency. The referencing agency used will maintain a record of the check.
- 20.9 We may be required to pass your personal details to a credit reference agency, bank, investment manager or provider of an underlying investment to enable that party to carry out an electronic identity check on you. The credit reference agency, bank, investment manager or investment provider used may maintain a record of the check.
- 20.10 Alternatively we may be required to forward copies of any verification of identity and address documents that we have obtained from you or your adviser.

## 21 Events beyond our reasonable control

- 21.1 There are some events that are beyond our reasonable control. If one of these events occurs, we may be unable, wholly or in part, to carry out some or all of our obligations in relation to your SIPP. If this event happens, unless you might reasonably be expected to be aware of the event, we will to the extent possible, give you prompt notice of that event with reasonable particulars of it and, insofar as known, the probable extent to which we will be unable to perform or be delayed in performing the relevant obligation(s). Following this notice, and for as long as the event continues, the obligations which cannot be performed because of the event will be suspended.\*

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\* 21.1 We expect to be able to look after your SIPP and respond to you efficiently in most circumstances. We've also prepared and rehearsed a business continuity plan, to help us continue to run our business in the event of an unusual interruption. However, some events outside of our control may mean that we are unable to carry out instructions or administer your SIPP for a period.

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- 21.2 For the purposes of these terms, events beyond our reasonable control are as follows:
- restrictions imposed by legislation, regulation or other governmental initiatives that are not as a result of our misconduct;
  - civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - strikes, lockouts, other industrial action or other interferences with work affecting employees other than our own;
  - widespread failure or disruption of essential services (for example, telecommunications or electrical power);
  - earthquake, storms, floods, lightning, fire, explosions or similar natural events; or
  - significant economic collapse of a market, company or country leading to an unavoidable disruption:
- This is in each case where the event is beyond our reasonable control or the reasonable control of our agents.

## 22 Tax Provisions

- 22.1 The total pension benefits available under **your SIPP** and other pension arrangements combined are subject to the **lifetime allowance**, a figure set by the Government. Any amount above this figure that has been accumulated within a **registered pension scheme** will, subject to any protection you have, be charged with a **lifetime allowance charge**. Any **lifetime allowance charge** will be deducted from **your SIPP** by us as soon as you commence taking benefits where **your accumulated crystallised pension funds exceed your personal lifetime allowance**. You agree to us making such deductions as necessary after consultation with you or your agent. You also agree to provide us with such information necessary to calculate any **lifetime allowance charge** payable and agree to be responsible for any further tax charges that may arise as a result of that information being incorrect or failing to be provided.
- 22.2 We may, from time to time, be charged with a **scheme sanction charge** in relation to **your SIPP**. A **scheme sanction charge** is a charge to tax that becomes payable by us as **scheme administrator** when a **scheme chargeable payment** is made in accordance with the Finance Act 2004 and will be deducted from **your SIPP**. You agree to be responsible for, and remain responsible for, any such **scheme sanction charge**, except to the extent that the **scheme sanction charge** is attributable, directly or indirectly, to any fraud, negligence, wilful default or breach of regulatory duty on the part of any member of the **Curtis Banks Group** or any of their employees or agents. Where we are unable to meet these charges from **your SIPP**, you agree to pay to us on demand any such shortfall.
- 22.3 Any VAT on external charges or expenses will be payable in addition to the charges and expenses unless the charge is in respect of **property** on which we have on **your instructions** opted to tax the **property** for VAT, in which case the VAT should be recoverable.
- 22.4 The tax charges mentioned in this document are based on our understanding of the relevant legislation as the date of this document's production and may be subject to change. You should seek independent tax advice if you require clarification on the tax charges.

## 23 Complaints

- 23.1 You can address any complaints about our services, in writing, to the:
- Chief Executive Officer  
Curtis Banks Limited  
3 Temple Quay  
Bristol  
BS1 6DZ
- 23.2 If the matter is not dealt with to your satisfaction, you can write to the:
- Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR
- Telephone 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 23.3 Alternatively you may also refer your complaint to the:
- The Pensions Ombudsman  
10 South Colonnade  
Canary Wharf E14 4PU
- Telephone 0800 917 4487  
[www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk)
- 23.4 Making a complaint will not prejudice your right to take legal proceedings.
- 23.5 For free help and advice regarding your pension, you can also contact:
- MoneyHelper  
120 Holborn  
London EC1N 2TD
- Telephone 0800 011 3797  
[www.moneyhelper.org.uk](http://www.moneyhelper.org.uk)

## 24 Financial Services Compensation Scheme (FSCS)

- 24.1 We are covered by the FSCS. This paragraph sets out our understanding of the level of compensation available to you should we be unable to meet our obligations to you.
- 24.2 In the event that we are unable to meet our obligations to you then you may be eligible to make a claim for compensation under the FSCS. This is limited to a maximum of £85,000.
- 24.3 In the event that a bank is unable to meet its obligations to us because the bank has become insolvent or ceased trading, then we or you may be eligible to make a claim for compensation under the FSCS. This is limited to £85,000.
- 24.4 In the event that the investment manager or a provider of an underlying investment is unable to meet its obligations to us because that investment manager or provider has become insolvent or ceased trading, then we or you may be eligible to make a claim for compensation under the FSCS. The maximum amount that can be claimed will depend on the investment type.
- 24.5 For further details of the FSCS, their contact address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Their contact telephone number is 0207 741 4100 and their website is [www.fscs.org.uk](http://www.fscs.org.uk).

