



Application Form for Hornbuckle Mitchell's
Private Pension (SIPP)

**HORNBUCKLE
MITCHELL**

How to complete this form

Please use black ink and **BLOCK CAPITALS**.

Please note this form is for UK residents only, for international applications please use our International SIPP application form. Please contact your local trustee consultant for further information.

Please ensure that you answer all the sections applicable to you by following this colour coding:

SHOULD ALWAYS BE COMPLETED (If these sections are not completed the application form will be returned, therefore delaying the set up of the scheme)

COMPLETE IF YOU ARE MAKING CONTRIBUTIONS AND/OR TRANSFERRING FROM ANOTHER PENSION SCHEME

IMPORTANT: TO SET UP YOUR HORNBUCKLE MITCHELL SIPP OUR NEW BUSINESS CENTRE MUST RECEIVE THE FOLLOWING:

- COMPLETED, SIGNED AND DATED SIPP APPLICATION FORM. (PLEASE ENSURE THE DEED OF APPOINTMENT IS SIGNED AND COMPLETED CORRECTLY.)
- BANK OF SCOTLAND ACCOUNT OPENING FORM.

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This application form is for the Hornbuckle Mitchell Private Pension.

The Private Pension is provided by The Hornbuckle Mitchell Group PLC who is the operator and Hornbuckle Mitchell Trustees Limited who is the independent trustee.

Please indicate the type of SIPP this application is for:

Single Investment SIPP

Full SIPP

1 Personal Details (should always be completed)

Applicant

Title	Forename(s)				
Surname					
Permanent Residential Address					
					Postcode
Main Contact Telephone Number			Secondary Contact Telephone Number		
Email			National Insurance Number		
Date of Birth			Intended Retirement Age		
Male		Female			
Marital Status (please tick one option)					
Single		Married		Divorced	
				Widowed	
				Civil Partnership	

Legal Guardian (if applicant is under the age of 18)

Title	Forename(s)				
Surname					
Permanent Residential Address					
					Postcode
Daytime Telephone Number			Evening Telephone Number		
Mobile Number			Email		

Nomination of additional trustee (Complete if you want to appoint an additional trustee to act in the event of your death)

Title	Forename(s)				
Surname					
Permanent Residential Address					
					Postcode

If you do decide to appoint an additional trustee please contact us to request the relevant deed for completion.

2 Expression of Wish (Should always be completed)

In order for any benefits due in the event of your death to be paid out in accordance with your wishes, please complete the form below.

PLEASE NOTE:

This Expression of Wish is not binding on the scheme. If your circumstances change you may change your nomination at any time by completing a new Expression of Wish form.

Is this instruction different from your will? Yes No

Non Protected Rights Funds

On your death, your remaining Individual Funds ('your funds') will be applied in accordance with the rules of the Scheme to provide lump sum and/or pension death benefits. The rules give the Independent Trustee (Hornbuckle Mitchell Trustees Limited) wide discretion over the exact form of benefits and the recipients. The benefits will be subject to the tax rules. If you want the Independent Trustee to consider paying benefits to one or more persons in particular, you should read the general notes at the end of this form, then give details of the persons in the table below and (where you specify more than one person) indicate what percentage of your funds you want to benefit them. **Please note that your expression of wish will be considered by the Independent Trustee, but is in no way binding on the Independent Trustee.**

Name and Address	Any relationship to you	% of fund

If you would like a trust to receive the lump sum death benefit, please complete the trust details below

Expression of Wish: Trust	
Name of Trust	
Name of Trustees	
Date of Trust	
Address of Trust (contact point)	
	Postcode

PLEASE NOTE: HORNBUCKLE MITCHELL CANNOT BE HELD RESPONSIBLE FOR ENSURING A TRUST FULFILS THE PURPOSES FOR WHICH IT WAS INTENDED.

Protected Rights Funds

If any part of your funds represents 'protected rights', you should read the protected rights notes on P6 of this form then use the table below to direct separately how you want those funds to be paid. **Your nomination will be followed by the Independent Trustee.**

If you have a spouse or a civil partner please provide their details below.

Title	Forename(s)
Surname	
Address	
	Postcode
Date of Birth	

Name and Address	Any relationship to you	% of fund

Charity Nomination

Registered Charity Nomination	
Name of Registered Charity	
Address of Registered Charity	
	Postcode

If you die over age 75 with no surviving dependants and have not nominated a Charity, the Hornbuckle Mitchell Group plc will pay your fund to the following Charities: British Heart Foundation, Cancer Research, British Red Cross, NSPCC, Oxfam

Finally, please sign and date below, make a copy for your own records and return the original to the Independent Trustee, Hornbuckle Mitchell Trustees Ltd, using one of the addresses at the back.

Signed (scheme trustee)	Date
Name	

General Notes

(a) What benefits can be paid, and to whom?

- a lump sum can be paid to a wide range of persons including relatives, dependants, beneficiaries of your estate and (most relevant here) any person whom you name in the expression of wish:
- a pension can only be paid to a dependant (which includes a spouse / civil partner / child under age 23, or someone who is dependent on you due to their mental or physical impairment, or anyone else who is financially dependent on you, or with whom you are financially mutually dependent):
- on death before age 75, both lump sums and pensions can be paid. Lump sums are usually free of tax if paid out of 'uncrystallised' funds (and within the member's unused lifetime allowance) but are subject to a free-standing 35% tax charge if paid out of 'crystallised funds' (which normally means funds being used for income withdrawal), while pensions will be taxed as income in the hands of the recipient:
- on death at or after age 75 in 'alternatively secured pension', the only benefits which are 'authorised' by the tax legislation are:
- a pension for dependants, but if there are no dependants.
- a lump sum to a charity nominated by you or (if you don't nominate any) selected by the Independent Trustee

However, the rules of the Scheme also allow the Independent Trustee to pay lump sums to the same wide range of beneficiaries as on death before 75. The difference is that any such payment is not 'authorised' by the tax legislation and thus will incur much greater cumulative rates of tax.

(b) Where you specify a person who could qualify for either a lump sum or pension, you don't need to express any preference for which they should receive. The Independent Trustee can either decide this itself or let the relevant person decide.

(c) You may change or withdraw your expression of wishes at any time by notifying the Independent Trustee in writing.

(d) There are legal and practical difficulties in making payment to dependants under the age of 18. If you wish to provide for minors as potential beneficiaries, you are advised to set up an appropriate trust with your solicitor, (if you do not already have one), and provide the relevant details on P4 of this form. In the absence of such a trust death benefits may be paid to your personal representatives.

(e) If there is any further information which you think may help the Independent Trustee, please provide it on a separate sheet. When reading these notes, please bear in mind that:

- References to tax do not include inheritance tax. Currently most lump sum payments on death before age 75 are usually free of inheritance tax, because the recipients(s) are chosen by the Independent Trustee (this is the main reason why this form is an 'expression of wish' rather than a binding instruction),
- you can nominate charities and other organisations, not just individuals,
- the notes are intended to be a short and easily understood summary of the rules of the Scheme and very complex tax legislation as at the date of publication. They do not override those rules or legislation and are not a substitute for specific legal advice. The rules and legislation are subject to change in the future.

Protected Rights Notes

There are differences in the legislation and rules governing protected rights funds and these make it especially important that you ensure:

- your nomination is kept up to date: and
- if more than one person is nominated, the specified percentages add up to 100%* (*if they do not, then the nomination will be treated as if the percentages actually specified were increased pro rata to total 100%).

The differences in how protected rights funds are dealt with on your death are as follows:

- if you are survived by a qualifying spouse or civil partner, he/she is entitled to a pension from the protected rights funds,

- if there is no qualifying spouse or civil partner, or he/she declines to take the pension, the protected rights funds can be paid out as above in the General Notes in accordance with your directions, i.e. your directions are binding. If you do not give any directions, or they cannot be followed, the funds will be paid to your estate.

Please also note that, because you have more control over who is to benefit, the protected rights funds carry a greater risk of being treated as part of your estate for inheritance tax purpose, i.e. there is greater risk of IHT being payable. This is laid down in the legislation and is not within the control of the Independent Trustee.

3 Financial/Professional Adviser Details

(Should always be completed)

Please tell us who your Financial Adviser is:

Person in firm responsible	
Company Name	FSA reference number
Company Address	
	Postcode
Email	
Network Name (if applicable)	Network FSA reference number

Have you received advice from your adviser in respect of this transaction?

Yes No

On which basis has the sale been transacted?

Face to face

At a distance

Is the adviser to receive remuneration by deduction from the fund? (please tick one option)

Yes No

If 'YES' please state:

Initial payment	£		or	% of fund	Renewal	£		or	% of fund
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If % of fund, is this to be (please tick one option)

From the gross fund value ignoring outstanding borrowing

From the net fund after deduction of outstanding borrowing

Remuneration is paid by BACS (please insert your adviser details)

Bank	Branch
Sort Code	Account No.
Payment Ref.	
Adviser's Name	
Adviser's Company Name	
Adviser's Signature	Date

Please sign below to confirm (i) you authorise the remuneration shown above
(ii) you agree the Adviser details above are correct

Client Signature	Date
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PLEASE NOTE: If there is no signature in this section we will require confirmation before the application process can continue.

NOTES

Clause 8.5 of the Trust Deed empowers the Trustees to meet all the expenses in connection with the administration, management and investment of the scheme. You should advise the Trustees of any relevant fees to be met by exercising these powers. Renewal fees are paid annually in arrears.

3.1 Money Laundering Certificate

(Must always be completed by your Financial Adviser)

For use by Financial Advisers introducing UK-resident private individuals. Please complete a separate form for all parties to the contract who are required to undertake identification verification.

