

1 MEANING OF WORDS

1.1 In these Terms and Conditions, unless the context otherwise requires:

“**Act**” means the Finance Act 2004 as amended from time to time.

“**Annual Allowance**” means £255,000 for tax year 2010/11 or such sum specified by the Treasury“.

“**Arrangement**” has the meaning given in paragraph 2.2.

“**Member**” means anyone who has been accepted by us as a member of the MW SIPP 2 and in respect of whom none of the events listed in paragraph 13.1 have occurred.

Membership has a corresponding meaning.

“**Member’s Fund**” means the aggregate, under all your Arrangements, of the contributions paid by or in respect of you and any transfer payments or credits accepted by the Scheme in respect of you or the assets representing the same and any income derived there from and any accretions thereto less any expenses, tax or other amount paid there out.

“**Professional Adviser**” has the meaning given in paragraph 10.1.

“**Provider**” is MW Pensions Ltd of Oaklands Park, Hooton Road, South Wirral CH66 7NZ who are authorised and regulated by the Financial Services Authority for the provision of personal pension schemes.

“**Rules**” has the meaning given in paragraph 2.3.

“**Scheme**” has the meaning given in paragraph 2.1.

“**Scheme Administrator**” means MW Pensions Ltd of Oaklands Park, Hooton Road, South Wirral CH66 7NZ.

“**Scheme Year**” means the relevant calendar year commencing on the start of your membership and on each anniversary of that date, or any other date agreed with us.

“**Segment**” has the meaning given in paragraph 2.2.

“**Trust Deed**” has the meaning given in paragraph 2.3.

“**Trustee**” means the trustee for the time being of the Scheme. MW SIPP Trustees Ltd of Oaklands Park, Hooton Road, South Wirral CH66 7NZ has been appointed as the first and only trustee of the Scheme.

“**We/us/our**” means MW Pensions Ltd of Oaklands Park, Hooton Road, South Wirral CH66 7NZ.

1.2 Reference to an enactment includes a reference to any statutory modification or re-enactment or any regulation made under it.

2 ARRANGEMENTS

- 2.1 MW SIPP 2 (the “**Scheme**”) is an Appropriate Personal Pension Scheme registered with HM Revenue & Customs as a Registered Pension Scheme for the purposes of Part 4 of the Act. It has been established for the sole purpose of the provision of pension and lump sum benefits for eligible individuals and their dependants.
- 2.2 Your Self Invested Personal Pension is made up of 1,000 separate Segments, which will be held (as provided for in the Trust Deed and Rules) within one or more "Arrangement(s)" between you and us. For the purposes of the Act we reserve the right to vary the structure of the Scheme and the manner in which your segments are held under the Scheme from time to time. Any such amendment, variation or modification of the structure of the Scheme will not amount to an amendment to these Terms and Conditions and as such we will not be required to provide you with notice of any such change under paragraph 14 below. If you transfer in benefits to the Scheme that have already been made available to pay income withdrawal benefits (either as an unsecured pension or alternatively secured pension) then the funds representing those rights will be held in separate arrangements to any other funds you hold under the Scheme. Such transfers in shall only be permitted to the extent that they do not prejudice the Scheme's status as a registered pension scheme. Each segment/arrangement is formed by these Terms and Conditions. Your membership is based on the declarations you made to us, the information you disclosed to us and the options you selected on your Application Form.
- 2.3 The Scheme is governed by a trust deed and rules (called the “Trust Deed and Rules” respectively), as amended by any subsequent deeds. MW SIPP Trustees Ltd is the Scheme Trustee, MW Pensions Ltd is the Scheme Provider and the Scheme Administrator.
- 2.4 If there are any inconsistencies between these Terms and Conditions and the Trust Deed and Rules, the Trust Deed and Rules shall prevail.

