



# WHITEHALL

whitehallgroup.co.uk

## SIPP Application Form and Supplemental Deed

### 1. Important Information

This application form and supplemental deed is required for us to establish your Whitehall SIPP. Please complete all sections using black ink in BLOCK CAPITALS and include your signature where indicated.

Please also complete the Supplemental Deed to establish your SIPP trust. This appoints you as a trustee.

If you wish to transfer-in an existing pension arrangement, withdraw retirement benefits or purchase a commercial property, we have additional forms you can obtain from us that need to be completed.

Before you start this application, it is important that you read our Terms and Conditions, SIPP Key Features, Fee Schedule and Essential Information. We reserve the right to decline any application at our discretion.

If you need a copy of this or any of our literature in braille, please contact us at [sipp@whitehallgroup.co.uk](mailto:sipp@whitehallgroup.co.uk) or call 03302 232300.

### 2. Personal Details

Title		Mr, Mrs, Ms, Miss, Dr etc
Forename		
Middle Name		
Surname		
Gender		
Marital Status		e.g. single, married, divorced
Date of Birth		DD/MM/YYYY
National Insurance Number		
Nationality		
Home Address		
Post Code		

Previous address			If resident less than three years
Post Code			
Email address			
Home telephone number			
Mobile telephone number			
Preferred communication method			e.g. email, telephone, letter
Consent to receive marketing items	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Newsletters, mailshots etc
Are you or have you been associated with a PEP?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	A PEP is a Politically Exposed Person. Please contact us if you are unsure
When do you plan to retire?			Your planned retirement age

### 3. Eligibility

Are you resident in the UK for tax purposes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Are you in receipt of earnings chargeable to UK income tax?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Are you a Crown servant performing duties abroad?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Or the spouse or civil partner of such a Crown servant
Are you a non-UK resident with a qualifying UK pension plan relating to previous UK residency or employment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Do you have protection from the Lifetime Allowance (Pre April 2024)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please send us a copy of your protection certificate

### 4. Status

Employed	Yes <input type="checkbox"/>	Please tick which applies to you
Self-Employed	Yes <input type="checkbox"/>	
Retired/Pensioner	Yes <input type="checkbox"/>	
Carer for one or more children under age 16	Yes <input type="checkbox"/>	
Carer for a person over age 16	Yes <input type="checkbox"/>	
In full-time education	Yes <input type="checkbox"/>	
Unemployed	Yes <input type="checkbox"/>	

## 5. Source of Funds: How is Your SIPP to be Funded?

Contributions from you personally	Yes	<input type="checkbox"/>	Please tick which applies to you
Contributions from your employer	Yes	<input type="checkbox"/>	
Contributions from a third party	Yes	<input type="checkbox"/>	
Pension transfer	Yes	<input type="checkbox"/>	
Pension sharing on divorce	Yes	<input type="checkbox"/>	
Pension death benefit designation	Yes	<input type="checkbox"/>	

## 6. Source of Wealth if You are Paying Contributions Personally

Income from employment	Yes	<input type="checkbox"/>	Please tick which applies to you
Investments or savings	Yes	<input type="checkbox"/>	
Inheritance	Yes	<input type="checkbox"/>	
Property or asset sale	Yes	<input type="checkbox"/>	
Divorce settlement	Yes	<input type="checkbox"/>	
Other	Yes	<input type="checkbox"/>	
If other please specify		<input type="text"/>	

## 7. Evidence of Identity

1. Proof of Identity		Please tick which you are providing.	
Current passport	Yes		<input type="checkbox"/>
Current photocard driving licence	Yes	<input type="checkbox"/>	Please provide one from each list: Either the original or a certified copy from an IFA, solicitor or accountant.
National identity card	Yes	<input type="checkbox"/>	
Firearms certificate	Yes	<input type="checkbox"/>	