1. Applicant's Details

Title	Forename(s)
Surname	
Address	
	Postcode
Date of Birth	

2. Contact type (tick one box only)

<input type="checkbox"/>	Face-to-face	Requires one document from Section 3 below and one from Section 4 below
<input type="checkbox"/>	Non face-to-face	Requires two documents from Section 3 below and two from Section 4 below

3. Evidence of Identity

Please tick box relating to evidence seen and either complete details or attach certified copy of documents.

<input type="checkbox"/>	Current Full Passport (signed)		
Passport No.	Country of Issue	Expiry Date	
<input type="checkbox"/>	National ID card		
Card No.	Country of Issue		
<input type="checkbox"/>	Current Full UK Driving Licence or Provisional Photo Driving Licence		
Driving Licence No	Expiry Date		
<input type="checkbox"/>	HM Revenue & Customs (HMRC) Tax Notification		
Tax Ref. No.	HMRC Office		
<input type="checkbox"/>	Firearms Certificate		
Ref. No.	Police Station		
<input type="checkbox"/>	2 of any Bank Credit/Debit/Cheque Cards (from different providers)		
Bank/Building Society Name (1)			
Sort Code (1)		-	Account No. (1)
Bank/Building Society Name (2)			
Sort Code (2)		-	Account No. (2)

4. Evidence of Address

Please tick box relating to evidence seen and either complete details or attach certified copy of documents.

<input type="checkbox"/> Utility Bill or Annual Statement of Utilities (not mobile phone)	
Ref. No.	Utility Co. Name
<input type="checkbox"/> Current Full UK Driving Licence or Provisional Photo Driving Licence (if not used in section 3)	
Driving Licence No	Expiry Date
<input type="checkbox"/> Bank/Building Society/ Credit Union Statement or Passbook	
Bank/Building Society Name	
Sort Code	Account No.
<input type="checkbox"/> Council Tax Bill	
Ref. No.	Council Name
<input type="checkbox"/> HM Revenue & Customs (HMRC) Document	
Tax Ref. No.	HMRC Office
<input type="checkbox"/> Home Visit by Member of Staff	
Address Visited	
	Postcode
Name of Staff Member who conducted visit	

5. I/We certify that:

- I/we confirm that I/we have verified the identity of the applicant named in section 1 using original documentation specified in sections 3 and 4. I/we confirm also that I/we have sighted the original documents and that any requiring a signature were pre-signed.
- I/we confirm that all documents obtained were current at the time of receipt.

AND

- I/we enclose an account opening form completed as requested together with any additional 'know your customer' information.
- I/we confirm that the applicant(s) is/are applying on their own behalf and not as a nominee, trustees or in a fiduciary capacity for any other person.

Full Name of Regulated Firm	
FSA Regulatory No.	Client Name
Signed	
Name	
Position	Date

Instruction to your SIPP Bank account to pay our fees by Direct Debit

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



HORNBUCKLE MITCHELL
TYMAN HOUSE
42 REGENT ROAD
LEICESTER
LE1 6YJ

Originator's Identification Number

5 5 6 9 8 3

Name(s) of Account Holder(s)

Reference

Bank/Building Society account number

0

Branch Sort Code

1 2 2 7 5 9

Instruction to your Bank or Building Society

Please pay Hornbuckle Mitchell Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Hornbuckle Mitchell and, if so, details will be passed electronically to my Bank/Building Society.

Name and full postal address of your Bank or Building Society

To The Manager
Bank of Scotland Plc
11 Earl Grey Street
Edinburgh
EH3 9BN

Bank/Building Society

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.



The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Hornbuckle Mitchell will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Hornbuckle Mitchell or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



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4 Personal Contributions (Complete if making contributions)

You should only complete this section if you intend to make single or regular contributions into your SIPP including in-specie contributions. If you are transferring funds from another pension, complete section 4.4. Where contributions are paid by an employee or self employed individual, they should be paid net of basic rate tax. The tax will be reclaimed by the Scheme Administrator. Please note that the value of the reclaim can only be invested once it has been paid into your SIPP and has cleared. Higher rate tax should be reclaimed via self-assessment. A Standing Order mandate will be set up for collection of regular contributions. *Cheques should be made payable to: Private Pension – Initials and Surname*

Important changes introduced in the 2009 budget

- From 6 April 2011 the Government intends to restrict higher rate tax relief on pension contributions for people with relevant annual income of £150,000 or more. In the interim period a special annual allowance charge was introduced from 22 April 2009.
 - The special annual allowance applies to members on or after 22 April 2009:
 - who have annual relevant income of £150,000 or more in any of the tax years from and including 2007/08
 - who make pension contributions over and above their existing regular (quarterly or more frequent) arrangements
 - whose total annual contributions, including increases from 22 April 2009, exceed £20,000.
 - The special annual allowance is £20,000 per tax year reduced by the annual amount of regular ongoing pension contributions. The special annual allowance may be more than £20,000 if the average of the ad hoc contributions made since the 2007/08 tax year exceeds £20,000.
 - Contributions made in excess of the special annual allowance are subject to an income tax charge (set at 20% for 2009/10), charged against the member, not the pension scheme, which is collected via their self assessment tax return.
 - Members who exceed the £150,000 annual relevant income limit can continue to reclaim higher rate tax relief without penalty on their ongoing regular pension contributions. For these purposes, 'regular' is defined as quarterly or more frequent and the contribution arrangement had to be set up prior to 22 April 2009.
 - Members who believe they may fall within these rules should speak to their financial adviser before proceeding with additional contributions.
- IMPORTANT NOTE:** this summary is based on the HMRC and Treasury guidance published 22 April 2009 on the draft legislation for the Finance Bill 2009.

Enhanced protection

Do you have enhanced protection? Yes No

If you have Enhanced Protection any contribution made to this scheme will result in the loss of the Protection. For further information please speak to your Financial Adviser

Occupation & Eligibility

Occupation	Approximate annual earnings (if applicable) £
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Please tick **one** of the the following:

- | | |
|--|--|
| <input type="checkbox"/> Employed | <input type="checkbox"/> Pensioner |
| <input type="checkbox"/> Self-employed | <input type="checkbox"/> Child (the individual is under the age of 16) |
| <input type="checkbox"/> Caring for one or more children aged under 16 | <input type="checkbox"/> Caring for a person aged 16 or over |
| <input type="checkbox"/> In full time education | <input type="checkbox"/> Unemployed |
| <input type="checkbox"/> Other (Please specify) | <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> |

Source of Funds

Please tick one or more of the following boxes to indicate how the contributions are being funded:

	Member contribution	Third party contributions
From earnings	<input type="checkbox"/>	<input type="checkbox"/>
Savings	<input type="checkbox"/>	<input type="checkbox"/>
Divorce settlement	<input type="checkbox"/>	<input type="checkbox"/>
Inheritance	<input type="checkbox"/>	<input type="checkbox"/>
Lottery or other winnings	<input type="checkbox"/>	<input type="checkbox"/>
Property sale	<input type="checkbox"/>	<input type="checkbox"/>
Gift	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify below)	<input type="checkbox"/>	<input type="checkbox"/>

Personal Contributions (if you are self-employed, an employee or wish to make a personal contribution)

How much would you like to pay into your SIPP?

Net single contribution £	Net regular contribution £
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Frequency of regular contributions (Please tick one box)

Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input type="checkbox"/>	Start date for regular contributions
----------------------------------	------------------------------------	-----------------------------------	--------------------------------------

Will you be utilising input periods* when making the contributions mentioned above?

Yes No

If 'YES' please provide further details:

*Input periods are a way of maximising contributions across more than one tax year. Please refer to your Financial Adviser for more information

Third Party Contributions

Will your personal contributions be paid to Hornbuckle Mitchell by a third party, other than your employer?

Yes No

If 'YES' please provide the details below. If 'NO' please proceed to the 'Financial Adviser' section.

Third Party Details

Title	Forename(s)
Surname	
Address	
	Postcode

OR

Organisation Name
Address
Postcode

PLEASE NOTE:

- You will need to supply documentary evidence of the identity of the third party.
- If you are paying 'excess' contributions (i.e. an amount over your 100% to which you are not entitled to tax relief), please confirm this to the Hornbuckle Mitchell Group Plc in writing when you submit your application form. We will retain this record for 6 years.
- Please note that cheques are banked on the date of receipt. Once the contribution has been paid into your SIPP bank account it will not be invested until we receive written instructions from you or your Financial Adviser.

4.1 Employer Contributions (Complete if making contributions)

Notes for Employer Contributions

Please read these notes before completing the Employer contribution details

With effect from 6 April 2006, a Code of Practice entitled 'Reporting late payment of contributions to personal pensions' came into effect. This provides guidelines with regards to employers who are paying contributions to an employee's SIPP by way of an agreement with the employee.

The agreement, which is made between an employer and an employee is called a 'direct payment arrangement' and any contributions that have been deducted direct from an employee's pay and/or paid on the employer's own account fall under the direct payment agreement.

The Code of Practice takes into account the direct payment agreement and states that if the employer makes a late payment (e.g. paid after the due date, or not received at all), or does not provide information requested by the scheme administrator, the scheme administrator is then required to make a report to the Pensions Regulator, if it is deemed as being of 'material significance'.

Late payments mean any type of contribution paid by the employer that was not received by Hornbuckle Mitchell by the due date. The due date is classed as follows:

- Where contributions have been deducted from employee's earnings, Hornbuckle Mitchell must receive these monies by the 19th of the following month after the contributions were deducted.

- Where an employer contribution is being paid, the employer must confirm in writing their intention to make the contribution and the intended date.

Please note: This form constitutes a written instruction.

If the late payment is deemed by Hornbuckle Mitchell to be of any significance to the Pensions Regulator, it will be reported immediately. Examples of when a report will need to be made are as follows:

- Where contributions have still not been paid 90 days after the due date.
- If Hornbuckle Mitchell become aware that an employer is unable to make contributions by the due date as a result of the employer not having sufficient procedures in place to facilitate the payment.

