



DP Administration Ltd

Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA

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Email: mail@dapco.co.uk

AGREEMENT for the Provision of Technical and Administration Services in relation to the _____

_____ (the 'Scheme')

made this _____ day of _____ 20____

BETWEEN:

(1) **DP ADMINISTRATION LIMITED** (a company registered in England with number 07967309) of Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA; and

(2) **D. A. PHILLIPS & CO. LIMITED** (a company registered in England with number 02120249) of Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA ("Independent Trustee" and "Scheme Administrator"); and

(2) _____ **LIMITED** (a company registered in England with number _____) of _____ ("Principal Employer"); and

(3) _____

(collectively, the "Trustees" and each of them a "Trustee")

WHEREAS:

A. The Scheme is governed by a deed made between the Principal Employer, the Independent Trustee and the Trustees dated _____ day of _____.

B. DP Administration Limited provides technical and administration services (but does not provide personal financial or investment advice) in relation to the operation of small self-administered schemes such as the Scheme.

C. Having taken their own independent professional advice, where they considered it appropriate, the Principal Employer and the Trustees wish to appoint DP Administration Limited to carry out the technical and administration services as set out in Clause 1 of this agreement in relation to the Scheme (the “**Services**”).

D. In consideration of the charges set out in Clause 2 of this Agreement, the Principal Employer and the Trustees agree to appoint DP Administration Limited in relation to, and DP Administration Limited hereby agrees to provide, the Services with effect from the date of this Agreement:

1. THE SERVICES

1.1 Establishment of the Scheme

DP Administration Limited will provide a draft trust deed and rules (the “**Scheme Deed**” and “**Scheme Rules**”), together with the associated documents necessary to establish the Scheme under trust, adopt the governing rules, appoint the **Independent Trustee** and **Trustees** and confirm membership for the initial members of the Scheme.

D. A. Phillips & Co. Limited will be the **Scheme Administrator** for HM Revenue & Customs (HMRC) purposes.

1.2 Registration of the Scheme with HMRC

D. A. Phillips & Co. Limited (as Scheme Administrator) will complete the online registration of the Scheme with HMRC.

1.3 Operation of the Scheme

DP Administration Limited will provide general guidance on the operation of the Scheme in accordance with Scheme Rules and the requirements of HMRC as and when reasonably requested by the Principal Employer or the Trustees.

1.4 Technical updates

From time to time, DP Administration Limited will provide technical updates, usually in the form of newsletters, regarding changes in pensions related legislation, HMRC guidance and the requirements of The Pensions Regulator where such changes are relevant to the Scheme.

However, DP Administration Limited will only provide specific details on how such legislation and guidance might affect the Scheme and the members if asked to do so.

1.5 Calculation of Scheme Fund Allocation

DP Administration Limited will calculate the value of each Scheme member’s interest in the Scheme Fund (“**Fund Allocation**”) in accordance with the Scheme. “**Scheme Fund**” means all contributions and transfer payments made to and received by the Scheme and any other monies, investments, policies, property or other sums or assets for the time being held by the Trustees in accordance with the Scheme Deed and Scheme Rules.

1.6 Reporting requirements

Under the Scheme Deed and Rules, the Independent Trustee, the Trustees and/or the Scheme Administrator (as defined in the Scheme Rules) have certain duties and responsibilities in order to comply with the reporting requirements of HMRC, The Pensions Regulator and The Information Commissioner (the “**Reporting Requirements**”). DP Administration Limited will advise and provide guidance to the Trustees as to the manner in which these duties are carried out. In doing so the Scheme Administrator shall have the authority and obligation to perform the Reporting Requirements on behalf of the Trustees, whose duties and responsibilities under the Scheme Rules shall not be diminished or abated by the role, actions or omissions of DP Administration Limited.

To enable DP Administration Limited to provide such guidance, the Trustees and the Principal Employer agree:

- to provide DP Administration Limited with any relevant information and documentation DP Administration Limited may request (including the completion and return of DP Administration Limited questionnaires and application forms); and
- to authorise DP Administration Limited to obtain such information and documentation from third parties,

in relation to any Scheme matter that comes within the Reporting Requirements and undertake to notify DP Administration Limited forthwith if there is any material change in any such information provided.