3 ADMINISTRATION FEES AND EXPENSES

- 3.1 We are entitled to charge fees and expenses for arranging your Membership. You will have been notified of these charges either by your Independent Financial Advisor (IFA) or directly by us where no IFA is involved. A copy of the schedule of charges and expenses that we apply from time to time is available on request. We may reasonably increase the fees from time to time by giving you not less than one month's notice. In addition, we may from time to time amend other provisions of the schedule of charges by giving not less than one month's notice.
- 3.2 Your Membership requires certain fees to be paid on establishment at the set up of your scheme. The first annual fee is also to be paid in advance. Such payments may be dealt with as a contribution to your scheme if appropriate. Thereafter, annually on the anniversary of the set up of your scheme fees will be automatically deducted directly from your fund. You are responsible to ensure adequate funds are available for the payment of the fees on the due date. Your Application Pack shows how you have selected that our fees and expenses will be paid. If you fail to pay our invoices within 30 days, we may arrange for payment, together with interest, out of your Member's Fund in accordance with paragraph 3.4.
- 3.3 We shall bear no liability for any tax charge or unauthorised payment as defined in the Act made by or in respect of the Scheme. If any such charge is incurred or any such payment made, we shall be entitled to take steps to recover any fees, charges or expenses incurred by us in respect of such liability in accordance with paragraph 3.4 below.
- 3.4 Where paragraph 3.2 or 7.6 applies, and there is insufficient cash in your SIPP, we are entitled to realise any asset within your Member's Fund and, unless we agree with you otherwise at the time, you confirm that we should realise the last investment made first and only to the degree required to meet the payment due. The interest will accrue from the due date to the date of payment at the rate equal to the base rate from time to time of HSBC Bank plc plus 4%. Should there be insufficient funds available within your Member's Fund; we may enforce payment from your own resources.

- 3.5 The Trustee has arrangements with certain banks, whereby they will pay a preferential rate of interest on SIPP accounts held at their bank details will be made available to you on request. You are free to make your own arrangements regarding banking it is acceptable to the Trustee and the HM Revenue and Customs but we may charge an additional fee to cover the work done as per our fee structure. Details will be fully disclosed and discussed with you.
- 3.6 Where the SIPP arrangement does not proceed for whatever reason the Member is liable for the work done on their behalf on a time and cost basis. There may also be fees from other professional firms.
- 3.7 A fee is charged if you transfer to another Pension Provider, as detailed on our fee schedule.

4. CONTRIBUTIONS and TRANSFERS

- 4.1 All contributions paid and transfers of other pension entitlements 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 vested. We reserve the discretion to alter the apportionment for the purposes of rounding up to the nearest one pound (Sterling).
- 4.2 Subject to the Rules, at such times as we allow, you may agree with us new levels of contributions.
- 4.3 Subject to the Rules and to our agreement, you may pay additional regular or single contributions.
- 4.4 Your “pension input period” for annual allowance purposes under any Arrangement held under the scheme will start on the first day contributions are made to that Arrangement and unless you have told us otherwise will end on the following 5th April. Subsequent periods will then mirror future tax years. If in the future you want to change the timing of your “pension input period” you must tell us in writing before the requested end date of your current period.
- 4.5 Subject to the Act and regulations there under and subject to you providing us with such information as is necessary you may be entitled to tax relief on contributions made in a tax year which do not exceed your relevant earnings or £3,600 if greater.
- 4.6 Contributions can only be made by persons normally resident in the UK or Crown Servants
- 4.7 Any Protected Rights or Safeguarded Rights transfers or Minimum Contributions received as a result of Contracting Out of State Earnings Related Pension Scheme (SERPS) or State Second Pension will be held in a separate Arrangement with in your SIPP

5 EXERCISE OF INVESTMENT OPTIONS

- 5.1 You must direct the manner in which the funds within your Arrangements are to be invested. Neither The Trustee, the Scheme Administrator nor the Provider accept any liability for any decisions relating to the purchase, retention and sale of the investments within your Member's Fund. This includes property and land. The Trustee assists the Scheme Administrator with the operation of the scheme and this extends to being involved with the investment process. Please make sure you are aware of and understand the procedures for notices to be issued to and given by the Trustee, which are set out in section 15 of these Terms and Conditions.