With regards to the provision of information, the employer has 30 days from the date that Hornbuckle Mitchell request information to provide details. If the employer does not provide the information within the 30 day period, Hornbuckle Mitchell must report this to the Pensions Regulator within a further 30 day period.

More information about this Code of Practice can be found at www.thepensionsregulator.gov.uk

Details of Employer contributions

To be completed by the employer paying contributions on behalf of a member from their own account or deducting contributions from a members salary

Employer Details

Company Name	
Contact Name	
Address	
	Postcode
Telephone	Email

Contribution Details

Regular contributions (amount of each contribution) £	Regular contribution commencement date
Single contribution amount £	Payment due date*

*This is the latest date Hornbuckle Mitchell must receive the payment by. The payment due date must always be completed.

Frequency	Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input type="checkbox"/>
Will you be utilising input periods* when making the contributions mentioned above?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

If 'YES' please provide further details:

--

Date employee is paid	Frequency of contributions taken from pay
Date the first contribution will be deducted	Month which the first payment will relate to

4.2 Employer Verification of Identity Form

(To be completed by the Financial Adviser when Employer contributions are to be made)

Details of Employer

Full name of employer

Type of entity (corporate, trust, etc)

Location of business (full operating address)

Registered office in country of incorporation

Registered number (if appropriate)

Relevant company registry or market listing authority

Names of directors

Names of principle beneficial owners

Confirmation

I/we confirm that

- (a) the above was obtained by me/us in relation to the customer
- (b) the evidence I/we have obtained to verify the identity of the customer

Meets the guidance for standard evidence set out within the guidance for the UK and Finance Sector issued by the Joint Money Laundering Steering Group JMLSG;

Or exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation).

Signed (employer)

Date

Name

Position in company

Employer's Verification of Identity

Full Name of Regulated Firm (or Sole Trader)

FSA Reference Number

Explanatory Notes

1. 'Relevant company registry' includes other registers, such as those maintained by charity commissions (or equivalent) or chambers of commerce.
2. This form cannot be used to verify the identity of any customer that falls into one of the following categories:
 - those who are exempt from verification as being an existing client of the introducing firm prior to the introduction of the requirement for such verification;
 - those whose identity has not been verified by virtue of the application of a permitted exemption under the Money Laundering Regulations; or
 - those whose identity has been verified using the source of funds as evidence.
3. This confirmation must carry an original signature.

4.3 Standing Order Authority

Organisation you wish to pay

Name of Organisation																			
Bank Name and Address																			
Sort Code				-				-		Account No.									
Reference (if any)																			

Payment Details

Amount of first payment	£	Date of first payment																			
Amount of regular payment	£																				
Amount of regular payment in words																					
Frequency	Monthly						Quarterly						Annually								
Date of usual payment																					
Please continue payment until further notice																		Yes		No	
or																					
Amount of final payment (if applicable) £										Date of final payment (if applicable)											

Account Holder Details

Account Name																			
Bank Name and Address																			
Sort Code				-				-		Account No.									

Account Holder Signature

Please debit my/our account according to the above instructions.

Signed										Date									
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4.4 Transfers (Complete if transferring from another Pension Scheme)

If you are transferring from more than one existing pension, please copy this form.

Name of Pension Company		
Address (of scheme trustees or administrator)		
	Postcode	
Pension Reference	Transfer value	
Are you/your Adviser arranging the transfer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'NO', do you want Hornbuckle Mitchell to arrange this transfer?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will the transfer be a cash only transfer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'NO', please complete the following details of the assets to be transferred in specie (please continue on a separate sheet if necessary)</i>		
Name of Asset and Description (including units and fund)	Ref/Policy Number	Value
Are you already taking benefits from this pension?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'YES', what is the estimated value of the fund from which benefits have been taken?</i>		
Is the transfer a Pension credit rights transfer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the transfer Death Benefit Lump Sum Rights ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is this transfer part of a 'block transfer' within the meaning of Schedule 36 to the Finance Act 2004?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'YES', please use the space below to provide full details of the transfer and in particular please provide details of any tax-free cash entitlement, normal minimum pension age or other such rights/entitlements which may be protected as a result of the 'block transfer' pursuant to Schedule 36 of the Finance Act 2004.</i>		
Does the transfer include any Protected Rights?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'YES', what is the value of Protected Rights?</i>		
Are you already taking benefits from this scheme?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If 'YES', estimated value of fund from which benefits have been taken?</i>		
<i>If you would like Hornbuckle Mitchell to organise the transfer, in order to speed up the transfer process please sign below.</i>		
I authorise the above pension company to provide the information required by Hornbuckle Mitchell for the above transfer to take place. Please take this as my instruction to transfer the funds detailed above from the above pension into this scheme.		
Signed	Date	

Declaration

22 This declaration should be signed by all applicants including the legal guardian of an applicant who is under the age of 18.

1. I agree to be bound by the Trust Deed and Rules and apply to become a member of The Private Pension Plan.
2. I understand that my membership is based on the information disclosed on my application form and the options I have selected and I agree to ensure that Hornbuckle Mitchell Trustees Ltd and The Hornbuckle Mitchell Group plc are kept accurately informed of any information that they may require to administer my Scheme. This information should be provided within 30 days of any changes for example to my employment, (including becoming unemployed); to my residency status; to my name or to my permanent residential address.
3. I understand and agree that The Hornbuckle Mitchell Group plc are entitled to charge fees and expenses for administering my Scheme. I have received a copy of and agree to pay these as set out in the schedule of fees current at the date of this application together with those charges detailed in the Financial/Professional Advisor section of this application. I understand that the charges represent your fees and will not be refunded if the scheme is closed on any date other than the anniversary date.
4. I understand that The Hornbuckle Mitchell Group plc may amend or increase these fees.
5. I understand and agree that fees are automatically deducted from my Scheme, unless I confirm that they are to be paid outside of my Scheme. I confirm that I am responsible for ensuring funds are available for the payment of the scheme fees on the due date. If fees are not met within 28 days, I understand and agree that steps will be taken to recover the outstanding fees and that I will be required to cover all costs associated with the recovery of the fees.
6. I authorise The Hornbuckle Mitchell Group plc to realise investments under the pension scheme in order to pay any monies due, relating to scheme fees and/or third party charges payable or pension or death benefits at its sole discretion if I or my advisers fail to give adequate instructions in that respect.
7. I understand and agree that Hornbuckle Mitchell Trustees Limited and The Hornbuckle Mitchell Group plc shall bear no liability for any tax charge, unauthorised payment charge, lifetime allowance charge (or any other charge under the Finance Act 2004) payable by the pension scheme. If any such charge is incurred or such payment is made, I understand and agree that The Hornbuckle Mitchell Group plc shall be entitled to take steps to recover any fees, charges or expenses incurred by them in respect of such liability.
8. I understand that The Hornbuckle Mitchell Group plc will normally correspond with my Financial Adviser unless I have requested otherwise.
9. If I am no longer entitled to tax relief on my contributions I will inform The Hornbuckle Mitchell Group plc in writing either within 30 days of the occurrence or by the end of the tax year in which this occurs.
10. I confirm that I will not claim tax relief on contributions made in any tax year to any registered pension schemes which in total are over and above the higher of:
 - the 'basic amount' (currently £3,600), or
 - my 'relevant UK earnings' and if these are higher than the annual allowance, I understand that I will incur tax charges on the excess through self assessment.
11. I also confirm that if I intend making contributions that are not to benefit from tax relief (for example 'excess' contributions), I will inform The Hornbuckle Mitchell Group plc in writing.
12. I request Hornbuckle Mitchell Trustees Limited and The Hornbuckle Mitchell Group plc, to appoint the Investment Manager nominated in the application if applicable, but fully understand and agree that I or my Professional/Financial Adviser are solely responsible for all decisions relating to the purchase, retention and sale of the investments forming part of the pension scheme and that Hornbuckle Mitchell Trustees Limited and The Hornbuckle Mitchell Group plc are jointly indemnified out of the assets of my Scheme (or if these are not sufficient, by me) against any claim in respect of such decisions.
13. I request that The Hornbuckle Mitchell Group plc arranges for the payment of benefits set out in the Benefit Payment section of this application and I understand that the income will be limited to the amount stipulated by the Government Actuary's Department, although I may change the level of income taken within these limits during each payment year.
14. I understand that:
 - My pension is taxed as income and The Hornbuckle Mitchell Group plc will be responsible for operating a P.A.Y.E system and will forward the necessary tax liability to the HM Revenue & Customs (HMRC).
 - Under current legislation an alternatively secured pension or an annuity will have to be secured on my 75th birthday.
 - If I take a pension commencement lump sum as the means to increase contributions significantly to my SIPP it will be treated as 'recycling' under certain circumstances by HMRC, and the lump sum will be defined as an unauthorised member payment.
 - The Hornbuckle Mitchell Group plc cannot be held responsible for insufficient liquidity within the pension scheme to ensure continuous payment of benefits.
15. If appropriate The Hornbuckle Mitchell Group plc has my authority to check with HMRC the details of any certificate which I supply which protects my fund against the lifetime allowance limits.

16. The surviving Trustees have absolute discretion but, in the event of my death, I should like the beneficiaries named on the Expression of Wish form to be the recipient of any fund available.
17. I understand and agree that I will only request benefits to be paid that are within the current HMRC rules at the time of the request.
18. To the best of my knowledge and belief the statements included in the application are true and complete and I understand that it is an offence to make false statements and that the penalties are severe and could lead to prosecution.
19. I confirm I have read and agree to the notes in the Appendix overleaf.
20. I understand that Hornbuckle Mitchell may undertake a search with a reference agency for the purposes of verifying my identity. To do so, the reference agency may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of the search will be retained as an identity search and not a credit reference.
21. I agree to be bound by the Trust Deed and Rules and apply to become a member of The Private Pension. I understand that any amendments to the Private Pension contract will be notified to me in writing within 14 days.
22. I hereby give my authority for any information regarding my existing pension arrangements to be released to Hornbuckle Mitchell Group plc at their request. Furthermore, a copy, including a facsimile, of this declaration will have the same authority as the original.
23. I understand that the Private Pension can hold protected rights and if I transfer protected rights monies into my pension scheme, Hornbuckle Mitchell Group plc will need to ensure that they maintain a split between protected and non protected rights at all times. I agree that I will take retirement benefits in equal proportion using both the protected rights and non protected rights funds.
24. I understand that should my annual income in any tax year (or in any of the previous two tax years) exceed £150,000, special rules will apply to the tax relief granted on my pension contributions, such rules being designed to restrict any relief to basic rate rather than my marginal tax rate.