1.7 Investment of Scheme assets

When requested to do so, DP Administration Limited will provide the Trustees with guidance on HMRC rules and requirements relating to the acceptability of particular investment transactions that the Trustees may be considering, but in doing so it shall not provide investment advice.

1.8 Annual meeting

If requested by the Trustees, DP Administration Limited will host and attend an annual meeting for the Trustees at its offices at Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA each year, or at such other reasonable venue as at a time and date acceptable to both DP Administration Limited and the Trustees.

1.9 Additional Services

The following list of services are included within the Services that DP Administration Limited will carry out on a day to day basis via D. A. Phillips & Co. Limited as the Scheme Administrator of the Scheme:

- i. Structural alterations to the Scheme, including amendments to the governing Scheme Deed and the Scheme Rules.
- ii. Appointment and/or removal of Trustees.
- iii. Inclusion in the Scheme of new members.
- iv. Inclusion in, or removal from, the Scheme of an employer, other than the Principal Employer, as a Participating Employer (as defined in the Scheme Rules).
- v. Appointment of another employer or a Participating Employer as Principal Employer of the Scheme in place of the existing Principal Employer.

- vi. Procedures and documentation in connection with any member who wishes to receive part or all of their benefit entitlements from the Scheme, who dies or who leaves the Principal Employer, a Participating Employer or the Scheme.
- vii. Calculation of members' benefit entitlements under the Scheme to Scheme members.
- viii. Providing the Trustees with the relevant application forms for Contributions, Transfer-Ins and Transfer-Outs, setup of Investments and Employer Loans together with processing the completed forms.
- ix. Specific guidance on HMRC requirements relating to particular investment transactions by the Trustees (such as loans made by the Trustees to the Principal Employer or a Participating Employer) and investment in commercial property and where a person with whom the Scheme is transacting is 'connected' (as defined in Section 993 Income Tax Act 2007) with a member, a Trustee, the Principal Employer or a Participating Employer of the Scheme. In the anticipation that DP Administration Limited is asked to provide additional guidance on HMRC requirements relating to particular investment transactions by the Trustees, the Trustees and the Principal Employer hereby agree to provide DP Administration Limited with any relevant information and documentation DP Administration Limited may request in relation to such investment transactions.
- x. Assisting the Trustees in discharging their responsibilities in relation to a Pension Sharing Order issued in connection with the divorce of a Scheme member.
- xi. Assisting the Trustees in discharging their responsibilities in relation to the death of a Member.
- xii. Assisting the Trustees in discharging their responsibilities in relation to a transfer of part of or the whole of a member's Contributions to a non-UK pension scheme (including a Recognised Overseas Pension Scheme (ROPS)). For example, checking how much, if any, of the member's Lifetime Allowance is used up by the transfer.
- xiii. The formal winding-up of the Scheme in accordance with both the Scheme Rules and relevant legislative requirements.
- xiv. Provision of any draft documentation associated with any of the above Additional Services.

2. FEES, EXPENSES AND CHARGES

2.1 It is hereby agreed that the Principal Employer shall be responsible for the payment of all professional fees, charges and costs charged or incurred by DP Administration Limited in the performance of the Services and the Additional Services (the "Fees") unless it is agreed in the Scheme Deed and Rules that such Fees shall be met by the Trustees from the Scheme Fund.

2.2 The Fees payable by the Principal Employer (or the Trustees as the case may be) are as follows, and may be varied by DP Administration Limited giving not less than three months' notice:

2.2.1 Establishment Fee

DP Administration Limited will charge a first year annual fee of £1,500.00 + VAT for establishing a new Scheme, such fee to include the provision of a draft Establishing Deed and Scheme Rules, and setting up registration details for the scheme on the HMRC Pension Schemes website.