- 5.2 Subject to paragraph 5.3 below, the Trustee
- 5.2.1 will normally give effect to your investment decisions/directions and as soon as reasonably practicable after the same is made; and
 - 5.2.2 will normally thereafter continue to give effect to the same until that investment decision/direction is countermanded by you giving due notice to the Trustee (with or without duly exercising another option instead).
 - 5.2.3 The Member accepts that there can be a reasonable time lag between their instruction and that instruction being enacted. The Trustee will not be liable for any perceived loss during that period.

However, the Trustee *is not obliged* to give effect to your due exercise of an investment decision/direction.

- 5.3 The Trustee shall cease to give effect to or, as the case may be, to continue to give effect to, your due exercise of an investment decision/direction if:
- 5.3.1 it is shown, to the satisfaction of the Trustee, that by reason of your physical disability or mental incapacity you are unable to manage your own affairs (the written opinion of a qualified medical practitioner may be accepted by the Trustee as conclusive evidence of this fact);
 - 5.3.2 the Trustee is notified of your death (the Trustee may, but need not, refuse to accept any such notification unless it is accompanied by the death certificate);
 - 5.3.3 to give effect or, as the case may be, to continue to give effect, to the exercise of that decision/direction would or, in the opinion of the Trustee, may, breach any applicable law, regulation or requirement; or
 - 5.3.4 the occurrence of some event or circumstance is brought to the attention of the Trustee which makes it (in its opinion) inappropriate to continue to follow your directions.

- 5.4 For the purposes of paragraphs 5.2 and 5.3 an investment decision/direction shall be regarded as having been duly exercised and a notice shall be regarded as having been duly given if:
- 5.4.1 it is in such form and in accordance with such requirements as we on behalf of the Trustee from time to time prescribe;
 - 5.4.2 where the investment decision/direction involves a transaction with a capital value in excess of £10,000, notice is given to the Trustee at least 14 days before such transaction is expected to take place; and
 - 5.4.3 it is signed, or purportedly signed, by you or an investment manager/adviser nominated by you under paragraph 8;

or otherwise it is in such form as is acceptable to the Trustee.

- 5.5 You must provide details to us of all activities undertaken in the name of your designated account as soon as possible after deciding to carry out those activities. In default of you exercising any direction, the Trustee is obliged to invest your Member's Fund; investment includes cash. In no circumstances shall either the Trustee or Administrator be obliged to monitor or account for the investment performance of your Member's Fund.
- 5.6 You must maintain a cash balance of at least £1,000 in the bank account that is referred to in paragraph 12.1

- 5.7 Members should be aware that the value of investments can fall as well as rise and is not guaranteed. Past performance is no guide to future performance.

There is extra risk of losing money when shares are bought in some smaller companies including penny shares. There may be a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back less than you paid for them.

The price of investments may change quickly and can go down as well as up.

You will be able to deal in a range of investments each of which carries a different level of risk.

The cost effectiveness of your SIPP may depend on a number of factors, including:

- The size of your SIPP in relation to the initial and ongoing costs (including our charges, which may increase in future);
- The type of investments held;
- The frequency with which you deal;
- The size of transaction you undertake

If you have a smaller fund, or deal excessively, the value of your SIPP may be eroded and the costs may be disproportionate to the value of your SIPP.

Multiple investments and frequent dealing in small amounts may also result in excessive costs.

We do not make investment recommendations. Any investment information is provided solely to enable you to make your own investment decisions and must not be treated as solicitation or recommendation to buy, sell or otherwise deal in any particular investment.

Some of these risks may not be relevant to your SIPP, depending on the investment strategy you have chosen.