## 25 Variation and termination

- 25.1 These terms will apply until:
- you cease to be a member of the scheme; or
  - we amend these terms.
- 25.2 We may amend these terms by written notice to you for any of the following reasons:
- to reflect in our reasonable opinion a proportionate response to:
    - changes in general law or decisions of the Financial Ombudsman Service or the Pensions Ombudsman or the Financial Services Compensation Scheme;
    - a court order or decision affecting the terms;
    - legitimate cost increases or reductions associated with providing the scheme and your SIPP.
  - to meet regulatory requirements;
  - to reflect new industry guidance and codes of practice which raise standards of consumer protection;
  - to reflect a change in our corporate structure that doesn't have an unfavourable impact on your SIPP but which does require us to make certain changes to the terms;
  - to provide for the introduction of new or improved systems, methods of operation, services or facilities associated with providing the SIPP;
  - to correct any mistake in the terms, provided the correction does not reduce any rights you have as a result of the mistake; or
  - where we have any other valid reason for doing so.
- 25.3 Where these terms are to be amended we will give you as much notice as is reasonably possible in the circumstances, which will generally be at least 30 days' written notice.
- 25.4 If the change we make under Paragraph 25.2(g) has a significant unfavourable effect on your rights under your SIPP and you do not accept the changes, we will waive our transfer out fees provided you return a completed discharge form within 3 months of receiving notice of the amended term. You will be responsible for any other costs.
- 25.5 Where these terms are amended, we may notify you where the revised terms can be accessed via our website. Paper copies of the terms will be available on request. We may notify you by email where we have your authority to do so.
- 25.6 We may after giving you at least six months' prior written notice, require you to transfer the investments and cash held in respect of your SIPP net of any liabilities (less the amount required to satisfy all charges due to us and all costs chargeable to your SIPP) to another registered pension scheme chosen by you. Investment transactions already initiated by us will be completed. We will not charge you any fee or any costs in respect of this transfer, though third party fees must be met by your SIPP or you.
- 25.7 We may ask you to transfer your SIPP for reasons including but not limited to the following:
- changes in legislation;
  - where the scheme becomes too expensive for us to operate;
  - if we make an alternative scheme available that provides the same benefit; or
  - if the registration of the scheme is removed by HMRC.
- We also reserve the right to ask you to transfer your SIPP in accordance with in those cases whereby in our reasonable opinion your behaviour is deemed inappropriate or unreasonable, including but not limited to abuse, offensive and/or threatening language or action.
- 25.8 If you fail to comply with the requirements made under this section we may treat you as having instructed us in writing to encash the whole of your SIPP and to transfer the cash proceeds (less the amount required to satisfy all charges due to us, all costs chargeable to your SIPP and all liabilities of your SIPP) to such other registered pension scheme as we in our discretion may choose and you authorise us to execute any documentation on your behalf necessary to do so.
- 25.9 We also have the power to wind the SIPP up in accordance with the trust deed and rules. On wind-up our normal fees will continue to be payable, including transfer fees for the transfer of assets to other pension agreements.

## 26 Waiver

- 26.1 We may agree in writing with you to waive any condition contained in these terms.
- 26.2 Any waiver of any condition on any occasion does not bind us to waive that condition on any other occasion.

## 27 Conflicts of interest

- 27.1 During the period where we are administering your SIPP conflicts of interest may arise between you and us, our employees, our appointed representatives or our associated companies. A conflict of interest is where our duties to you as our customer or trust beneficiary may conflict with what is best for ourselves, our associated companies, our other customers or our duties that we may owe to others. To ensure that we treat customers consistently and fairly, we have a policy on how to manage these conflicts. A copy is available on request from our contact address shown on the back page. Should a conflict of interest occur that we cannot manage satisfactorily under our policy we will contact you and disclose that conflict to you, so you can decide whether or not you want to continue using our services under these terms.



## Notes



## Notes

Curtis Banks Limited,  
3 Temple Quay,  
Bristol, BS1 6DZ

T 0117 910 7910  
F 0117 929 2514  
[curtisbanks.co.uk](http://curtisbanks.co.uk)

**Call charges will vary. We may record and monitor calls.**

If you're contacting us by email, please remember not to send any personal, financial or banking information because email is not a secure method of communication.

Curtis Banks Limited is a company registered in England & Wales (registered number 06758825) and is authorised and regulated by the Financial Conduct Authority (number 492502) with its registered address at 3 Temple Quay, Bristol BS1 6DZ. CBSIPP T&C 0522 May 2022