This fee is payable once the Scheme has been established and will cover all the first years annual services.

2.2.2 Annual fee

The annual fee for a takeover Scheme or the second year onwards for a new Scheme will be 0.25% of the fund + VAT, calculated on the value of the fund on the first day of the scheme year.

In the case of property held by the fund (or any other asset which is not easily valued) the valuation will be taken to be the last professional valuation undertaken or the acquisition cost if no independent valuation has been carried out.

This fee is subject to a minimum of £1,200.00 + VAT per annum and a maximum of £2,995.00 + VAT per annum.

Fees will be reviewed each year and are payable annually in advance.

2.23 Taxes, Expenses and Costs

In the event that DP Administration Limited shall incur any reasonable expenses or shall be liable to pay any value added tax, stamp duties or other fiscal charges arising from the performance of its obligations under this agreement, properly payable by the Trustees or Principal Employer, each and every amount thereof form part of the Fees and are payable by the Trustees to DP Administration Limited. However, neither the Trustees nor the Principal Employer shall be liable for any expenses incurred in the attendance of DP Administration Limited at annual meetings under Clause 1.8.

3. SCHEME BANK ACCOUNT

3.1 The Trustees may open one or more bank accounts for, and in the name of, the Scheme with one or more banks of their choosing.

However, if requested by the Trustees, DP Administration Limited can arrange for a 'Pension Fund Cheque Account' to be opened with Metro Bank for the Scheme. Details of such an account are available from DP Administration Limited on request.

D. A. Phillips & Co. Limited will be a mandatory signatory on the mandate for any bank account.

3.2 D. A. Phillips & Co. Limited and DP Administration Limited do not hold money on behalf of the Scheme nor accept liability for default by any bank or authorised institution that holds cash for the purpose of the Scheme.

4. DATA PROTECTION

4.1 We take the privacy and security of your personal information seriously. Our separate Privacy Notice along with the information contained in this document sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed in order to ensure that we comply with General Data Protection Regulation (GDPR). Our Privacy Notice can be found at <http://www.dapco.co.uk/privacy> In the course of providing its Services or Additional Services, DP Administration Limited receives information from the Trustees and about the Trustees as a data controller under the GDPR. In accordance with Data Protection

legislation DP Administration Limited processes this information lawfully and fairly, to which the Trustees consent, and DP Administration Limited maintains procedures to protect it.

4.2 Such information may be used by DP Administration Limited to notify the Trustees of other services which DP Administration Limited provides. DP Administration Limited may disclose such information to any person connected with it or to its agent on the basis that it is subject to similar obligations, but without the Trustees' consent DP Administration Limited will not otherwise disclose such information to any third party except as required by law or by the Scheme Rules.

4.3 The Trustees and the Principal Employer agree that they will supply to DP Administration Limited in writing, and as soon as reasonably practicable, any information DP Administration Limited may reasonably request.

4.4 The Trustees warrant that all information that the Principal Employer or the Trustees supply to DP Administration Limited is and shall be correct to the best of their knowledge and belief, and that they shall promptly notify DP Administration Limited from time to time of information which comes to their attention and in their opinion is material and relevant to this Agreement.

4.5 DP Administration Limited may use voice recording facilities on its telephone lines and email traffic may be monitored.

5. AMENDMENT AND TERMINATION OF THIS AGREEMENT

5.1 This Agreement shall come into force at the date of this Agreement and shall continue until it is terminated by DP Administration Limited, the Trustees or the Principal Employer on giving written notice to the other parties in accordance with the terms of this Agreement.

5.2 The terms and conditions of this Agreement may be amended by DP Administration Limited, the Trustees or the Principal Employer at any time provided that any such amendment is made in writing and is signed by DP Administration Limited, the Trustees and the Principal Employer. Such amendments may include (but are not limited to) the appointment or removal of a Trustee from time to time.

5.3 If the Scheme is to be wound up for any reason this Agreement will terminate automatically on completion of that winding up.