6 PROPERTY

- 6.1 Where you direct that an investment be made in commercial property or into residential property via a genuinely diverse commercial vehicle, you must follow the procedures set out in the Members' Guide for such transactions and in any case the following terms apply:

- 6.1.1. the Member's entering into such a property investment must complete the appropriate property purchase application form and submit it to MW SIPP Trustees Ltd for approval. No commitment made by the Member will be recognised until approval has been given and any costs associated with commitments prior to approval will be borne by the individual Member;
- 6.1.2. the Trustee may appoint a property manager to act on its behalf to comply with its duties as landlord, the fees and expenses in respect of which shall be treated as expenses of administering your Membership under paragraph 3. The Trustee will normally appoint a property manager nominated by you, the Member. Note that it must be an independent firm and one acceptable to the Trustee;
- 6.1.3. the legal ownership of the property and any borrowings and insurances must be in name of the Trustee;
- 6.1.4. neither the Trustee nor the Scheme Administrator accept any liability for the suitability or otherwise of the property and do not accept liability for any loss arising there from;
- 6.1.5. the purchase can only proceed if the Trustee's liability under any loan, mortgage or lease is limited to the value of your Member's Fund;

- 6.1.6 the property must be insured and, unless we agree with you otherwise at the time, you confirm that we will appoint an independent insurance broker to arrange for the appropriate insurance, including public liability insurance. A copy of the insurance schedule will be sent to you. We have arranged with certain brokers that they will take significantly reduced commission for placing the insurances, and the whole benefit of this will be passed on to your SIPP by way of reduced premiums. We do not receive any commission or other payment from any insurance broker appointed by us. If we agree that we will use an alternative broker chosen by you, we will require that the insurances cover certain minimal risks, details of which are included with the property pack. If the minimum level of insurance is not arranged, we will instruct the Trustee to sell the property. Unless otherwise agreed with you at the time, the premiums will be treated as an expense of administration under paragraph 3 of these Terms and Conditions;
- 6.1.7 it is a requirement of the Scheme and the Trustee that prior to approval for the purchase to proceed an environmental search will be undertaken by their chosen specialist, the cost will be borne by the scheme. Any recommendations by the specialist will be followed through and may lead to a decision not to proceed with the purchase. All administration expenses due will be treated as an expense of the Scheme and will be met from your Fund;
- 6.1.8 If a property investment is via a syndicate of other investors (SIPPs or otherwise), we require that there is a legal syndicate agreement in place, prepared or verified by a lawyer appointed by the Trustee.

7 MORTGAGES AND BORROWINGS

- 7.1 Your Scheme can borrow within the limits set out by HM Revenue and Customs. Any borrowings are taken out by the Trustee and not the Member.
- 7.2 The Trustee will usually take instructions from the Member as to which bank or finance institution is to be used for the mortgage or any other borrowings.
- 7.3 The Trustee will negotiate terms with the proposed lender and will formally agree with the Member that these are satisfactory.
- 7.4 The Trustee will be legally responsible for ensuring that all mortgage repayments are made in full and on time.
- 7.5 It is the Member's responsibility to ensure that there are always sufficient monies within their SIPP account to meet these repayments and any other costs or contingencies.
- 7.6 If there are insufficient monies in the SIPP to make full repayments on the due date, the following process will apply:-
- a) The Member can opt to pay an additional contribution to the SIPP to meet the shortfall, or
 - b) The Trustee will agree with the Member to renegotiate the terms of the mortgage with the lender or
 - c) The Trustee will agree with the Member/advisor to agree which SIPP assets should be sold to meet the shortfall, or
 - d) As a last resort the Trustee will instruct the agent to sell the property with the lender receiving the full outstanding amounts due as a first call on the cash received. Any surplus will go back into the SIPP account.

8 INVESTMENT ADVISERS

- 8.1 You may nominate one or more investment managers/advisers to act on an advisory/discretionary basis in the exercise of any investment decision/direction. Neither the Trustee nor the Scheme Administrator provide investment advice, or act as investment managers. For the purposes of the fees and expenses of the investment managers/advisers, unless we agree with you otherwise from time to time, you confirm that we should treat investment managers/advisers as Professional Advisers as described in paragraph 10.1 below.
- 8.2 Where an investment manager/adviser is appointed he will normally require his own nominee and custody facilities to be used. Where that is not the case, and registration and safe custody facilities are needed, you may nominate one or more nominees and custodians.