Declaration

This declaration should be signed by the legal guardian of an applicant who is under the age of 18.

I declare that:

1. I understand that I am responsible for this contract as if I were the member until the member reaches 18, and that I am responsible for ensuring the member's contribution limits are not exceeded.
2. I understand that any contributions paid to the scheme may only be returned to the member in the form of benefits payable under the rules of the scheme.

Signed (Legal Guardian of Member)

Date

Data Protection Statement

The information on this form and any supplementary information provided by me and/or my nominated advisers will be used by The Hornbuckle Mitchell Group Plc to:

1. Set up and administer my Private Pension
2. Send me information relating to my Private Pension
3. Share my details with other companies within the Hornbuckle Mitchell Group plc and their associated companies so that they may provide administration services in respect of my plan
4. Pass my details to market research organisations for the purpose of confidential market research surveys

If you do not want to receive marketing information or do not wish your details to be released to market research organisations, please tick this box

You have the right under the Data Protection Act 1998 to access information held about you by The Hornbuckle Mitchell Group plc upon payment of a fee. An information sheet is available on request.

I agree to the terms and conditions in the Declaration and the Data Protection Statement.

Signed (Member/Legal guardian)

Date

Checklist

Please ensure you have signed

Page 04: To confirm expression of wish

Page 07: To confirm your advisers commission

Page 11: The direct debit mandate

Page 19: The standing order for regular contributions

Page 20: If you are making a transfer and you would like Hornbuckle Mitchell to request the transfer

Page 26: Agreeing to the terms and conditions and data protection

Please also ensure you have enclosed all relevant additional forms (e.g. Transfer discharge forms if required)

Deed of Appointment

Date

1. Parties

1. THE HORNBUCKLE MITCHELL GROUP PLC (company number 02089815) (in this deed called the Operator)

2 Name of Member

Address

Postcode

(in this deed called the Member)

2. Recitals

- A. The Private Pension (in this deed called the Scheme) is a personal pension scheme which is now governed by rules (in this deed called the Rules) adopted by a deed dated 01 October 2008.
- B. The Member has been, or is to be, admitted to membership of the Scheme.
- C. The Operator wishes to exercise the power in Rule 4.3 of the Rules to appoint the Member as an additional trustee in relation to the Member's Individual Funds and to hold those Individual Funds jointly with the Independent Trustee (as defined in the Rules).

3. Operative provisions

- Rule 1 of the Rules shall apply for the purposes of construing this deed.
- The Operator appoints the Member to act as an additional trustee with effect from and including the date of this deed in relation only to the Member's Individual Funds and to hold those Individual Funds jointly with the Independent Trustee.
- The Member accepts the appointment.
- The parties shall execute such documents, give such undertakings or take such other action as may from time to time in the opinion of the Operator be required to perfect the appointment made by this deed.

IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

SIGNED as a deed, and delivered when dated, by **THE HORNBUCKLE MITCHELL GROUP PLC** acting by two directors or under common seal by two authorised signatories

Authorised Signatory/Director

Name

Signature

Name

Signature

SIGNED as a deed, and delivered when dated, by

Name of member

Signature

in the presence of

Name of Witness

Signature

Address

Postcode

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Appendix

- The application form acts as part of your application for membership of The Private Pension.
- The details given in this Appendix are for guidance. The descriptions and definitions which apply are those in the legislation. If you are in any doubt, you should contact a Financial/Professional Advisor, the Scheme Administrator, your Accountant or, where appropriate, your Inspector of Taxes.
- HMRC is an acronym for Her Majesty's Revenue & Customs.
- The Private Pension (the 'Scheme') is a registered pension scheme for the purposes of Part 4 of the Finance Act 2004 and is made up of 1,000 segments, which are held within one or more 'arrangement(s)' for the purposes of the Act. If you transfer benefits that you are already receiving income from into the Scheme (either as an unsecured pension or alternatively secured pension) these funds will be held in separate Arrangements to any other funds you hold under the Scheme.
- The 'Scheme' means the total value, under all your Arrangements, of the contributions paid and any transfer payments or credits accepted into the SIPP plus investment returns minus fees.
- The Scheme is governed by a trust deed and rules (called the 'Trust Deed' and 'Rules' respectively), as amended by any subsequent deeds. Hornbuckle Mitchell Trustees Limited and you, as a member, are the Trustees and The Hornbuckle Mitchell Group plc is the scheme administrator. The trust deed and rules can be found on our website at www.hornbuckle.co.uk
- The Provider of the Private Pension is the Bank of Scotland plc Registered in Scotland SC327000 whose Registered Office is The Mound, Edinburgh EH1 1YZ. A bank account is opened with the Bank of Scotland plc under your Scheme to accept deposits and hold monies until investments. The terms and conditions of the Bank of Scotland account are available on request. You must maintain a cash balance of at least £1,000 in the bank account.
- All monies received into the scheme by way of contributions and/or transfers of pension benefits from other providers into the Scheme by you or on your behalf shall be apportioned equally between your 1,000 segments that, at the time of the contribution or transfer, are not in drawdown.
- You may nominate one or more, Financial/Professional Advisers or Investment Managers to act in respect of your Scheme. Hornbuckle Mitchell Trustees Ltd and the Hornbuckle Mitchell Group PLC do not accept any liability for the choice of the Financial/Professional Advisers or Investment Managers nor will we provide investment advice or act as an Investment Manager. You or your Financial/Professional Adviser must direct the manner in which the funds within your Arrangements are to be invested. Hornbuckle Mitchell Trustees Ltd and The Hornbuckle Mitchell Group plc cannot accept any liability for any decisions relating to the purchase, retention and sale of the investments within your Scheme.
- Where you wish to invest in commercial property/land The Hornbuckle Mitchell Group plc will require:
 - A completed property application form
 - The appointment of a Property Manager, which can be one of the members of the Scheme.
- Documentation in respect of the property purchase and borrowing must be in the name of all of the Trustees of the Scheme.
 - An environmental report be carried out, which we will organise, however we require payment of the fee due in advance of requesting the report. Any recommendations in the report must be carried out prior to exchange of contracts. The cost of the report and recommendations will be classed as a property expense and therefore payable by the Scheme.
 - The liability of Hornbuckle Mitchell Trustees Ltd and Hornbuckle Mitchell Group plc, with regards to the property purchase and borrowing, will be limited to the assets of your Scheme.
 - The property is to be insured. The Tenant is responsible for repaying the insurance premiums to the Landlord once insurance in place.
- If you are not satisfied with any element of the services provided by us, you should write to the office that administers your scheme and it will be dealt with in accordance with our complaints procedure, a copy of which is available on request.
- The Private Pension will be governed by and constructed in accordance with the laws of England & Scotland. The courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with your membership of the Private Pension. Hornbuckle Mitchell Trustees Ltd and you, as co trustee and member of the Scheme, agree to submit to the exclusive jurisdiction of the courts.

Contact

If you have any questions or would like any further information, please contact us at one of the following regional offices.

SCOTLAND, NORTHERN IRELAND AND NORTH EAST

4 Albyn Place, Edinburgh EH2 4NG

T 0131 220 0353

F 0131 220 0369

E scotland@hornbuckle.co.uk

NORTH WEST

Cotton Court, Middlewich Road, Holmes Chapel,

Cheshire CW4 7ET

T 0845 345 7505

F 01477 539209

E north@hornbuckle.co.uk

MIDLANDS (HEAD OFFICE)

Tyman House, 42 Regent Road, Leicester LE1 6YJ

T 0845 345 2555

F 0116 254 3342

E midlands@hornbuckle.co.uk

LONDON OFFICE

T 0845 124 5394

www.hornbuckle.co.uk

SIPP-AF-1009-0

APPLICATION FORM

**HORNBUCKLE MITCHELL PENSION FUND ACCOUNT
SIPP**

1	2	2	7	5	9
---	---	---	---	---	---

0	6						
---	---	--	--	--	--	--	--

Guidance Notes for Completion

Please complete all sections of the Application Form using BLOCK CAPITALS. Text in italics gives you information to help you complete this form. If you need further assistance, please contact us. Please ensure that you have read the Data Protection Notice in section 6 of this Application Form before completing your details and signing.

Verification of Identity

When you open an account, we may ask for additional information to confirm your identity. Bank of Scotland plc, in common with other financial services providers, has account opening procedures which reflect current legal and regulatory requirements (and best practice industry guidance) aimed at preventing money laundering and terrorist financing. In the event that these requirements are not satisfied but, nevertheless, money is paid into your account, Bank of Scotland plc may suspend operations on the account until identity is established. This is for your protection as well as ours, and is not intended to cause you inconvenience.

Suitability of Account

Bank of Scotland plc does not give advice to any person regarding the suitability of any Account for investment purposes in connection with the Scheme. It is the sole responsibility of the trustee(s) to obtain suitable professional advice that the Account is suitable for the Scheme's purposes. Bank of Scotland plc will not be liable in any circumstances where it is subsequently discovered that the Scheme could not open or operate any Account.

Information is available in large print, audio and Braille on request. You may contact us using Type Talk.

Section 1 – About the Scheme

1.1 Name of Account

Please enter the name in which you want us to open the Account (maximum 30 characters).