5.4 Termination of this Agreement for any reason shall be without prejudice to any accrued rights, existing commitments or any contractual provision intended to survive termination, including the Fees accrued and due to DP Administration Limited.

5.5 If this Agreement is terminated, each of the parties shall provide all reasonable assistance to the others to facilitate the orderly transfer of all relevant documentation to new administrators or other advisers in accordance with the instructions of the Trustees or the

Principal Employer. The reasonable costs incurred by DP Administration Limited in facilitating the transfer shall be met by the Principal Employer of the Trustees.

6. LIABILITY

6.1 DP Administration Limited and D. A. Phillips & Co. Limited shall exercise reasonable skill and care in the performance of the Services and the Additional Services, subject to legislation applying to the Scheme.

6.2 DP Administration Limited and D. A. Phillips & Co. Limited will not be liable for any losses, costs, liabilities or expenses incurred by the Principal Employer or the Trustees in connection with this Agreement save for such losses, costs, liabilities and expenses resulting directly from the negligence, wilful default or fraud of DP Administration Limited and D. A. Phillips & Co. Limited in the performance of the Services or the Additional Services.

6.3 Nothing in this Agreement shall exclude or restrict the liability of DP Administration Limited and D. A. Phillips & Co. Limited to the Trustees or the Principal Employer under or arising from a breach of relevant financial services legislation in the United Kingdom applicable to its duties under this Agreement.

6.4 The Trustees and the Principal Employer shall indemnify DP Administration Limited and D. A. Phillips & Co. Limited against (i) any breach by the Trustees or the Principal Employer of this Agreement and (ii) all claims and demands made by persons entitled or purporting to be entitled to the Scheme Funds or any part thereof and against all costs and expenses in relation thereto, except to the extent that any such claim or demand is attributable to any matter for which DP Administration Limited or D. A. Phillips & Co. Limited is liable under this Agreement.

7. GENERAL

7.1 The Trustees and the Principal Employer understand and accept that DP Administration Limited and D. A. Phillips & Co. Limited are not providing investment or financial advice in relation to any transaction or service carried out under this Agreement and the Trustees and the Principal Employer agree that all orders, requests, demands and instructions given to DP Administration Limited under this Agreement are given in reliance of their own judgement.

7.2 This Agreement (or any of the arrangements contemplated hereby) shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. None of the parties shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

7.3 DP Administration Limited and D. A. Phillips & Co. Limited are authorised to act on the instructions of either the Principal Employer or the Trustees which shall be binding on all; and the Principal Employer and the Trustees shall, unless otherwise stated in this Agreement, be jointly and severally responsible for all duties, obligations and liabilities attaching to either of them under this Agreement.

7.4 The parties to this Agreement will at all times maintain the confidentiality of all information acquired in consequence of it, except for information which they are bound to disclose under compulsion of law or regulatory authority or requested by their professional advisers.

7.5 This Agreement may be assigned or transferred by any of the parties to it only with the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).

7.6 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available other than under such Act.

7.7 Any notice or other communication to be given under this Agreement shall be in writing in English and signed by or on behalf of the party giving it (or its representative) and in accordance with any other requirements of this Agreement and shall be delivered by hand, sent by prepaid recorded delivery or registered post, to the address set out below. Any notice or other communication given by DP Administration Limited or D. A. Phillips & Co. Limited to the Principal Employer or the Trustees shall for the purposes of this Agreement be deemed to be given to all.

7.7.1 The addresses and numbers of the parties for the purposes of Clause 7.7 are:

(a) The Trustees

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____

Attention: _____

Telephone Number: _____

Email Address: _____

Address: _____
 Attention: _____
 Telephone Number: _____
 Email Address: _____

(b) The Principal Employer

Address: _____
 Attention: _____
 Telephone Number: _____
 Email Address: _____

(c) DP Administration Limited

Address: **Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA**
 Telephone Number: **01580 762555**
 Fax Number: **01580 765629**
 Email Address: mail@dapco.co.uk

