

SIPP Terms and Conditions of Business

(including Schedule of Services)

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 Dentons Master Self-Invested Personal Pension ("SIPP"), also referred to as the "Plan" in this document.
- 1.2 The Glossary of Terms 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 "**Dentons, We, Us, Our or Ourselves**" in these terms are references to Dentons Pension Management 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 of **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 Denton & Co. Trustees Limited, NTS Trustees Limited, TP Trustees Limited, Sippchoice Trustees Limited, Fairmount Trustee Services Limited and M.A.B. Trustee Company Limited are wholly owned subsidiary companies of Dentons Pension Management Limited.
- 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, to be referred to as "the Plan" and are appointed as the Administrator for HMRC purposes. A Trustee company is appointed on the Plan. The Trustee of the Plan acts as a 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 Dentons Pension Management Limited in accordance with the trust deed and rules. The trust deed and rules will take priority over these terms of business.
- 2.2 We are authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA Firm Reference Number ('FRN') is 461094. You can view this information on the Financial Services Register by visiting the FCA's website at 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 Dentons Pension Management Limited and you agree that these terms are also enforceable by Us. 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 the 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, 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 the laws of England and Wales.

3 Your membership of the Scheme

- 3.1 If We accept your application for your Plan, you will become a member of the scheme on these terms. By signing the application form you are accepting:

- a. The trust deed and rules;
- b. The schedule of permitted assets; and
- c. The schedule of fees.

These documents are available from Our website, your adviser or on request from Us and form part of these terms; a, b and c are subject to change.

3.2 If you are under 18 your legal guardian must complete the application form for your Plan on your behalf. Your legal guardian will then be responsible for your Plan 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 Plan, 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 Plan 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 Plan 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 the 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:

- a. has relevant UK earnings chargeable to income tax for that year;
- b. is resident in the UK at some time during that tax year;
- c. was resident in the UK at some time during the five tax years immediately before the tax year in question and was also resident in the UK when the individual joined the pension scheme;
- d. 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;
- e. 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 Contributions may be single contributions or regular contributions and Our contribution form must be fully completed in order for Us to accept the contribution. Contributions must be paid by cheque or bank transfer and must quote the Plan reference number in the payment narrative.

4.6 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.

4.7 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 regulated adviser or accountant. Any amount paid into registered pension schemes above either of the following will be subject to a tax charge at your marginal rate:

- a. The annual allowance, as increased by the carry forward rules; or
- b. The money purchase annual allowance.

4.8 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 Plan. Any excess tax relief claimed from HMRC and interest on this relief will be repaid to HMRC from your Plan.

5 Transfers in

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

*If you have benefits in other pension schemes, it may be possible for you to transfer these into your Plan. 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, including a scheme that has safeguarded benefits, unless a regulated adviser has recommended the transfer.

- 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 Plan. We will assist in chasing transfers but cannot accept any responsibility for delays in payment.
- 5.4** Where benefits have been transferred by 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** If sufficient contributions or transfers are not received into the scheme in the first 6 months to meet the set up costs and minimum Plan balance requirement, We reserve the right to wind up the Plan, and invoice you for charges incurred, subject to contacting you or your adviser in the first instance.

6 SIPP Bank Account

- 6.1** Your Plan's cash is held in the name of the Plan Trustee as the legal owner with Barclays Bank PLC ("Barclays") or such other bank where informed otherwise as the Plan Trustee may reasonably determine from time to time in accordance with the Plan's rules and is held separately from any funds owned by Dentons.

The cash held by the Plan Trustee may be pooled with other clients' Plans. The Plan's cash will be deposited with Barclays in accounts opened in the name of the Plan. In the event of any anticipated changes to any of the current or planned arrangements, Dentons shall notify the respective clients at the appropriate time.