1.2 Name of your Scheme

**Private Pension
(the "Scheme")**

1.3 Date your Scheme was set up

/ /

1.4 Is the Scheme registered with (or approved by) HM Revenue & Customs and eligible to receive interest gross?

(tick) Yes Y No

If 'yes', we must have received a copy of the confirmation of registration of the Scheme with HM Revenue & Customs and have been provided with the Pension Scheme Tax Reference. If 'no', or if we do not receive this supporting evidence, we will pay interest after deduction of tax.

1.5 Contact Address for Statements

Contact name

Position

Address

Postcode

1.6 Address for Duplicate Statements
(complete only if you want duplicate statements – a charge may apply)

Name

Address

Postcode

1.7 Contact E-mail address

@

1.8 Contact Telephone number

You can give us additional contact names and addresses if you wish. Please use a separate sheet.

Section 2 – About the Trustee(s)

Please insert details of **all** the trustees of the Scheme in the space provided below (including any “Additional Trustees” or “Reserve Trustees” appointed under the rules of the Scheme, who become trustees on the death of any trustee who is an individual).

You must provide a full 3 years address history for each person named in this Section. Please continue on a separate sheet where necessary.

	1	2	3	4
Full name	Hornbuckle Mitchell Trustees Ltd			
Registered Number (if applicable)	02741578			
Position(s) (e.g, Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc) <i>If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here</i>	Professional Trustee & Authorised signatory			
Permanent address <i>Please also provide the date the individual moved to this address – if less than 3 years ago, please also complete the previous address section</i>	Cotton Court Middlewich Road Holmes Chapel Cheshire			
	CW4 7ET Postcode	Postcode	Postcode	Postcode
	Country: UK Date: / /	Country: Date: / /	Country: Date: / /	Country: Date: / /
Previous address (and date moved to this previous address) <i>A complete 3 year address history must be provided</i>				
	Postcode	Postcode	Postcode	Postcode
	Date: / /	Date: / /	Date: / /	Date: / /
Date of birth / incorporation	20/08/1992	/ /	/ /	/ /
Nationality / country of incorporation	UK			

Section 3 – Account Operations Mandate

Please enter the names of each person you wish to appoint as an Authorised Signatory on the Account (including any Member Trustee) in the table on the next page, and ask them to sign their specimen signature in the space provided. Please ensure that you have completed Section 2 in relation to any Authorised Signatory that you appoint.

An **Authorised Signatory** is someone who can give instructions on your behalf (in accordance with the terms of this Account Operations Mandate) in relation to the Account(s). This includes providing instructions to transfer or withdraw money from the Account(s), receiving information about the Account(s) and notifying Bank of Scotland plc of changes in any of the information that you have provided to Bank of Scotland plc. This also includes agreeing to deposit funds being placed on a fixed term (and fixed rate) basis.

Please complete the table on the next page to set out each person you wish to appoint as an Authorised Signatory. Then ask each Authorised Signatory to read the 'Declarations by each Authorised Signatory' below and sign the table on page 7 in the space provided.

Declarations by each Authorised Signatory

By signing where indicated in the table on page 7 (or in the continuation sheet attached), each Authorised Signatory confirms s/he has received a copy of the terms and conditions for the Account(s) and agrees to be bound by them.

Data Protection Notice

- I understand that all my personal data will be treated confidentially by Bank of Scotland plc and will only be used for the purposes of processing any Account of which I am an Authorised Signatory, now or in the future, and may be disclosed to the holders of the Account and other Authorised Signatories on the Account from time to time.
- I authorise you to search and record information at the Credit Reference Agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

You must provide a **full 3 years address history** for each person – please use a separate sheet if necessary. If you need to set out more Authorised Signatories or need extra space, please copy this page and use as a continuation sheet.

	1	2	3	4
Full Name	Hornbuckle Mitchell Trustees Ltd			
Position	Professional Trustee			
Permanent Address	Cotton Court Middlewich Road Holmes Chapel Cheshire			
Postcode	CW4 7ET			
Date moved to this address				
Previous Address (You must provide a full 3 years address history for each person. Please use a separate sheet if necessary.)				
Postcode				
Date moved to this address				
Date of Birth				
Nationality				
Country of Residence				
Ownership % (if 10% or more)				

Please complete the final column of the table below if (and only if) you wish to appoint an Authorised Signatory as a joint signatory and clearly indicate who any such signatory must sign with (you may wish to assign categories to signatories in order to do this in the space provided). If you do not complete this column in relation to any Authorised Signatory, any such signatory will be able to provide instructions alone.

Name of Authorised Signatory	Specimen Signature	IF JOINT SIGNATORY ONLY	
		Category of signatory (e.g. A, B or Other) (if applicable)	Who must this person sign with? (e.g. "any B signatory")
Example: John Smith *	<i>John Smith</i>	A	any B signatory
Hornbuckle Mitchell Trustees Ltd	See Authorised Signatory List	A	B

*This means that John Smith may sign with any "B" Authorised Signatory.

Section 4 – Use of the Account

4.1 Source of Funds

Please tick the relevant boxes below to indicate where funds deposited into an Account are expected to come from.

- | | | | |
|--------------------------|---------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | Investment maturity | <input type="checkbox"/> | Savings |
| <input type="checkbox"/> | Annual income | <input type="checkbox"/> | Sale of Asset |
| <input type="checkbox"/> | Inheritance | <input type="checkbox"/> | Existing Pension Fund |
| <input type="checkbox"/> | Retirement Capital | <input type="checkbox"/> | Redundancy Payment |
| <input type="checkbox"/> | VAT Reclaims | <input type="checkbox"/> | Employment Contributions |
| <input type="checkbox"/> | HMRC Payments | <input type="checkbox"/> | Dividends |
| <input type="checkbox"/> | Rental Income | | |

4.2 Account Activity

Please tick ONE box below to indicate how frequently you expect there to be transactions on the Account (i.e., deposits and withdrawals).

EITHER:

- In line with regulated pension scheme parameters as defined by HM Revenue & Customs

OR (tick ONE box)

- | | | | |
|--------------------------|--------------------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Fewer than 200 transactions per year | <input type="checkbox"/> | 200 to 999 transactions per year |
| <input type="checkbox"/> | 1,000 to 9,999 transactions per year | <input type="checkbox"/> | 10,000 transactions per year or more |

4.3 Annual Income

What is the actual/anticipated annual income of the Scheme? (tick one box)

- | | | | |
|--------------------------|----------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | Less than £100,000 | <input type="checkbox"/> | £100,000 to £249,999 |
| <input type="checkbox"/> | £250,000 to £999,999 | <input type="checkbox"/> | £1,000,000 to £9,999,999 |
| <input type="checkbox"/> | £10,000,000 or more | | |

4.4 Statement Frequency

Please tick ONE box below to indicate how frequently you wish to receive statements. If you do not tick any box, statements will be provided or made available monthly.

- Monthly Quarterly Annually

Section 5 – Declarations by the Trustees

I/We, the trustee(s) named in Section 2 above, request and authorise Bank of Scotland plc to open an Account in my/our name(s) as trustee(s) of the Scheme detailed in Section 1.2 above.

(Where relevant) We appoint each person named in Section 3 as an Authorised Signatory in relation to the Account. We confirm that their signing powers are as stated in Section 3. We confirm that the specimen signatures set out in Section 3 are the signatures of the Authorised Signatories. We confirm that the trust deed and/or rules of the Scheme permit us to delegate authority to operate the Account in the manner set out in Section 3 and we agree to pay Bank of Scotland plc for any losses suffered by it as a result of any operation of the Account in accordance with our mandate to Bank of Scotland plc which is in breach of the trust deed and/or rules of the Scheme.

I/We instruct and authorise Bank of Scotland plc to allow the Intermediary named in the Account Summary unlimited access to the Account, to accept and act on instructions from the Intermediary in relation to the Account, and to pass information relating to the Account to the Intermediary and the Intermediary's auditors and regulatory body.

I/we agree that I/we will be jointly and severally liable as trustee(s) for all liabilities created pursuant to my/our agreement with Bank of Scotland plc for the Account, provided that the liability of the "Professional Trustee" or "Corporate Trustee" will be limited to the value of the assets of the Scheme but without prejudice to the full liability of the Member Trustee (if any).

I/We authorise and request Bank of Scotland plc to provide the Scheme auditors with such information as the Scheme auditors request in relation to the Account until I/we withdraw this authorisation by notifying the Bank in writing.

I/We have received a copy of the following documents which contain terms comprising the "Agreement", as that term is defined in the Terms and Conditions for the Account (*please tick*):

Application Form (to be completed, signed and returned by the applicant(s))	✓
Terms and Conditions (to be retained by the applicant(s))	
Account Summary (to be retained by the applicant(s))	
About Your Account Leaflet (to be retained by the applicant(s))	

I/We agree to be bound by the terms of the Agreement.

I/We confirm that all of the information provided in or accompanying this form is true, accurate and complete.

I/We acknowledge that Bank of Scotland plc may pay commission to the Intermediary in consideration of the introducer introducing me/us to Bank of Scotland plc for the Account and that further information about this commission is available from the introducer.

Where Bank of Scotland plc is the provider of the Scheme and where the trust deed and/or rules of the Scheme expressly permit this, I/we agree that Bank of Scotland plc can deduct from the Account:

- (a) all pension scheme related costs, fees and expenses that are payable to Bank of Scotland plc as provider and/or to any "Professional Trustee", "Corporate Trustee" or administrator of the Scheme; and/or
- (b) any tax liability of the Scheme incurred by Bank of Scotland plc and/or any "Professional Trustee" or "Corporate Trustee".

I/We agree that Bank of Scotland plc can deduct these sums without seeking further consent or authority from me/us. I/We understand that Bank of Scotland plc will give me/us fourteen days' prior written notice before it does this.

I/We confirm that the signatures set out in Section 7 below are those of all the validly appointed trustees under the Trust Deed(s) governing the Scheme.