9 CLIENT CLASSIFICATION

Under Financial Services Authority rules we are required to classify a client with whom we are intending to conduct designated investment business, or ancillary business relating to designated investment business. As the Scheme is a regulated pension scheme to which you as an individual will become a member then unless we advise you to the contrary you will be classified as a Retail customer, which in respect of or dealings with you will provide you with the protections detailed in paragraph 28.

10 PROFESSIONAL ADVISERS

- 10.1 You may nominate one or more custodians, nominees, solicitors, surveyors, or other professional advisers (we call any one of these a "Professional Adviser") to act in respect of your Member's Fund. Neither the Trustee nor Scheme Administrator accepts any liability for the choice/selection of the range of Professional Advisers.
- 10.2 Where you have duly nominated any Professional Adviser, the Trustee will enter into any necessary agreements with the Professional Adviser to formally appoint them, if it has not already done so. The agreements will need to be on such terms as to remuneration, liability or otherwise as the Trustee think fit and will include terms:
- 10.2.1 allowing us to pay their fees and expenses from your Member's Fund should you fail to pay them; and
 - 10.2.2 limiting the Scheme's liability to the Professional Adviser to the value of your Member's Fund.
- 10.3 Your Application Form shows whether you have selected that the fees and expenses of any Professional Adviser relating to your Arrangements are payable from your Member's Fund. If you have instead elected to either pay these fees and expenses yourself or have them paid by your Employer, and there is a failure to pay such due fees and expenses within 30 days of the due date, the fees and expenses and any interest thereon will be deductible from your Member's Fund and paragraph 3.4 will apply (to be read with any necessary changes).

11 INDEMNITY AND LIABILITY

- 11.1 Where you carry out an act in respect of your Arrangements that is prohibited by law or regulation then we shall, without your consent, take such actions as may be necessary to correct the act. In this regard, you shall fully indemnify the Trustee and the Scheme Administrator and MW Pensions Ltd from your Member's Fund or, should we wish, your personal assets.

- 11.2 Neither the Trustee nor the Scheme Administrator shall incur any liability arising out of:
- 11.2.1 a failure to perform or delay in performing our obligations under these Terms and conditions if the failure or delay results from an act of God, war, riot, natural disaster, fire or any other cause beyond our reasonable control;
 - 11.2.2 loss occasioned by a Professional Adviser;
 - 11.2.3 A property developer, agent or manager failing to meet his responsibilities, financial or otherwise, or going into administration, liquidation or bankruptcy;
 - 11.2.4 Any loss arising from the “forced” sale of any asset arising out of the member’s failure to meet costs incurred by the MW SIPP 2 such as mortgage repayments;
 - 11.2.5 The failure of any syndication arrangement due to issues or problems caused or experienced by any syndicate member;
 - 11.2.6 Any unauthorised payment or tax charge imposed in respect of the Scheme;
 - 11.2.7 Any fall in the member’s fund value.

12 BANK ACCOUNT

- 12.1 The Trustee has opened a Scheme bank account. The terms are available to you on request. The Trustee is the sole authorised signatory to any such bank accounts. In any event, a minimum of £1,000 must always be held in this account.
- 12.2 You have the right to instruct us either directly or via your IFA to open an account with another bank. Your cash, in excess of £1000, can then be transferred into that account. If you wish to do this, you must advise us separately in accordance with 12.3 below. We cannot move the cash in your SIPP account until we have this instruction.
- 12.3 If requested by the Member, the Trustee will open one or more other accounts with alternative banks. Such accounts must be with a bank acceptable to the Trustee. The Trustee will be the sole authorised signatory to any such bank accounts.
- 12.4 All monies in your Member’s Fund that are not invested will be held in these bank accounts and will be clearly designated as relating to your Arrangements. Unless so instructed by the Member, the monies will remain in the Scheme bank account pending receipt of investment instructions by the member or their nominated adviser.
- 12.5 Money held in these bank accounts will fall outside the scope of protection provided by the Financial Services (Client Money) Regulations 1991, the Financial Services (Client Money) Supplementary Regulations 1991 and the Financial Services Authority Rules issued pursuant to them.