- 6.2** We will open pooled bank accounts with institutions that We have approved; notice shall be sent to you in good time. These accounts will hold funds in sterling and will be UK authorised institutions legally able to accept deposits (as listed in the Financial Services Register) selected by Us using rigorous due diligence processes. Where We place money with a bank, We will exercise 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. Details of the banks holding pooled bank accounts in respect of your Plan are available from Us on request.
- 6.3** On receipt, all monies are deposited in a pooled bank account. Cleared credit balances may earn interest. The basis of the rate of interest your Plan receives will be set out on Our website. We retain some of what is earned so we can keep Our charges low, as well as investing in new technology and processes, and in providing high service levels. Our aim is to deliver excellent financial outcomes for Our customers in keeping with the Consumer Duty.
- 6.4** Cash held in your Plan may be placed in several accounts with fixed-term or notice periods of up to 13 months which are unbreakable or have a defined notice period. Depositing the Plan's cash in these accounts does not affect your liability to access, withdraw or invest funds from the Plan's bank account although the cash may not be immediately available in the event of default by one of the institutions holding the cash on behalf of the Plan.
- 6.5** Banks or other institutions holding the Plan's cash are independent of Dentons and Dentons does not accept liability for any default or delay in the allocation of the cash, on their failure. When you or We close the account, Dentons will make reasonable efforts to pay out any residual balances that subsequently accrue where such amounts exceed £50 for the Plan.
- 6.6** We will operate the pooled bank account on behalf of the Plan Trustee in accordance with the trust deed and rules and a mandate granted to Us by the trustee in compliance with FCA rules. The Plan Trustee will be the sole authorised signatory and have pooled authority over the pooled bank accounts.
- 6.7** In the event of default by a bank holding monies in a pooled bank account, your Plan 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.
- 6.8** Subject to the normal banking clearing times, Dentons reserves the right to return cash, whether in the form of a cheque, bank transfer or debit to the appropriate account it was allocated to. We may be required by regulation to return cash in specific situations, which includes, but is not limited to, where We have not been provided with adequate timescales to process and allocate a payment to your Plan's Bank account.

- 6.9** Where the default bank does not allow the Plan's bank account to be opened, We reserve the right to cancel the establishment of the Plan.
- 6.10** For full asset SIPP plans you can also request the establishment of an additional deposit account with any other bank accepted by Dentons.
- 6.11** Where an additional bank account is with Metro Bank, as consideration for managing the account, Dentons will receive a fixed rate of payment of 0.2% per annum direct from the bank of any deposited sum paid on a quarterly basis.

7 Investments

- 7.1** Whilst your Plan is able to invest in any asset permitted by HMRC which does not incur tax charges, subject to Our agreement, all investment transactions must be carried out on a commercial basis with due regards to the objectives of the Plan to provide retirement benefits, and We reserve the right in certain circumstances to decline an investment if it is deemed to be inappropriate.
- We may direct the investment manager to dispose of any investment without consultation with you or your prior agreement:
- a. 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 of your Plan or expose Us or the trustee of your Plan to liabilities which in each case your Plan may not be able to meet;
 - b. in order to comply with the terms of a court order.
- 7.2** 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.
- 7.3** We will not be responsible for advice given by an investment manager or any exercise of discretion by an investment manager.
- 7.4** We may amend the types of investments stated in the schedule of permitted assets at any time where a reason in paragraph 18 applies. Where an investment previously permitted ceases to be allowed under Our schedule of permitted assets and your Plan held the investment immediately before the change, We will contact you to agree the action required.
- 7.5** 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:

- a. 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 Dentons, or the fraud, wilful misconduct, negligence or breach of any regulatory duty of any of their employees;
- b. 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 Dentons, or the fraud, wilful misconduct, negligence or breach of any regulatory duty of any of their employees;
- c. which results from any action or omissions of any nature whatsoever by any investment manager or by a nominee, bank, custodian or other person providing services to any investment manager or to any member of Dentons;
- d. 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:
 - i. that fund provider; or
 - ii. any member of Dentons where such service provider has been chosen by you or the fund provider.

- 7.6** The schedule of permitted assets will be made available on Our website or on request and you will be responsible for ensuring that your investment choices fall within the schedule of permitted assets.
- 7.7** Certain investments may also result in your Plan 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 Plan and Plan trustee. Should any such tax charges (including tax charges levied on the scheme) arise under these taxable property rules in respect of an investment held for your Plan, you agree that such tax charge shall be borne by your Plan or by yourself personally.
- 7.8** If, on acceptance of an investment following Our due diligence processes, the investment is aborted or discontinued, We reserve the right to apply an administration charge for work undertaken.

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:

- a. open an investment dealing account or platform account to enable you to acquire and dispose of investments for your Plan on an execution only plan basis;
- b. open an account with the investment manager who will advise you on how your Plan (or any part of your Plan) should be invested; or
- c. open an account with the investment manager who will make investment decisions for you on your behalf on a discretionary basis in relation to your Plan (or any part of your Plan).

8.2 We reserve the right not to direct the trustee to appoint any person 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 including ad hoc valuation reporting requests and will act on instructions given by Us.

8.3 You will be responsible for notifying Us of the investment manager that you would like to have appointed in respect of your Plan.

8.4 Any appointment of an investment manager for your Plan (or any part of your Plan) will be on such terms as We direct the trustee to agree with that 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:

- a. setting up the necessary client account arrangements for your Plan;
- b. the registration and safe custody of investments in relation to which the investment manager is appointed;
- c. accounting regularly for all transactions and interest in relation to the relevant investments in a form acceptable to Us;
- d. carrying out investment transactions for your Plan.