I/We will pay Bank of Scotland plc for all losses, costs, claims, damages and expenses that Bank of Scotland plc suffers or incurs as a result of acting on any instructions (including instructions sent by fax) given by me/us or on my/our behalf in accordance with the Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party.

Section 6 – Data Protection Notice (in this Section 6 only, 'We' refers to Bank of Scotland plc)

To see how we use your information and how to give your consent, please read the Data Protection section on our Group website <http://www.bankofscotland.co.uk/dataprotection> or ask for a printed copy.

We may search credit reference and fraud prevention agencies to check your identity and help us make decisions. Our search is not seen or used by lenders to assess your ability to obtain credit.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained on our Group website <http://www.bankofscotland.co.uk/dataprotection> or by writing to: Bank of Scotland, PO Box 23588, Level 1 Citymark, 150 Fountainbridge, Edinburgh, EH3 9PE.

By signing/submitting this form you agree that we can use your information in the ways described, and that you are entitled to disclose information about any co-applicants/principal shareholders/guarantors/authorised signatories/nominated users or anyone else referred to and they have been advised of this.

Section 7 – Certificate of Authority and Signatures

BEFORE SIGNING BELOW, PLEASE CHECK ALL THE INFORMATION PROVIDED IN THIS FORM AND MAKE SURE YOU HAVE RECEIVED, READ AND UNDERSTOOD THE DOCUMENTS FORMING YOUR AGREEMENT WITH US FOR THE ACCOUNT.

ALL trustees must sign (not Authorised Signatories)

We certify that we are entitled, under the terms of the Trust Deed(s) governing the Scheme, to sign this form and to operate the Account in accordance with the Account terms and conditions. We agree to indemnify Bank of Scotland plc against any loss suffered as a result of any operation of the Account in accordance with this form and/or the Account terms and conditions which is in breach of the terms of the Trust Deed(s).

	Name	Signature	
Trustee 1			Date
Trustee 2			Date
Trustee 3			Date
Trustee 4			Date
For and on behalf of the Professional / Corporate Trustee before this witness	Director		Date

Witness' signature		Print Witness' Name	
Witness' Address			

Please continue signing on a separate sheet and attach if necessary.

IFA CONFIRMATION

(Tick here if this section is not applicable)

(Tick here if the following declaration is applicable)

I/We confirm that I/we supplied the applicant(s) with each of the following documents prior to their signing this Application Form:

- All Sections of this Application Form
- Terms and Conditions of the Account
- About Your Account Leaflet
- Information about the current interest rate(s) applicable to the Account(s)

Name of IFA:

Address:

Signed:

Date:

<u>INTERNAL USE ONLY</u>			
LEID			
RELATIONSHIP MANAGER APPROVAL:			
Form Complete <input type="checkbox"/> Additional standard diligence process complete (where shaded section of table applies) <input type="checkbox"/>			
Name		Rel Code	

1. Definitions

We use the following defined terms throughout these Conditions:

About Your Account Leaflet – the leaflet which sets out information about the Account, including the standard charges applicable and the timing of payments into and out of the Account. This leaflet is provided to You when You apply to open the Account and is available at any time by calling Us or by checking Our website.

Account – the account that You have applied for and opened with Us.

Account Operations Mandate – an authorisation signed by You in relation to the Account, as amended, updated or supplemented by You from time to time, which sets out the rules under which Your Authorised Signatories can give Us Payment Instructions on Your behalf in relation to the Account.

Account Summary – the document entitled "Account Summary" which was provided to You as part of the application pack for Your Account, and which sets out key information about Your Account such as details of restrictions on deposits and withdrawals and information about current interest rates and statements.

Agreement – Your agreement with Us for the Account, consisting of:

- (a) the Application Form;
- (b) these Conditions;
- (c) the Account Summary;
- (d) the sections in the About Your Account Leaflet which set out the standard charges applicable, the timing of payments into and out of the Account and the times by which We must receive Payment Instructions in order to process them on that Business Day;
- (e) the Account Operations Mandate; and
- (f) any other contractual documentation You agree relating to the Account from time to time.

Application Form – the application form You completed and signed in order to open the Account.

Authorised Signatory – any person nominated by You from time to time under an Account Operations Mandate.

Automated Payment – any automated payments to and from the Account including internal transfers between accounts held with Us, Bacs, CHAPS and payments using Our Client Banking and/or online service.

Business Day – any day from 9am until 5pm which is not a Saturday, Sunday or a United Kingdom bank or public holiday.

Client Banking Service – a service We make available to the Intermediary to enable the Intermediary to view information about the Account and to send instructions to Us in relation to the Account on Your behalf (including Payment Instructions) through a secure website, by telephone or by fax, subject to strict security procedures.

Intermediary – the person named as Intermediary in the Account Summary. This may be the Professional or Corporate Trustee, or another organisation. When the Intermediary gives Us instructions in relation to the Account (including Payment Instructions), the Intermediary is acting as Your agent and You are legally responsible for any instructions that are given by the Intermediary, its employees or agents.

Legal or Regulatory Requirement – any law, regulatory undertaking, code of practice or other provision that is binding on Us or that We usually observe in the course of Our business.

Lloyds Banking Group – Lloyds Banking Group plc, registered in Scotland number SC095000 and having its registered office at The Mound, Edinburgh, EH1 1YZ, any direct or indirect subsidiary or holding company (as defined in the Companies Act 2006) and any direct or indirect subsidiary of any such holding company.

Payment Instruction – an instruction given in accordance with this Agreement and which authorises Us to pay money into or out of Your Account.

Professional or Corporate Trustee – the professional or corporate trustee of the Scheme (if any) named in Section 2 of the Application Form.

Scheme – the registered pension scheme named in Section 1 of the Application Form.

Reference Interest Rate – Bank of England base rate or such other externally set rate as We may decide from time to time. Details of the Bank of England base rate are widely available in the media.

Trust Deed – the trust deed, establishment deed or poll establishing the Scheme, together with the rules of the Scheme.

We, Our and Us – Bank of Scotland plc (company number SC327000), The Mound, Edinburgh EH1 1YZ and Our successors and assignees. Our main business is banking. We are authorised and regulated by the Financial Services Authority and our details are on the FSA Register (register number 169628). You can access the FSA Register via www.fsa.gov.uk/Pages/register/

You and Your – the trustee(s) of the Scheme who have applied to open the Account and who have entered into the Agreement with Us.

2. Eligibility and Purpose

2.1 The Account is only available if the Scheme:

- (a) is administered by the Professional or Corporate Trustee or by the Intermediary (or another company in the same group); and
- (b) has registered status with HM Revenue & Customs.

2.2 You must only use the Account for Scheme purposes. You are responsible for ensuring that the Account is operated in accordance with Trust Deed and in accordance with HM Revenue & Customs requirements.

2.3 Any trustee who is an individual must be 18 or older.

2.4 We can decline to open an Account without giving any reason for Our decision.

2.5 We can ask You to provide references or a new Account Operations Mandate at any time.

3. Cancellation of the Account

3.1 If within fourteen days of opening the Account You decide that You no longer want it, You may terminate this Agreement and close the Account. We will refund any money paid into the Account and pay interest on the sum refunded. You should send a written cancellation instruction to Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE.

3.2 If you do not exercise Your right to cancel within the fourteen-day period, You can terminate this Agreement as explained in Condition 16.6 below.

3.3 The information set out in the Account Summary relating to interest rates is correct as at the date stated in the Account Summary. It may not be correct on the date You apply for the Account. If this is the case, We will endeavour to ensure that You are informed of any changes before We open Your Account and We will confirm the amended terms of the Account Summary to You as soon as possible after We open the Account. In this situation, You will not be bound by the terms of this Agreement until We confirm the updated information to You in writing (but subject to any cancellation right You have in the meantime).

4. Payment Instructions

4.1 We will only accept Payment Instructions given:

- (a) through the Intermediary using the Client Banking Service. You will be treated as having given Your consent to any Payment Instruction We receive from the Intermediary, unless You have told Us beforehand that We are no longer to accept Payment Instructions from the Intermediary;
- (b) if We allow You to set up a direct debit or standing order on the Account (please check the Account Summary to see if We allow this), You will be treated as having consented to each debit or transfer by completing and signing the relevant form setting up the direct debit or standing order. This consent will remain in place until You cancel Your Payment Instruction; or
- (c) by letter to Us at Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE or by fax to 0845 602 5422. You will be treated as having given Your consent to a Payment Instruction if Your postal or fax Payment Instructions appear to Us to have been signed by You or by Your Authorised Signatory/ies in accordance with Your Account Operations Mandate. Notwithstanding this, where We receive a Payment Instruction We may (but do not have to) call You or an Authorised Signatory for confirmation before processing the Payment Instruction.

Where there is more than one of You, We have authority to debit the Account on Payment Instructions given by any of You, unless Your Account Operations Mandate says otherwise.

4.2 We will not accept Payment Instructions given by any other means (for example, telephone or e-mail).

4.3 In this Agreement, when We refer to You giving Us instructions (including Payment Instructions), or withdrawing, revoking or cancelling those instructions, We are referring either to You giving or withdrawing, revoking or cancelling those instructions, or to the Intermediary or an Authorised Signatory doing so on Your behalf. In the normal course of business We expect that most instructions given by You will be given to Us by the Intermediary. It is Your responsibility to ensure that the Intermediary and each of Your Authorised Signatories is aware of Your obligations under this Agreement and complies with them.

4.4 Each time You give Us a Payment Instruction You must give Us the account number and sort code of the account to which the funds are to be transferred. Without this information We cannot deposit or transfer the money correctly.

4.5 We have cut-off times for receipt of Payment Instructions. These are set out in the About Your Account Leaflet. If We do not receive Your Payment Instruction before the relevant cut-off time, it will not be treated as being received by Us until the next Business Day. This means, for example, that if You give Us a Payment Instruction through the Intermediary, You must ensure that the Intermediary sends the Payment Instruction to Us before the cut-off time on that Business Day if You want Us to receive and process Your Payment Instruction on that Business Day.