13. TERMINATION

- 13.1. Each Arrangement within your Scheme will terminate immediately upon:
- 13.1.1. the expiry (without withdrawal) of three months’ written notice given by you that you wish us to make payment of a transfer value in respect of that Arrangement to another approved scheme and that transfer payment is made; or
 - 13.1.2. the provision of annuity/death benefits in the appropriate form.

13.2. No fees at that time paid shall be refunded and those payable shall remain so. On termination the obligations of payment of fees in paragraph 3 (Administration Fees and Expenses) and 10.3 (Third Party Agreements), the indemnity provisions in paragraph 11 (Indemnity and Liability) and the liability provisions in paragraphs 5.1, 5.5 and 11.1 shall continue in full. Termination will be without prejudice to the completion of transactions already initiated and the Provider and the Trustee are authorised to continue to operate the bank accounts relating to your Arrangements for the purposes of selling or receiving monies in respect of transactions already initiated and paying any expenses or fees due to us or other parties.

14. YOUR DUTIES

You agree to ensure that we are accurately informed as soon as reasonably possible of all information concerning your Membership that we may reasonably require to carry out our function under the Scheme, together with any further information that we reasonably request.

You must notify us as soon as reasonably possible if you start making contributions to your Scheme that are not entitled to tax relief

You must notify us if in any year you cease being a 'relevant UK individual', or make contributions that become ineligible for tax relief. You must do this by the end of the tax year the event occurs or, if a later date, within 30 days of the occurrence of the event.

15. NOTICES

15.1. Any instruction, notice or other communication to us, to the Trustee, or to the Scheme Administrator under these Terms and Conditions shall be sufficiently given if it is in writing, signed by the relevant party and sent by letter or facsimile to us at the following address:

MW Pensions Ltd
Oaklands Park
Hooton Road
Hooton
South Wirral
CH66 7NZ

Fax No: 0151 328 0707
Email: admin@mwpensions.co.uk

15.2. Any instruction, notice or other communication to you under these Terms and Conditions shall be sufficiently given if it is in writing, signed by us and served personally or sent by letter or facsimile to your last known address.

15.3. We may amend the details of our address for service of notices by giving notice in accordance with this section to you.

15.4. Every notice shall be deemed to have been served if served by post at the expiration of two days after despatch of it or, if sent by facsimile transmission, at ten hours local time on the next normal business day of the recipient following despatch and in proving service it shall be sufficient to show, in case of a letter, that the same was duly addressed, prepaid and posted in the manner described above and, in the case of a facsimile transmission, that it was sent to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as a day on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient thereafter.

16. AMENDMENT

- 16.1. The provisions of these Terms and Conditions are amended from time to time to accommodate changing legislation and other factors.
- 16.2. You agree to be bound by the Terms and Conditions prevailing at all times.
- 16.3. Our current Terms and Conditions are available on our website: www.mwpensions.co.uk. Alternatively you can contact us at any time and we will arrange for a copy of the current Terms and Conditions to be sent to you.

17. DATA PROTECTION

- 17.1. We are the “data controller” (as defined in the Data Protection Act 1998) in respect of the information supplied on the Application Form that you have completed. You consent to us using that information in order to administer your Membership of the MW SIPP 2 and you acknowledge that the information will be held on our computer records and may be used for underwriting or claims handling purposes.
- 17.2. You authorise disclosure in confidence of data to:
 - 17.2.1. The Trustee, the Scheme Administrator, and the Provider ;
 - 17.2.2. any associate and any agent appointed to assist us in administering your Membership and any person providing professional services to us;
 - 17.2.3. any Professional Adviser nominated by you in accordance with paragraph 8;
 - 17.2.4. regulatory bodies; and
 - 17.2.5. insurance companies (directly or via a central register).

We will adhere to and comply with the provisions of the Data Protection Act 1984 and 1998 and the Data Protection Principles.

18. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these Terms and Conditions. You, the Administrator, the Trustee and we agree to submit to the exclusive jurisdiction of the English courts.

19. THIRD PARTIES

Save as expressly provided, nothing in these Terms and Conditions shall confer on any third party except for the Scheme Administrator or the Trustee any benefit or the right to enforce any of these Terms and Conditions.