8.5 If you wish to appoint an investment manager with whom We do not have terms, We reserve the right to charge for agreeing terms to your Plan and there is no guarantee that the investment manager will be acceptable.

8.6 We will continue to operate the pooled bank accounts alongside any account operated by an investment manager.

8.7 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 and capacity for loss that you find acceptable). Responsibility for each and every investment transaction and for the long and short term performance of the investments held by your investment manager are entirely matters for you and the investment manager. You agree that We will in no way be responsible for the performance of the investment manager or for any of the investments selected/recommended by them.

8.8 Where an investment is purchased by an investment manager that is not in accordance with the schedule of permitted assets, 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 Plan which may arise as a consequence of selling the investment.

8.9 You agree that any transaction carried out between your Plan and yourself, any of your connected parties or any pensions scheme or trust for which you or one of your connected parties are a beneficiary must take place at full market value.

8.10 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.

8.11 Neither We nor the trustee are responsible for your choice of any investment manager and are not responsible for any loss caused by the 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 of Dentons.

8.12 Neither We nor the trustee will act as investment manager for your Plan.

8.13 In certain circumstances, We may permit your scheme to borrow for the purpose of acquiring investments. Such borrowing must be agreed by Us on a case-by-case basis and must not be facilitated through your investment manager.

9 Instructions

9.1 In order to provide a seamless and enhanced customer experience We request that Our clients give Us instructions regarding their requirements in writing or from a verified email account. We will, at Our discretion accept oral instructions provided they are subsequently, where possible, confirmed in writing or from a verified email account.

- 9.2** We will endeavour to action your instructions as soon as possible and normally within seven working days.

10 Services and fees

- 10.1** The services to be provided by Dentons, together with details of specific charges and the basis for non-specific time costed charges, are an integral part of these Terms and Conditions of Business and are detailed and explained in the Schedule of Services.
- 10.2** Dentons will provide all the necessary documentation to establish the Plan and will set up the Plan's default sterling bank account.
- 10.3** We keep records of all Our business transactions for at least six years and, in some cases, indefinitely. Your basic personal data will be kept for a maximum of six years following the end of your business relationship with Dentons, after which time it will be destroyed. See clause 22 for further details.
- 10.4** All your investments (other than those necessarily using nominee accounts) will be registered in the names of the Plan Trustee unless otherwise agreed in writing.
- 10.5** Dentons does not normally hold original documents, or act as custodian, of your Plan's assets.
- 10.6** Fees for administrative services provided by Dentons will be invoiced to the Plan and deducted from the Plan bank account by Dentons at such frequency as set out in the Appendix, but Dentons reserves the right to invoice more frequently if appropriate. If there are no funds or insufficient funds in the Plan to meet the fees for administrative services you will be liable to pay these personally.
- 10.7** Alternatively, in the event that there is insufficient cash held within the Plan to meet Our fees We reserve the right to disinvest assets held within the Plan to settle Our invoices and other payments that have become due. In this event, We would usually disinvest from your most recent investment(s) made, but will take other factors such as ease of disposal into account.
- 10.8** In the event of a tax charge arising which is not settled in full from the Plan, you will be personally liable to meet any such charges together with any additional costs incurred by the Scheme Administrator. These charges will be in addition to any administration charges incurred.

11 Payments by the Plan and Indemnity

- 11.1** From time to time the Plan may receive demands for payment from third-parties. In the event of a bona fide claim for payment by Dentons on behalf of the Plan or from the Plan itself from any third-party, We reserve the right to make a payment from Dentons or from the Plan directly on your behalf. This includes if demand for payment is made against either Dentons, or the Plan Trustees.
- 11.2** Upon receipt of a demand for payment received by Dentons in relation to the Plan, We will write to you to confirm that the amount demanded is genuine and that the sum is owed.
- 11.3** If you fail to provide a written response within the requested timeframe, We reserve the right to deem the demand as bona fide and pay the demanded sum on the Plan's behalf and recover the sum from you, or directly from the Plan itself.
- 11.4** If the claim for payment cannot be settled in full from the available fund, you will be personally liable to make any such payments together with any additional costs incurred such as late payment charges.
- 11.5** You agree to indemnify Dentons in full in respect of any charges or sums (including legal or other costs) incurred by or due by Dentons in respect of payments to third-parties through either Dentons, or Our associated bare trustee companies. Such charges or sums are to be repaid by you on presentation of a valid invoice from Dentons.

12 Pension benefits

- 12.1** You can start taking pension benefits at any time from age 55 until 5 April 2028 at which stage benefits will commence from age 57 (unless you were a member of the Plan prior to 4 November 2021 or have a protected pension age). You can take your pension benefits in stages or the whole fund, to suit your personal circumstances. All pension payments will be made on the 1st of each month unless otherwise advised.