4.6 You must ensure that the Payment Instructions You give Us are complete, correct and in accordance with the Account Operations Mandate. You must also ensure You do not send Us duplicate Payment Instructions. If We receive duplicate Payment Instructions, We can act on them both without checking with You and We will not be liable to You if We do this.

4.7 You must inform Us as quickly as possible if You believe that any Payment Instruction You have given Us is incomplete, incorrect or not given in accordance with the Account Operations Mandate.

4.8 You cannot withdraw or cancel a Payment Instruction after the time the Payment Instruction has been received by Us. However, You can withdraw or cancel a Payment Instruction for future dated transactions if You give Us notice no later than close of business on the Business Day before the day on which the transaction is due to occur. Unless Your instructions specifically state otherwise, if You withdraw or cancel a Payment Instruction for future dated transactions (such as a standing order or recurring direct debit) You will be treated as cancelling the Payment Instruction as a whole.

4.9 You must pay Us for all losses, costs, claims, damages and expenses that We suffer or incur as a result of acting on any instructions (including Payment Instructions) given by You or on Your behalf in accordance with this Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party. This Condition does not affect the limitations on liability set out in this Agreement or in any other related agreement between You and Us from time to time.

5. Our Right to Refuse to Act on Instructions

- 5.1 We can refuse to act on any instruction You give Us, including any Payment Instruction, where:
- (a) We reasonably believe the instructions are unclear or incomplete, or do not appear to be given in accordance with the Account Operations Mandate;
 - (b) We reasonably believe that valid consent has not been given;
 - (c) We suspect that You or someone else is using the Account illegally or fraudulently or outside the terms of this Agreement;
 - (d) the payment seems unusual compared with the way You normally use Your Account;
 - (e) processing the instruction would cause You to be in breach of this Agreement;
 - (f) You are already in breach of this Agreement;
 - (g) We have suspended operations on the Account in accordance with Our rights under this Agreement;
 - (h) We are required to do so due to a Legal or Regulatory Requirement, or We reasonably believe that processing the instruction might cause Us (or another company in the Lloyds Banking Group) to breach any Legal or Regulatory Requirement or might expose Us (or another company in the Lloyds Banking Group) to action from any government or regulator;
 - (i) in the case of payments out of the Account, You have insufficient funds in the Account to make the payment and/or to pay any charge payable; or
 - (j) the terms of the payee's account prevent completion of the transaction;
 - (k) there are technical issues which prevent Us from executing the transaction; or
 - (l) circumstances beyond Our reasonable control prevent Us from offering a normal service (such as computer failure or industrial action).
- 5.2 In addition, We may decide not to process payments to or from a limited number of countries. We will tell You which countries if You ask Us or if You try to make a payment there.
- 5.3 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in Our reasonable opinion is likely to result, in a breach by Us or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and We will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.
- 5.4 If We refuse to act on a Payment Instruction, We will inform You through the Intermediary and We will give You Our reasons for refusing and how to rectify any factual errors that led to Our refusal, unless We are prohibited from doing so due to Legal or Regulatory Requirements. We will inform You as quickly as possible, and in any event no later than the time by which We would have completed the transaction requested in the Payment Instruction.
- 5.5 You can also contact Us to find out (unless Legal or Regulatory Requirements prevent Us from telling You) why We have refused to act on Your Payment Instruction and how You can correct any factual errors that led to Our refusal.

6. Deposits

- 6.1 You can only make deposits into the Account in the way(s) set out in the Account Summary. All deposits must be in the currency in which the Account is denominated.
- 6.2 We may limit the amount You or someone else can pay into Your Account if We think this is necessary to comply with a Legal or Regulatory Requirement or due to system constraints.
- 6.3 Please see the About Your Account Leaflet for information about when payments into Your Account will start earning interest and will be available for withdrawal.

7. Interest

- 7.1 The rates of interest that apply to the Account and the application of that interest are explained in the Account Summary.
- 7.2 Where the interest rate applicable to the Account is linked to a Reference Interest Rate and due to a fall in the Reference Interest Rate the interest rate applicable to the Account falls below 0%, We may change the interest rate so that it remains above 0%. This replacement interest rate will apply until the Reference Interest Rate increases and the usual interest rate applicable to the Account at that time rises above 0% again. When this happens, the usual interest rate will then apply again.

8. Withdrawals

- 8.1 You can make withdrawals from the Account in the way(s) set out in the Account Summary. All withdrawals must be in the currency in which the Account is denominated.
- 8.2 Withdrawals from the Account will be paid within specified timescales set out in the About Your Account Leaflet.
- 8.3 You are not allowed to overdraw the Account.

9. Cheques

- 9.1 This Condition applies where We provide You with a chequebook to use with the Account.
- 9.2 If You put a future date on a cheque, We can still pay it before the date of the cheque. If this happens We will not pay You for any loss that You suffer as a result.
- 9.3 Unused cheques belong to Us. You must return them to Us (or to someone acting for Us) if We ask You to do so.
- 9.4 A cheque written by You may be stopped if You tell Us before We are asked to pay it.
- 9.5 Further details about payments by cheque and Our cheque clearance procedures can be found in the About Your Account Leaflet.

10. Account Information and Notices

- 10.1 We will send You regular statements for the Account. The frequency of these statements will be monthly unless otherwise agreed with Us. We will send statements to the principal contact name specified on the Application Form (or as selected by You from time to time). We will send all other notices to the Professional or Corporate Trustee or (if there is no Professional or Corporate Trustee) to the principal contact name specified in the Application Form or selected by You from time to time.
- 10.2 Where You have opted to receive a statement at intervals greater than monthly, You can request and We will provide You with the following information on any transaction:
 - (a) details of the transaction (into or out of the Account) including a reference enabling You to identify the transaction;
 - (b) the amount of the transaction;
 - (c) any charges applied to the Account in relation to the transaction; and
 - (d) in the case of a payment out of the Account, the date of receipt of the Payment Instruction, or in the case of a payment into the Account, the date of payment of those funds into the Account.
- 10.3 We will only send one copy of each statement or notice. We can send duplicate statements and copy notices subject to the charge set out in the About Your Account Leaflet.
- 10.4 Any notice You send to Us must be sent to the following address: Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE.

11. Charges

- 11.1 Please refer to the About Your Account Leaflet for information about the charges we make for transactions on the Account.
- 11.2 Where You are in breach of this Agreement or a situation set out in Condition 16.1 arises, We can charge You for all costs and losses We incur in connection with suspending or withdrawing the Account, or reversing or recalling any transfer or payment. Please see the About Your Account Leaflet for details of Our charges.
- 11.3 In the event of a disagreement with You as to the level of fees or charges applicable to the Account, the fees and charges set out in the About Your Account Leaflet (as varied from time to time in accordance with the terms of this Agreement) will apply.
- 11.4 Other taxes and costs may be incurred by You in connection with using the Account which are not imposed by Us or paid through Us.

12. Refunds

- 12.1 You may be entitled to claim a refund in relation to an Automated Payment paid out of the Account where:
 - 12.1.1 the transaction was not authorised under this Agreement;
 - 12.1.2 We are responsible for a transaction which has been incorrectly executed and You have notified Us in accordance with Condition 12.3; or
 - 12.1.3 a pre-authorised transaction (excluding a direct debit) did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than You could reasonably have expected taking into account normal spending patterns on the Account or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if You have consented to the transaction; or the amount of the transaction was made available to You at least four weeks before the transaction date; or the refund request is made more than eight weeks after the transaction is debited to the Account.
- 12.2 Direct debit refunds will be made in accordance with the Direct Debit Scheme rules.
- 12.3 If You become aware of a transaction which has not been properly authorised or has been incorrectly executed on the Account You must notify Us by calling Us on the number on Your statement. This notification must be provided as soon as You become aware of the error and in any event within thirteen months of the date of the transaction. If You do not notify Us within these timescales You are not entitled to a refund under this Condition 12.
- 12.4 We may make such reasonable investigations and enquires as are necessary to establish whether or not the transaction has been properly authorised or correctly executed.
- 12.5 If You are entitled to a refund We will also reimburse You for any interest and charges You have incurred as a result of the incorrect execution. We will not be responsible for any indirect or consequential loss resulting from the incorrect execution of the transaction.

13. Changes to Your Information

- 13.1 You must notify Us promptly in writing (not by fax), in such format as We may require from time to time, of any change in the information You have given Us, such as Your name, address, contact details, officers, Authorised Signatories or Account Operations Mandate. We may ask You to provide evidence of any change.
- 13.2 Where You appoint a new Authorised Signatory, You must complete a new Signing Authority Mandate. We must be satisfied with Our identification and other checks in relation to the new Authorised Signatory before We will be prepared to accept Instructions from that person.
- 13.3 Where you appoint a new trustee, We must be satisfied with Our identification and other checks in relation to the new trustee before We will be prepared to accept instructions from that person. The new trustee must agree to the terms of this Agreement.
- 13.4 For practical reasons, it normally takes Us seven Business Days to process notice of any changes to an Account Operations Mandate. Until We have processed Your notice, We can continue to rely on Your existing Account Operations Mandate.

14. Death

- 14.1 If any of the trustees is an individual and that person dies, We will act on the instructions of:
- (a) the remaining trustee(s), if there are any. This would include any "Additional Trustees" or "Reserve Trustees" who have been appointed to act on the death of the current trustee under the terms of the Trust Deed, provided they agree to be bound by the terms of this Agreement; or
 - (b) if there are no trustees remaining, the "Plan Trustee" (if any) appointed under the Trust Deed, failing which the personal representatives of the deceased trustee.
- In either case We will tell the person(s) instructing Us what documentation We will need in order to accept and act on their instructions.