20. ADMINISTRATION SERVICES

The Scheme Administrator will provide the following services:

- 20.1. establishment of your Segments within your Arrangements under the Scheme and any other Arrangements needed to accept the transfer in of income withdrawal benefits;
- 20.2. setting up administration record systems;

- 20.3. receipt of contributions/transfer payments into/out of the Scheme;
- 20.4. monitoring payment of contributions in a way that complies with Section 111 A of the Finance Act 2004;
- 20.5. vetting documentation to appoint the investment manager/adviser and other Professional Advisers;
- 20.6. maintenance of records, including portfolio valuations and contract notes received from investment managers/advisers;
- 20.7. recovery of basic rate tax on contributions;
- 20.8. recovery of tax deducted at source on investment income, where permitted;
- 20.9. provision of certificates that may be required to support contribution tax reclaims;
- 20.10. annual statements detailing assets, contributions and transfer payments received and amounts of tax recovered from the HM Revenue and Customs;
- 20.11. creation of banking facilities;
- 20.12. maintaining records of each investment transaction (save where this function is carried out by the investment provider) and presentation of reconciled financial statements to you on at least an annual basis;
- 20.13. settlement and payment of benefits on vesting; and
- 20.14. administration of the income withdrawal facility where taken in accordance with the rules of the Scheme including quotation of the maximum pension permitted by HM Revenue & Customs legislation and recalculation of the maximum limit every five years or at other times required by HM Revenue & Customs legislation; and
- 20.15. such other services as may from time to time be necessary to efficiently administer your Arrangements and to comply with HM Revenue and Customs requirements.

21. CANCELLATION RIGHTS

- 21.1 You have the right to cancel your membership of MW SIPP 2 within 30 days of the establishment of your SIPP with us. The date of establishment is the date you sign the Member Declaration in Part 10 of the Application Form.
- 21.2 We will not open you scheme bank account, accept any contribution, start processing any proposed transfers into you SIPP or act on any investment instructions until this 30 day cancellation period has expired, unless you choose to waive this cancellation right by ticking the appropriate box in the Member Declaration in Part 10 of the Application Form, or by writing to us at the address in paragraph 15 of these Terms & Conditions.

22. INDEMNITIES

- 22.1 Neither The Trustee, the Scheme Administrator nor the Provider shall be liable for any loss or damage which may happen to the Member's Fund or any part thereof or the income thereof at any time or from any cause whatsoever unless such loss or damage shall be caused by its own actual fraud.

- 22.2 The Trustee, the Scheme Administrator, and the Provider shall be entitled to exoneration and indemnity out of the Member's Fund for any liability, loss or expense incurred under this Agreement and for any judgment recovered against and paid by the Trustee other than liability, loss, expense or judgment arising out of its own actual fraud.
- 22.3 The duty of care contained in the Trustee Act 2000 section 1 shall not apply to the Trustee in the exercise of any of the powers conferred on it by this Agreement or to any duties relating to the exercise of such powers nor to the exercise by the Trustee of any powers contained in or duties imposed by the Trustee Act 2000 the Trustee Act 1955 the Trusts of Land and Appointment of Trustees Act 1996 or any other statute where that duty of care is expressed to be applicable.
- 22.4 The Trustee, the Scheme Administrator, and the Provider shall not be bound or required to interfere in the management or conduct of the affairs or business of any company or corporation in which the Member's Fund or any part of it may for the time being be invested (whether or not it has the control of such company or corporation) but so long as it shall have no notice of any act of dishonesty or misappropriation or misapplication of money or other property on the part of the directors or other persons having such management or conduct it may leave the same (including the payment or non-payment of dividends) wholly to such directors or other persons and no Member shall be entitled as such Member in any way whatsoever to compel, control or forbid the exercise or the exercise in any particular manner of any voting or other rights which may at any time be vested in the Trustee with regard to such company or corporation.
- 22.5 Any liability of the Trustee, the Scheme Administrator, and the Provider shall be limited to the greater of the assets of the Member's Fund and any sum actually payable in respect of such liability under or by virtue of any insurance of the kind set out in the Trust Deed.
- 22.6 If any provision of this Agreement shall be prohibited by the law or adjudged or determined by a Court or arbitrator to be unlawful void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions hereof and shall not in any way affect any other provisions of or the validity or enforceability of this Agreement.
- 22.7 You agree that the provisions hereof contained in the preceding sub-clauses are reasonable.