13 Death benefits

- 13.1** In the event of your death, any remaining funds in the Plan will be distributed for the benefit of your beneficiaries, at the absolute discretion of the Plan Trustee, who will take into account the beneficiaries you have nominated.
- 13.2** In the event of the death of a beneficiary whilst receiving benefits, any of their remaining funds under the Plan will normally be distributed for the benefit of their beneficiaries, at the absolute discretion of the Plan Trustee who will take into account the beneficiaries they have nominated.

14 Cancellation

- 14.1** You can waive your right to the 30-day cooling off period for the establishment of the Plan which will enable it to be immediately established. If you subsequently decide to cancel your Plan once it has been established but there are no funds in the Plan to meet the establishment fees, you will be liable to pay for those fees personally.

15 Communications

- 15.1** Our standard methods of correspondence are letter, telephone or email. Letters will normally be sent via the postal service unless We are instructed to use special methods of delivery. We provide access to Our Online Portal for all Our clients as the durable medium for the administration and provision of services for their Plan. All correspondence and communications will be in English. Braille or large print versions of this document are available on request.
- 15.2** There may be occasions where Dentons, or one of Our clients, may have some form of interest that could give rise to concern. If this happens or We become aware that Our interest, or those of one of Our clients, conflict with your interests, We will inform you in writing to obtain your consent before We carry out Our instructions.

16 Legal

- 16.1** This document, together with the Key Features document shall be governed by and construed in accordance with the laws of England and Wales. It is based on Our current understanding of regulations and can be subject to change as tax laws and legislation may change over time.
- 16.2** If you require any further assistance regarding this document, please contact your independent legal adviser.

17 Limitation of Liability

- 17.1** We will provide services as outlined in this Terms and Conditions of Business (including the Schedule of Services), the Plan Key features and SIPP Guide; all of which you will have received.
- 17.2** Our liability to you is limited to losses, damages, costs and expenses caused by Our negligence, wilful default or fraud resulting from Our employees. However, to the fullest extent permitted by law, We will not be responsible for any losses if you or others supply incorrect or incomplete information, or fail to supply any appropriate information, or where delay or failure to provide the services set out in the

Schedule of Services or elsewhere in these terms is caused by events, circumstances or causes beyond Our reasonable control, including breakdown or malfunction or any telecommunications, computer systems, banking services, utility provider or delays or failures arising out of or in connection with any industrial disputes, adverse weather conditions or if you fail to act on Our advice or respond promptly to Our communications.

- 17.3** You confirm that you will not hold Us responsible, to the fullest extent permitted by law, for any loss by you arising from any misrepresentation (intentional or unintentional) supplied to Us either orally or in writing in connection with this Plan.
- 17.4** You agree that you will not bring any claim in connection with services We provide to you against any of Our employees or partners personally. Unless there is a legal or regulatory requirement to do so, Our work is not to be made available to third-parties without Our written permission and We will accept no responsibility to third-parties for any aspect of Our professional services or work that is made available to them.

18 Variation and termination of the Plan

- 18.1** These terms will apply until you cease to be a member of the scheme, or We amend these terms. We may amend these terms by giving written notice to you as set out below for any of the following reasons:
- a. to reflect in Our opinion a proportionate response to:
 - i. changes in general law or decisions of the Financial Ombudsman Service or The Pensions Ombudsman, Financial Conduct Authority or the Financial Services Compensation Scheme;
 - ii. a court order or decision affecting the terms;
 - iii. legitimate cost increase or reductions associated with operating the Plan;
 - b. to meet regulatory requirements;
 - c. to reflect new industry guidance and codes of practice which raise standards of consumer protection;
 - d. to provide for the introduction of new or improved systems, methods of operation, services or facilities associated with operating the Plan;
 - e. to correct any mistake in the terms, provided the correction does not reduce any rights you have as a result of the mistake; or
 - f. where We have any valid reason for doing so.

18.2 Where these terms are to be amended, We will give you as much notice as reasonably possible in the circumstances, which will be at least 30 days' written notice.

18.3 We may ask you to transfer your Plan for reasons including but not limited to the following:

- a. changes in legislation;
- b. where the scheme becomes too expensive for Us to operate;
- c. if We make an alternative plan available that provides the same benefit; or
- d. if the registration of the Plan is withdrawn.

18.4 We also reserve the right to ask you to transfer your Plan in accordance with Our terms and agreement in those cases whereby in Our opinion your behaviour is deemed to be inappropriate or unreasonable, including but not limited to abuse, offensive and/or threatening behaviour, language or action.