Pension death benefit designation Yes

## 2. Proof of Address

Council tax bill for current tax year Yes

Utility bill not more than 3 months old Yes

Bank statement not more than 3 months old Yes

Mortgage statement not more than 3 months old Yes

HM Revenue & Customs tax notification for current tax year Yes

Current photocard driving licence if not provided for identity Yes

## 8. Appointment of a Financial Adviser

Financial advice has been given to me in connection with this application Yes  No

If yes, adviser's name

Adviser's FCA reference number

Adviser's company name

Company FCA reference number

Adviser's company address

Post code

Adviser's email address

Adviser's telephone number

Advice has been given in relation to: Please tick which apply

SIPP establishment Yes  No

Pension transfers Yes  No

SIPP contributions Yes  No

SIPP investments Yes  No

Is your adviser to be remunerated from your SIPP cash account? Yes  No

If yes,

Initial payment	Percentage Of fund	%	Specific sum	£
Annual renewal	Percentage Of fund	%	Specific sum	£

Declarations: These instructions will continue until we are instructed to the contrary in writing.

If I change my financial adviser or wish payments to cease it is my responsibility to inform you.

I understand that you will only pay remuneration if my Financial Adviser is authorised and regulated by the Financial Conduct Authority.

If my adviser's remuneration is to be paid from investments held by my SIPP, I will not request payment from you.

Member's signature

Date

Financial adviser's signature

Date

## 9. Pension Contribution Details

Personal Contributions (if applicable) to be paid net of basic rate tax

Single (£)

Any carry-forward details

Regular monthly (£)

Annual (£)

Declaration

I confirm I will have sufficient relevant UK earnings to justify these contributions.

Please note you will be asked to provide evidence of your earnings to support your personal contributions at the end of each tax year.

Employer Contributions (if applicable) to be paid gross

Single (£)

Any carry-forward details

Regular monthly (£)

Annual (£)

Employer name

Company number

Registered office address

Post code

Listed on the UK stock exchange?

Yes

No

Have you or your employer contributed to any other registered pension schemes in your name in the current tax year?

Yes

No

If yes, please give details

Notes:

Contribution cheques should be made payable to  
Whitehall SIPP – (your name)

Bank details for electronic payments will be provided  
when your application is received and approved

## 10. Pension Transfer Details (please also complete a transfer form for each transfer)

	Transfer 1	Transfer 2	Transfer 3
Name of scheme			
Name and address of provider			
HMRC Pension Scheme Tax Reference if known			
Policy/plan/member number			
Full or partial transfer			
Expected transfer value			
In-specie? (if yes, please list assets to be transferred)			
Have you received guidance via Pensionwise?			
Defined Benefit or Defined Contribution (if Defined Benefit please note you will be giving up valuable guarantees and you must take regulated financial advice before transferring. If your adviser recommends you not to transfer we cannot accept your transfer)			
Any other safeguarded benefits (e.g. Guaranteed Annuity Rates)			
Is the transfer subject to a pension sharing order?			
Protected lump sum? (if so, please specify)			
Protected pension age? (if so, please specify)			
Have you already crystallised or partially crystallised your transferring arrangement? (if so, we will need details: partial or full crystallisation, capped or flexi-			

access drawdown, tax-free lump sum received, Lump Sum Allowance received)

Is this a transfer of inherited death benefits?  
(if so, are benefits subject to income tax, is this benefit a dependant's, nominees or successors benefit and is it in capped or flexi-access drawdown?)

## 11. Proposed Investments

Proposed SIPP Investments (all investments will be held jointly by you and Whitehall SIPP Trustees Limited)

Commercial Property		Please give address and complete our separate property questionnaire
Fund Platform, Discretionary Fund Manager, Stockbroker		Please give details of the platform, fund manager or stockbroker. We will also need their application form signed by you
Bank Deposit (other than the central SIPP account)		UK banks only. Please give details of the bank and account. We will also need their application form signed by you
Gold Bullion		Please give details of the bullion provider. We will also need their application form signed by you
Other		Please give details. Please note we only accept Standard Assets as defined by the FCA. We will also need their application form signed by you

## 12. Consumer Duty Information

To help us comply with the FCA's Consumer Duty

Please give your reasons and objectives for establishing a SIPP

What is your proposed fund in the first twelve months (in £'s)?