15. Changes to this Agreement, Interest Rates and Charges

- 15.1 We can vary this Agreement, the charges and the interest rates applicable to the Account at any time. We will only vary this Agreement or change interest rates and charges for one of the following reasons:
- (a) to make the terms clearer or more favourable to You;
 - (b) to reflect changes to systems, services, processes or facilities;
 - (c) to reflect a change or expected change in market conditions, general banking practice or Our actual costs in providing services to Our customers;
 - (d) to harmonise Our terms, interest and/or charging rates with other members of the Lloyds Banking Group;
 - (e) to comply with or anticipate changes in Legal or Regulatory Requirements; or
 - (f) to correct any mistake that is discovered in this Agreement.
- 15.2 We will only vary this Agreement, the charges or interest rates by giving You at least two months' notice. Where We give You notice of a change the change will take effect upon expiry of the notice period and You will be taken to have accepted the change unless You notify Us that You do not agree to the change as soon as possible and in any event by the end of the two month period. If You notify Us that You do not agree to the change, We will take this as notification that You wish to close the Account immediately.
- 15.3 Where We vary this Agreement, We will send You written notice at the last address known to Us.
- 15.4 Condition 15.2 does not apply to any change in the interest rate applied to the Account where:
- (a) the change is to Your advantage; or
 - (b) the interest rate applied to the Account is linked to a Reference Interest Rate and the change is made to reflect exactly the amount of any change in the Reference Interest Rate.
- 15.5 Where We make a change to the interest rate applied to the Account under Condition 15.4 the change will take effect immediately and You will be notified by letter, statement insert or message as soon as possible after the change has taken effect. Information about the change will also be available on Our website.
- 15.6 The addition of new services to this Agreement, which do not change any existing terms or conditions of this Agreement or any other terms or conditions relating to any existing service, will not be treated as a change for the purposes of this Condition 15.

16. Suspension and Termination

- 16.1 We can suspend operations on the Account at any time and/or reverse or recall any transfer or payment if:
- (a) the Account is being operated outside the terms of this Agreement; or
 - (b) We have reasonable grounds to believe that the Account may be being operated negligently, illegally or fraudulently, or that if We continue to make the Account available We might be in breach of any Legal or Regulatory Requirement; or
 - (c) the Account is in Your sole name and You die; or
 - (d) We are informed that steps have been taken in connection with Your insolvency, bankruptcy, liquidation, receivership or administration, or that You are subject to any other insolvency process, or We reasonably believe that any of these events is likely to happen;
 - (e) We become aware of any court process against You or any other claim affecting the Account, such as a dispute about the ownership of or entitlement to money in the Account;
 - (f) the relationship between You and Us has irretrievably broken down;

- (g) (if the Account is a joint Account) We become aware of any dispute among the Account holders;
 - (h) We become aware of a dispute between You and the Intermediary concerning the Intermediary's ability to give Us instructions relating to the Account; or
 - (i) there is any question as to the validity of the Account Operations Mandate or any person's authority to instruct Us in relation to the Account; or
 - (j) We believe or have been informed that an unauthorised person has accessed the Client Banking Service and/or Your Account information; or
 - (k) We believe that the security of Our systems may be compromised.
- 16.2 We can suspend the Intermediary's access to and use of the Client Banking Service to give Us instructions in relation to the Account where We have been informed or have reasonable grounds to believe that an unauthorised person has accessed the Client Banking Service using any of the security information used by the Intermediary or its employees or agents, or We have concerns regarding the security of the Client Banking Service, or We suspect fraud.
- 16.3 Unless We cannot do so due to Legal or Regulatory Requirements, We will inform You of Our intention to suspend operations on the Account and/or the Intermediary's use of the Client Banking Service before We do so and We will tell You why We have done this. If We cannot tell You in advance, We will inform You as quickly as possible after We do this.
- 16.4 Where We suspend the Account and/or the Intermediary's use of the Client Banking Service, We will lift the suspension as soon as the circumstances which caused Us to suspend cease to exist, or We receive a court order instructing Us to do so. Interest will continue to accrue on the Account while it is suspended. Please note that where We suspend the Intermediary's use of the Client Banking Service, You will still be able to give Us instructions by post or fax.
- 16.5 We can terminate Our Agreement with You for the Account with immediate effect and without giving any reason for Our decision at any time where:
- (a) You are in breach of the Agreement;
 - (b) We suspect fraud;
 - (c) any information given to Us by You or on Your behalf either in Your application for the Account or at any time during the term of this Agreement turns out to be fraudulent or misleading;
 - (d) We are informed that steps have been taken in connection with Your insolvency, bankruptcy, liquidation, receivership or administration, or that You are subject to any other insolvency process;
 - (e) We are obliged to in order to comply with Legal or Regulatory Requirements or the requirements of any court, government or regulator; or
 - (f) We reasonably believe that by continuing the Agreement We (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator.
- In all other circumstances We can only terminate Our Agreement with You by giving You at least two months' prior written notice.
- 16.6 You can terminate Your Agreement with Us for the Account at any time by giving Us written notice. All of You must sign the written notice.
- 16.7 If there is more than one of You and one of the trustees resigns or is removed as trustee, We will ask for instructions from all of the remaining trustee(s). Provided We receive clear instructions from all of the remaining trustee(s) agreeing to this and We received evidence satisfactory to Us of the resignation or removal of the trustee, We will remove the trustee who has resigned or been removed from the Account and the Account will continue in the name(s) of the remaining trustee(s).
- 16.8 On termination of this Agreement You must return all cheque books and pay Us any balance You owe on the Account.
- 16.9 You will be liable for all obligations, costs and charges incurred before, during and after closure of the Account.

17. Complaints

If You have a complaint about the Account, You should contact Us in writing, by fax or telephone. Alternatively, You can contact the Intermediary, who will then contact Us on Your behalf. A copy of Our complaints procedure is available on our website at <http://www.bankofscotland.co.uk/corporate/contact/complaints/procedure.html>. If You are not satisfied with the way We deal with Your complaint You may be entitled to refer this to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

18. Liability

- 18.1 Where a transaction is properly authorised in accordance with the terms of this Agreement, We are responsible for the correct execution of Automated Payments into and out of the Account unless We can prove that the error in the execution of the Automated Payment was due to the fault of the payee's or payer's bank or building society (as the case may be).
- 18.2 Where We are liable for an incorrectly executed transaction out of the Account, We will restore Your Account to the state in which it would have been had the defective payment not taken place.
- 18.3 Where We are liable for the misallocation of funds or the failure to collect funds into Your Account, We will restore Your Account to the state it would have been in if the payment had been correctly made.
- 18.4 Where You wrongly identify the person and/or account (including account number and sort code) to which a payment should be made, We will make reasonable efforts to recover the payment made, but We will not be liable for any losses which may be incurred by You. Our charge for tracing the payment is set out in the About Your Account Leaflet.

- 18.5 Under Our contract with the Intermediary for the Client Banking Service, We impose strict security obligations on the Intermediary in terms of its use of the Client Banking Service. These include obligations to keep login and other security information secure and not to disclose this to any unauthorised person. If the Intermediary fails to comply with these security obligations and this causes You loss, Your loss will be limited to £50 unless You and the Intermediary (or the person who accessed the Client Banking Service without authorisation) collaborated in a fraud, or You were aware of the Intermediary's negligence and You allowed this to continue without informing Us. In these circumstances, You will be liable for the full amount of Your loss and for any losses We incur as a result. You will not be liable for:
- (a) any losses after either You or the Intermediary notify Us of any unauthorised activity on Your Account;
 - (b) any losses if You or the Intermediary are unable to inform Us because We have failed to make a notification process available and that failure was not due to circumstances beyond Our reasonable control; or
 - (c) where the unauthorised use of the Client Banking Service occurred in connection with a distance contract other than an excepted contract, as those terms are defined by the Consumer Protection (Distance Selling) Regulations 2000.

Please note that this Condition does not limit any claims You may have against the Intermediary in these circumstances. We will only be liable to You for unauthorised transactions arising from use of the Client Banking Service after You or the Intermediary have notified Us of the unauthorised access.

- 18.6 We will not be liable for any losses (including indirect and consequential losses), costs, claims, damages and expenses suffered or incurred by You where You have been grossly negligent or where We are unable to perform Our obligations under this Agreement due to abnormal or unforeseeable circumstances beyond Our reasonable control. This Condition does not exclude or restrict any liability that the law says We cannot exclude or restrict.
- 18.7 Where You are a Professional or Corporate Trustee, Your liability to Us will not exceed the value of the assets of the Scheme.
- 18.8 Where there is more than one of You, each of You will be jointly and severally liable. This means that any, some or all of You may be liable to pay any amount owed to Us, and not just a proportion of that amount.

19. General

- 19.1 This Agreement is personal to You and You cannot assign or transfer any of Your rights or obligations under this Agreement. You cannot grant any security over the Account.
- 19.2 We can assign, novate or transfer any of Our rights and obligations under this Agreement, either wholly or in part, to any other person. You agree that You will promptly execute all documents that We reasonably need in order to make that assignment/assignation, novation or transfer effective.
- 19.3 Telephone calls to or from Us may be recorded for security purposes and monitored under Our quality control procedures.
- 19.4 If We fail or delay in exercising or applying any term of this Agreement, this does not mean that We have waived that term.
- 19.5 If, by mistake, We do not display a notice or information about the Reference Interest Rate in all branches, the notice will still be valid.
- 19.6 You can request a copy of this Agreement or any part of it at any time.
- 19.7 This Agreement as well as Our dealings with You which led to this Agreement are governed by Scottish law where, at the time of application, the Scheme is established and controlled in Scotland and in those circumstances You and We agree to submit to the non-exclusive jurisdiction of the Scottish courts. In all other cases this Agreement and Our prior dealings with You are governed by English law and in those circumstances You and We agree to submit to the non-exclusive jurisdiction of the English courts.
- 19.8 This Agreement is in English and all communications between You and Us will be in English.