18.5 We will use Our best endeavour to wind up the Plan on your instructions.

18.6 We also reserve the right to wind up your Plan in accordance with Our trust deed and rules. On wind-up Our normal fees will continue to be payable, including transfer fees for the transfer of the assets to other pension arrangements.

18.7 Should you decide to terminate the Plan, We will make Our best efforts to assist in the orderly transfer of your pension assets to another registered pension scheme and We would seek prompt settlement of any outstanding fees and a charge for the work involved in terminating the Plan will be made.

18.8 You will remain responsible for any charges, fees or other disbursements incurred and payable up to, and including, the date of termination. We will also charge for the work involved in the transfer.

19 Waiver

19.1 We may agree in writing with you to waive any condition contained in these terms, however any waiver of any condition on any occasion does not bind Us to waive that condition on any other occasion.

20 Disclaimer

20.1 You should be aware that We cannot comment on, nor give assurance on the outcome and/or performance of any investment.

21 General

21.1 Notwithstanding anything else contained within these Terms and Conditions of Business, neither you nor Dentons shall be liable for failure to perform any function or service where the failure is due to any event outside its reasonable control including, without limitation, fire, flood, strikes or other labour disputes (other than employees and subcontractors of those relating to either parties) or war, riot, act of God, insurrection, civil disturbances or acts of Government. Subject to the party concerned promptly notifying the other party in writing of the reasons for the delay and its likely duration, their obligations shall be suspended for the period that the circumstances persist.

22 Data protection

22.1 All data held is subject to the provisions and requirements of UK Data Protection Legislation, which includes all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, as determined by the Information Commissioner with whom We are registered as the Data Controller.

22.2 This includes basic facts such as your name, address, dependents and contact details but may include health information that is categorised under GDPR as sensitive personal data, for which We will require you to provide your explicit consent.

22.3 The lawful basis of data processing is that you (known as the 'data subject') are giving your explicit consent that collection of the data is necessary for the performance of a contract with Dentons in respect of the products and services provided.

22.4 All the personal data We use is controlled by Dentons in the United Kingdom. No third-parties have access to your personal data unless the law allows them to do so.

22.5 All information at Dentons is stored on secure servers. All Our data transfers to and from authorised third-party recipients have built-in security features, including encryption, to best protect your personal data.

22.6 We may share your information, including by electronic transfer, e.g. emails, with your consent to other product providers, professional bodies and third-party investment advisers We use. We also have a legal obligation to provide information to government departments and regulatory bodies such as the FCA, the Prudential Regulation Authority (PRA), The Pensions Regulator (TPR), HMRC, appropriate Ombudsmen and the Information Commissioner's Office (ICO). We may also use third-party companies to administer and communicate information in respect of Our legal and regulatory obligations.

- 22.7** Where you instruct a financial adviser and/or investment manager in relation to the Plan, you consent to Dentons disclosing personal information held by Dentons on a confidential basis to your adviser and/or investment manager.
- 22.8** Product providers and investment managers may administer the Plan investment and provide other services from centres in countries outside Europe that do not always have the same standard of data protection laws as in the United Kingdom. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will also have to fully comply with GDPR, even when your personal information is held outside of Europe.
- 22.9** If at any point you believe information We retain about you is incorrect, you can request to see this information and have it corrected or possibly deleted.
- 22.10** You may also request that your data be transferred to another data controller in a machine-readable format. Providing you with your data information is free of charge, but charges may apply for excessive requests.

23 Electronic identification

- 23.1** We may verify your identity electronically on a periodic rolling three-year basis, or more frequently if required to achieve a positive result, by matching information held by credit reference and fraud prevention agencies to comply with anti-money laundering regulations. Details of credit histories are not made available to Dentons although the data provider will add a note to your reference file to show that an identity check has been made; it should not be used for future credit assessment purposes. We will not share the results of any electronic verification checks with any third-party. A copy of these results will be held on Our systems. By agreeing to these Terms and Conditions of Business your consent is deemed to be given to these verifications.

24 Financial compensation

- 24.1** As the client of an authorised firm, you might be able to receive compensation from the Financial Services Compensation Scheme in the event that We are unable to meet Our obligations towards you. Most types of investments and mortgages are covered to a maximum of £85,000. Claims in respect of long-term insurance benefits are protected 100% with no upper limit. Claims in respect of general insurance (e.g. buildings & contents) are covered for 90% of the claim with no upper limit.