23. TAX ALLOWABLE INVESTMENTS

HM Revenue and Customs have determined that certain assets, if held within a Registered Pension Scheme, will be liable for a tax charge. It is your responsibility to ensure that the assets of your Scheme are tax approved investments and so will not attract any tax on income or capital gains. Neither the Trustee, the Scheme Administrator, nor the Provider has any responsibility for ensuring or advising that any of the investments in your Scheme might attract a tax charge.

24. PAYMENT OF TAXES

- 24.1 Any taxes that are a liability of your Scheme will be paid by the due date by the Scheme Administrator out of the assets held in your Scheme. You should be aware that this is likely to mean that some non-cash assets will need to be realised, possibly at a penal value. Whilst the Trustee will try and liaise with you and your Financial Advisor regarding the sale of such assets, this may not always be possible in the timescales available. In such circumstances assets will be realised by the Trustee in accordance with 3.4.
- 24.2 If there are insufficient assets to meet the taxes due, you can either make additional contributions to meet the shortfall, or alternatively you will personally be liable to the Scheme Administrator for the full extent of any shortfall. If there is a delay in settling such liabilities, interest will be added calculated on the same basis as set out in 3.4

25. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these Terms and Conditions. You, the Trustees and we agree to submit to the exclusive jurisdiction of the English courts.

26. IMPORTANT REMINDERS

- 25.1 We specifically draw your attention to the provisions of the Trust Deed. By becoming a Member of the Scheme you signify your consent to the terms of the Trust Deed and your agreement to be bound by them.
- 25.2 We also specifically draw your attention to the provisions of Clause 22 of these Terms and Conditions which also has the affect of limiting liability on the part of the Trustee.

27. RISK WARNING

- 27.1 The tax benefits and governing law for SIPPs may change in the future.
- 27.2 Your benefits are dependent upon a number of factors, such as future contribution levels, the age at which you commence benefits and external influences such as investment returns, inflation, interest rates, annuity rates and charges.
- 27.3 You will not normally be able to commence benefits until you reach the minimum pension age of 55.
- 27.4 MW SIPP 2 is offered on an Execution Only basis without pensions advice. For further clarification and to obtain advice regarding the suitability of a SIPP you should seek professional advice from a suitably qualified financial adviser.
- 27.5 For a full warning, see our "Key Facts" leaflet.

28. COMPLAINTS

- 28.1 If you are not satisfied with any element of the services provided by us, you should write to us at the address in paragraph 15, and it will be dealt with according to our complaints procedure. A copy of our complaints procedure is available on request.
- 28.2 If you are not satisfied with our reply to your complaint you can refer your complaint to either The Financial Ombudsman Service (FOS) or the Pensions Ombudsman. Complaining to either of these organisations will not affect your right to take legal proceedings.
- 28.3 Where your unresolved complaint concerns the administration of your SIPP you should in the first instance direct your complaint to The Pensions Ombudsman, who are an independent organisation who will adjudicate between you and us on your complaint of maladministration. They can be contacted at:

The Pensions Ombudsman
11 Belgrave Road
London
SW1V 1RB
Tel: 0207 8210065
Email: enquiries@pensions-ombudsman.org.uk

28.4 Where your complaint concerns the marketing of our SIPP you should in the first instance direct your complaint to the FOS, who provide consumers with a free independent service for resolving disputes with financial firms. They can be contacted at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

28.5 We are covered by the Financial Services Compensation Scheme (FSCS). This means that if we become insolvent you may be able to claim compensation. Further details are available from the FSCS at:

The Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
Portspoken Street
London
E1 8BN

The information contained in this document is provided based on our understanding of current law and practice and taxation which may be subject to change.