What is your occupation (or former occupation if you are retired)?

What are your approximate Annual Earnings?

Is there anything else you would like to inform us about such as religious

The Consumer Duty is financial regulation whereby we carry out checks that our products are distributed to the correct target market without discrimination. It is designed to protect you as an individual.

Please leave blank if not applicable

beliefs or cultural matters that could be relevant to how we administer your SIPP?		
Do you have any vulnerabilities that we can give you support with?		If so, please give details
Do you have any health problems or disabilities that we can give you support with?		If so, please give details
Do you have any existing Powers of Attorney that we will need to know about?		If so, please give details
Is there anyone you would like to name as a contact with whom we should correspond if you are unable to communicate with us?		If so, please give their contact details (name, address, telephone number and email address)

### 13. Expression of Wishes

Please list below the people whom you would like to receive any lump sum or income benefits in the event of your death. These nominations will not bind us as the trustee/administrator but will act as an expression of your wishes. If you wish to nominate more than three beneficiaries, please copy this page or continue on a separate sheet and attach it to this application form.

You can change your nomination at any time by requesting a further 'Expression of Wishes' form.

In the event of my death, I nominate the following eligible recipients (as defined in the trust deed and rules) as the persons to whom you should consider designating benefits from my SIPP:

	Beneficiary 1	Beneficiary 2	Beneficiary 3
Name			
Address			
Date of Birth			
Relationship			
% of fund to be designated			
Any further details regarding your wishes you would like to provide?			

### 14. Declarations

## **Member's Declarations**

- I apply to Whitehall Group SIPP Limited (Whitehall) to become a member of the Whitehall Self-Invested Personal Pension (Whitehall SIPP).
- I consent to Whitehall making such enquiries as it deems necessary to administer the Whitehall SIPP and hereby authorise the provision of such information by my employer or any other organisation.
- I confirm that I have been provided with a copy of the Whitehall SIPP Key Features document, Terms and Conditions and the Schedule of Fees (if having read these documents you have any questions, then please contact us or your adviser before committing to this SIPP).
- I agree to the terms, conditions and specifics in those documents.
- I will notify Whitehall in writing of any change in the information provided in this form.
- I agree to be bound by the trust deed and rules of the scheme and have had an opportunity to consider these. I understand they may be amended from time to time.
- I agree to Whitehall Group SIPP Limited acting as Scheme Administrator and Whitehall SIPP Trustees Limited acting as Trustee.
- In return for the services to be provided by Whitehall I agree to pay the charges in the Schedule of Fees and adviser charges set out above. I understand these may be amended from time to time.
- I acknowledge that I have not relied on any financial, investment or legal advice from Whitehall Group SIPP Limited or Whitehall SIPP Trustees Limited when making the decision to apply to become a member of the Whitehall SIPP and make investments with my fund.
- I understand that should I seek professional advice in connection with all, or any, investments to be held within my SIPP I will invest in accordance with that advice.
- I understand that Whitehall cannot comment on or take responsibility for the performance of any asset chosen by me and held within my SIPP.
- All withdrawals of funds held to provide benefits for me by the SIPP will be in accordance with the rules of the Whitehall SIPP.
- In the event an Unauthorised Payment is made, I agree to Whitehall deducting the amount of any Scheme Sanction Charge or other charge levied by HMRC on the Scheme Administrator from the funds held for me by the SIPP to pay the charge.
- If there are insufficient funds held for me by the scheme, I agree to pay Whitehall the amount by which the charge exceeds the value of my funds held by my SIPP.
- I authorise Whitehall Group SIPP Limited to use a bank account managed by Whitehall SIPP Trustees Limited as a trustee of my SIPP for the operation of my SIPP as set out in the Terms and Conditions.