25 Complaints

- 25.1** If you have a complaint, please write to the Compliance Officer at Dentons Pension Management Limited, Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE or email, complianceofficer@dentonspensions.co.uk or contact Us on 01483 521 521. Your correspondence will be acknowledged and your complaint will be dealt with in accordance with Our Complaints Procedure, a copy of which is available on request. If We cannot settle a complaint you may be entitled to refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk) or The Pensions Ombudsman (www.pensions-ombudsman.org.uk) depending on the nature of the complaint. You will be advised which is the appropriate body to refer your complaint to. If We cannot settle a complaint in respect of how We have handled your personal data, you can complain to the Information Commissioner's Office (<https://ico.org.uk/>)

Schedule of Services

1 Structure

- 1.1** Dentons operate under a trust structure where the trustee is an associated "bare trustee" company i.e. the "Plan Trustee". Dentons is both the Scheme Administrator and the provider of the Plan.
- 1.2** Administration of the Plan is provided by Dentons, and the trustee will be one of Our bare trustee companies, and for Our co-trustee SIPPs, the SIPP member personally. The bare trustee company shall conduct the administration of your Plan in conjunction with your instructions to Us. You will retain the beneficial ownership rights of your Plan.
- 1.3** As scheme administrator, Dentons reserves the right to unwind any transaction which might, in their opinion, result in a tax charge being imposed on the Plan.
- 1.4** Dentons allows a wide range of investments to be held in the Plan and we would advise that you seek independent regulated financial advice before making any financial decisions. Although Dentons does not provide advice on the suitability of any investment We reserve the right to refuse to accept to hold any proposed investment.
- 1.5** Dentons reserves the right to charge fees in addition for any deviation from the above which alters the status and/or conditions attached to your Plan.

2 Establishment

- 2.1** Dentons will provide all of the documentation to establish the Plan and will set up the Plan's default sterling bank account, carry out anti-money laundering verification (We will retain the certified copies on Our file), process initial contributions and reclamation of tax on those contributions.
- 2.2** When establishment of the Plan is finalised, you will be sent the original documents for safe keeping. Additionally, application documentation is available on demand.

3 Standard Administration

- 3.1** Dentons will provide the following ongoing administration services as standard:

- a. setting up and maintaining the database records;
- b. receiving and recording of contributions into the Plan;
- c. reclaiming tax relief on contributions to the Plan;
- d. monitoring the Plan's default sterling bank account;
- e. production of an annual financial statement;
- f. production of an annual statutory money illustration where you have not fully crystallised your benefits;
- g. ongoing monitoring of the requirements of HMRC and those of any other relevant body, including updating of documentation to ensure continued compliance with all appropriate regulations;
- h. responding to the routine information reporting requirements (including periodic audits) regarding the Plan as required by HMRC and other appropriate bodies;
- i. updating of scheme documentation to ensure that the Plan continues to adhere to HMRC requirements.

Please note: For administrative convenience it is essential that all receipts and payments of cash, and all investment transactions, are channelled through the Plan's default bank account, so that the Plan's investments can be monitored and reconciled and a financial statement produced every year. It is also your responsibility to monitor the transactions within the Plan, particularly those carried out by third-party investment providers and Dentons should be notified immediately of any error.

The Plan is subject to HMRC rules and Dentons reserves the right to veto any investments or actions which it believes may contravene those rules.

4 Additional information

- 4.1** Dentons will provide additional information services as may, in Our opinion, be required from time to time to ensure the smooth running of your Plan. This will include executing investment instructions, continued adherence to the requirements of HMRC or any other relevant statutory body including the submission of an annual scheme return and/or any such other activity as is required for the proper administration of the Plan. These services will be charged for on a time-cost basis.

5 Charges

- 5.1** The charges payable to Dentons for establishing and administration services to the Plan are set out in the Fee Schedule. We will invoice the following charges, as appropriate, to your Plan:

- a. all costs accrued by Us or the bare trustee company;
 - b. losses and liabilities in acquiring, holding, disposing of, transferring or valuing any investment or other asset of your Plan;
 - c. all fees, charges, commissions, disbursements and other costs levied by an investment manager, banker, custodian, third-party professional, or any individual providing a service, or an introducer (including financial advisers) appointed in relation to your Plan or any part of your Plan;
 - d. all taxes, duties, levies or other obligations for which We or the bare trustee company become responsible for as a result of purchasing, holding, disposing of or transferring any investment or other asset allocated to your Plan;
 - e. any additional liabilities or scheme sanction charges payable or tax refunds due;
 - f. any amounts returned to your Plan or to HMRC;
 - g. any taxes, duties or levies (including VAT) in respect of fees, charges or costs or amounts to which We or the bare trustee company become responsible for;
 - h. any administrative costs incurred by Us or the bare trustee company (including legal fees, disbursements or other costs) in complying with any court orders served by Us and/or the trustee relating to your Plan or investments relating to your Plan.
- 5.2** All costs and liabilities which We are entitled to will be invoiced to your Plan and will be deducted from a pooled bank account. We will adjust your Plan bank account records consequently.
- This includes if We or the bare trustee company are required to:
- a. any tax or levies imposed on your Plan or on any contribution paid or monies allocated in respect of your Plan; or
 - b. make any payment to any governmental agency, regulator or self-regulatory organisation of which We are, or become a member of, to the extent directly attributable to your Plan.
- 5.3** The charge will be on a basis similar to how the levy, tax, liability or other payment have been calculated.
- 5.4** This charge will not apply if the 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 Dentons or any of their employees or introducers.
- 5.5** If there are no funds in the Plan to meet fees, We may:
- a. direct the trustee to dispose of investments in order to pay the amounts due;
 - b. We would usually disinvest from your most recent investment(s) made but will take other factors such as ease of disposal into account;
 - c. If for any further reason the value of the investments held in respect of your Plan 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;
 - d. or, We will require you to pay Us the amounts due.
- 5.6** If allowed and after suitable advice is taken, We will accept an additional contribution to be made to your Plan so that all amounts due can be settled. We will give you 30 days' written notice to do this.
- 5.7** For clients introduced by an adviser or other intermediary, the establishment fee will be deducted from the Plan's default bank account as soon as the account receives funds, unless you agree another payment method with Dentons. If there are no funds within the Plan to meet the establishment fee, you will be liable to pay for these personally.
- 5.8** For non-advised or direct clients, the establishment fee is required in advance; this can be made either by bank transfer or by enclosing a cheque made payable to 'Dentons Pension Management Limited'.
- 5.9** Additional administration services are charged on a fixed or time cost basis. The charging rate for each Member of Dentons' staff reflects their skill and ability. We will always endeavour to ensure the staff Member best suited for the cost-effective operation of the Plan carries out any required work.
- 5.10** Annual fees for administration services will depend entirely upon the work Dentons is required to undertake to ensure the smooth running of the Plan. Where required, advice relating to life assurance or annuities will be by way of a pre-agreed fee or by commission which will be agreed in advance.
- 5.11** Fees for administrative services will be invoiced to the Plan and deducted from the Plan bank account at such frequency as set out in the Appendix, but We reserve the right to invoice more frequently if appropriate.
- 5.12** Where you are a member of our single portfolio SIPP, in the event that you wish to add further investments that are on Dentons approved list you are able to transfer your Plan to a Dentons full asset SIPP. We will waive the fee for the winding up of your existing Plan and We will apply a discounted fee for the establishment of the new SIPP. Transfer of the single portfolio asset in-specie will be charged at time cost.

- 5.13** If you move to a Dentons full asset SIPP but subsequently wish to only hold a single investment portfolio with an investment manager, platform provider or stockbroker that is on Dentons approved list and does not include any non-standard funds and/or assets, you can transfer this Plan back to Dentons single portfolio SIPP to take advantage of a lower annual administration charge but charges will apply as outlined in the relevant fee schedule. Alternatively, if you remain in the Dentons full asset SIPP, the relevant annual administration charges will continue to apply as outlined in the fee schedule.
- 5.14** In the event of a tax charge arising which is not settled in full from the fund, you will be personally liable to meet any such charges together with any additional costs incurred by the Scheme Administrator. These charges will be in addition to any administration charges incurred.
- 5.15** Dentons reserves the right to review fees with necessary prudence and increase them annually.
- 5.16** Fees will be invoiced on the due date for settlement within 28 days. We reserve the right to charge interest at 8% per annum above the Bank of England Base Rate to any balances which are not settled within that timescale.
- 5.17** Please note: All fees are subject to VAT.
- 5.18** A copy of the Plan's Fee Schedule, outlining a full breakdown of the fees, are available on request.

6 Legal Entity Identifiers (LEI)

- 6.1** Any legal entity wishing to trade in exchange traded instruments (ETIs) needs to register with a Global Legal Entity Identifier Foundation (GLEIF). Dentons can administer the registration and renewal process with the London Stock Exchange by providing Our own generic LEI if this is acceptable to the investment firm; this would be free of charge.
- 6.2** However, if the investment firm requires you to have your own unique LEI there will be a charge for this service.
- 6.3** Our understanding is that the rules as applied to SIPPs only require United Kingdom members to provide their name, national insurance number and date of birth to any agent carrying on trades on their behalf.
- 6.4** Dentons may be approached by independent financial advisers (IFAs), discretionary fund managers (DFMs) and other investment firms to supply this information, where there is a realistic prospect of trades taking place.
- 6.5** Dentons will supply this information on request, providing We are aware of an existing relationship with the investment firm. If you require further information on which financial instruments require these personal details, please contact your adviser, investment firm, or speak to your Pension Consultant at Dentons.