(d) D. A. Phillips & Co. Ltd

Address: **Bridewell House, Bridewell Lane, Tenterden, Kent TN30 6FA**
 Telephone Number: **01580 762555**
 Fax Number: **01580 765629**
 Email Address: mail@dapco.co.uk

7.7.2 Any notice or other communication given or made under this Agreement shall, in the absence of earlier receipt, be deemed to have been received as follows:

- (a)** if delivered by hand, at the time of actual delivery;
- (b)** if posted, on the second clear business day or, in the case of airmail, the fifth clear business day following the day on which it was despatched by pre-paid post or, as the case may be, registered airmail; or
- (c)** if sent by facsimile transmission, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted, provided that a notice given in accordance with the above but received on a day which is not a business day, or after normal business hours (9 am to 5pm) in the place of receipt, shall be deemed to have been received on the next business day.

7.7.3 Subject to the limitations below, any party to this Agreement may also use email but there are some circumstances where DP Administration Limited will only accept the Trustees' or the Principal Employer's written authority, bearing an original signature. These circumstances include (but are not limited to) where DP Administration Limited is instructed to amend the details which DP Administration Limited holds about the Scheme members, the Trustees, the Principal Employer or the Scheme (for example, a member's name, address, email address or bank details).

DP Administration Limited strongly urges the Trustees and the Principal Employer not to use email if it contains confidential information about the Scheme members or the Scheme, or instructions to DP Administration Limited relating to urgent or time-sensitive matters. Nevertheless if the Trustees and/or the Principal Employer wish to communicate with DP Administration Limited by email, they:

acknowledge that email communications may not be secure and may be intercepted by third parties;

where relevant, they shall give DP Administration Limited clear instructions which are capable of being received by DP Administration Limited within a reasonable time to enable DP Administration Limited to act upon them, prior to any applicable deadline;

should await receipt of DP Administration Limited's acknowledgement that DP Administration Limited has received the instructions. They cannot assume that DP Administration Limited has received any email until DP Administration Limited has confirmed to them that DP Administration Limited has received it by either expressly confirming receipt or by acting upon it. An automated delivery receipt does not constitute acknowledgement or receipt by the intended recipient(s); and

agree that it is their responsibility to advise DP Administration Limited of their current and correct email address (including that address to which they may elect to have DP Administration Limited send communications under these terms).

DP Administration Limited may cease or temporarily suspend email communications with the Trustees and/or the Principal Employer and begin communicating with them by post or by telephone if, in DP Administration Limited's reasonable opinion, DP Administration Limited considers that this is prudent or necessary. For example, DP Administration Limited may do this to ensure information security, to comply with the Scheme Rules or if DP Administration Limited receives an automatically generated message indicating that DP Administration Limited's email transmitted to the Trustees or the Principal Employer has failed to reach its intended recipient.

The inherent difficulties of communicating by email means that DP Administration Limited cannot accept responsibility for the transmission or the reception of (or the failure to transmit or to receive) material where such transmission, reception or failure is caused by or relates to the Trustees' or Principal Employer's own systems or that of a third party unconnected to DP Administration Limited.

7.8 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable, the provision shall be deemed deleted, and this Agreement shall continue in force save that such provision shall not affect the validity, illegality or enforceability of any other provision of this Agreement. If such deletion would substantially affect or alter the commercial basis of this Agreement all parties shall negotiate in good faith to amend and modify the provision of this Agreement so as to achieve the same effect without making the amended Agreement illegal, invalid or unenforceable.

7.9 This Agreement is governed by and construed in accordance with English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed on behalf of **DP ADMINISTRATION LIMITED:**

Director:

Director/Company Secretary: Date: _____

Signed on behalf of **D. A. PHILLIPS & CO. LIMITED:**

Director:

Director/Company Secretary: Date: _____

Signed on behalf of _____ **LIMITED:**

Director:

Director/Company Secretary: Date: _____

Signed on behalf of the **Trustees:**

Signed by the Trustee:

Name of the Trustee: _____

Date: _____

Signed by the Trustee:

Name of the Trustee: _____

Date: _____

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