Appendix

These Terms of Business apply to the following registered pension schemes:

- Cartlidge Morland Self Invested Personal Pension
- Dentons Self Invested Personal Pension
- Fairmount Pension Portfolio
- Fairmount SIPP
- MAB Self Invested Retirement Plan
- Sippchoice Bespoke SIPP
- Self Invested Pension
- T P SIPP
- T P SIPP (2007)

All invoicing will be half yearly in arrears, except for the following:

- Fairmount Pension Portfolio - half yearly in advance
- Sippchoice Bespoke SIPP Legacy (Sippchoice SIPPs established 2018 or earlier) - annually in advance
- T P SIPP (2007) - Standard administration annually in advance; Additional administration in arrears

Glossary of Terms 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.
annual allowance	<p>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*.</p> <p>*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.</p> <p>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.</p>
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	capped drawdown enables a scheme member to take pension income payments (within certain limits) directly from their crystallised pension fund, rather than buying an annuity to provide a pension income. Capped drawdown is not available for new arrangements, but if a scheme member had capped drawdown in place on or before 5 April 2015, this can continue.
connected party	<p>a connected person as defined in Section 933 of the Income Tax Act 2007. This includes amongst others:</p> <ol style="list-style-type: none"> you, your spouse, registered civil partner, children, parents, siblings, and other direct descendants and ancestors of you and your spouse or registered civil partner; in respect of an investment in property, any co-investor, and their relatives as in a. above; a 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 10 and schedule of services in Section 5.

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.
Dentons Pension Management Limited	Dentons Pension Management Limited, registered in England and Wales under company number 02352951 of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE, 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.
dependant	<p>a person who at the date of your death is:</p> <ol style="list-style-type: none"> a. your spouse or registered civil partner; b. your natural or adopted child: <ol style="list-style-type: none"> i. under the age of 23; or ii. aged 23 or over and in Our reasonable opinion is dependent on you because of physical or mental impairment; c. not your spouse, registered civil partner or child but in our reasonable opinion is: <ol style="list-style-type: none"> i. dependent on you because of physical or mental impairment; ii. financially dependent on you; or iii. financially inter-dependent with you. <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 12 Endeavour Square, London, E20 1JN 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	HM Revenue & Customs.
in-specie	the transfer of investments from one party to another without selling the investments.
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 manager	a person or organisation appointed in accordance with Paragraph 8.1.
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.

lump sum allowance	the standard amount of tax-free lump sums an individual may receive from all registered schemes during their lifetime without a potential tax penalty. You may have a personal lump sum allowance that is different from the standard lump sum allowance. Tax-free lump sums will also count towards your lump sum and death benefit allowance.
lump sum and death benefit allowance	the standard limit of lump sums payable from all of an individuals registered pension schemes, including serious ill health lump sums and lump sum death benefits, without a potential tax penalty. You may have a personal lump sum and death benefit allowance that is different from the standard lump sum and death benefit allowance.
market value	the price an investment may reasonably be expected to fetch out 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"> you receive a flexi-access drawdown payment; you receive an uncrystallised funds pension lump sum; or you have had benefits in flexible drawdown before 6 April 2015 in any registered pension scheme. <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.
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 lump sum allowance	the personal amount of tax-free lump sums you may receive from all registered pension schemes during your lifetime without a potential tax penalty. This may be different from the standard lump sum allowance.
personal lump sum and death benefit allowance	the personal amount of tax-free lump sums payable from all of your registered pension schemes, including serious ill health lump sums and lump sum death benefits, without a potential tax penalty. This may be different from the standard lump sum and death benefit 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.
pooled deposit account	an account with a bank or other financial institution that We choose, and that holds aggregated cash deposits from the pooled bank accounts.

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.
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 allowable investments	the current schedule published by Us listing the types of investment which may be held by your SIPP.
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	Dentons Pension Management Limited, a registered pension scheme established under the trust deed and rules.
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.
tax-free lump sum	the tax-free amount paid to you when you crystallise part of all of your plan (also known as a 'pension commencement lump sum'), or request an uncrystallised funds pension lump sum.
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, as updated from time to time.

third-party professionals	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.
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	please refer to paragraph 1.6 for the list of trustee companies.
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 "Plan" in which you have invested. References to your SIPP include any investments or benefits held within it.



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Dentons Pension Management Limited, Denton & Co. Trustees Limited, NTS Trustees Limited, TP Trustees Limited, Sippchoice Trustees Limited, Fairmount Trustee Services Limited and M.A.B Trustee Company Limited are registered in England & Wales under numbers 02352951, 01939029, 01407848, 02604059, 06869793, 01909678 and 01604556 respectively. Registered office at Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE.

Dentons Pension Management Limited is authorised and regulated by the Financial Conduct Authority, register number 461094.

VAT number for Dentons Pension Management Limited is 863 1639 14.

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