## **Contribution Declarations**

Where contributions are to be paid by me, I declare that:

- I am under age 75 and am a relevant UK individual under section 189 of the Finance Act 2004.
- The total of member contributions paid to this scheme and to other registered pension schemes, on which I am entitled to tax relief under section 188 of the Finance Act 2004 will not exceed in any tax year the higher of:
- The basic amount (£3,600 gross); or
- 100% of my relevant UK earnings as defined in section 189 of the Finance Act 2004 in that tax year;

This declaration is correct to the best of my knowledge and belief.

I will give notice to the Scheme Administrator if an event occurs as a result of which I will no longer be entitled to relief on member contributions under section 188 of the Finance Act 2004, I will give this notice by the later of:

- 5<sup>th</sup> April in the year of assessment in which the event occurs; or
- The date that is 30 days after the occurrence of that event.

I confirm I have sufficient relevant UK earnings to justify personal contributions as outlined in Section 9 and that I will need to provide evidence of my relevant UK earnings at the end of each tax year.

## Transfer Declarations

- In respect of a transfer to my SIPP as outlined in Section 10 I request that the Scheme Administrator of the transferring scheme transfers the stated amount of my available transfer value.
- I authorise the Trustees/Scheme Administrator of the transferring scheme to provide such information as may be requested by Whitehall.
- On completion of the transfer(s), I discharge the transferring Scheme Administrator from all liabilities under the Plans listed in Section 10.
- I understand that if I am in ill health at the time of making a transfer to my Whitehall SIPP and should I die within two years, that the transfer could result in inheritance tax penalties and I should take independent financial advice.
- I authorise the Trustee/Administrator of the transferring scheme(s) to obtain from and release to the financial adviser named in this application (if applicable) any additional information that may be required to enable the transfer of funds.
- If an employer is paying contributions to any of the plans listed in Section 10 I authorise the Trustee/Administrator of the transferring scheme(s) to release to that employer any relevant information in connection with the transfer of funds.
- Until this Whitehall SIPP application is accepted and complete, Whitehall's responsibility is limited to the return of the total payment(s) to the transferring scheme(s).
- Payment of a transfer will mean I will no longer be entitled to receive pension benefits from the transferring scheme.
- I accept responsibility in respect of any claims, losses and expenses that Whitehall and/or the Trustee/Administrator of the transferring scheme(s) may incur as a result of any incorrect information provided by me in this application or any other document relating to my transfer or of any failure on my part to comply with any aspect of this application.
- If I have taken benefits from any other pension scheme in a way which means I am subject to the Money Purchase Annual Allowance (MPAA), I have supplied the date the MPAA first applied to me.
- If I am transferring a Capped Drawdown arrangement(s) to a flexi-access drawdown arrangement(s), I will be subject to the MPAA from the date of my first flexi-access payment.

## Data Privacy Statement

- I understand you use the information I provide to check my identity and the identity of anyone else who puts funds into my SIPP.
- I understand you use identity verification, credit reference and fraud prevention agencies who will keep a record of your checks and make that information available so others are able to verify my identity.
- I understand you verify my identity electronically as well as by requesting evidence of my identity.
- I understand that my identification will be electronically verified at outset and on a periodical basis.
- I acknowledge that Whitehall will hold a copy of the results to evidence that my identity has been verified.
- I understand that if I supply false or inaccurate information and you suspect fraud you will inform the fraud prevention agencies.
- I understand that if you can't verify my identity by electronic means, you may ask me for additional information.
- I have been provided with your Privacy Notice which gives details of my legal rights about my personal information.

- I hereby give Whitehall my general and explicit consent to collect data that is necessary to provide financial products and services to me in accordance with your terms and conditions.

## General and Explicit Consent

- In addition to your general consent to hold your personal data in accordance with the information outlined in our Terms and Conditions and Privacy Notice, we need you to give us your explicit consent in the event that we need to hold sensitive personal data about you, which might include health information.
- Any such information will be held in a secure environment and only kept for as long as is necessary in order to comply with the regulations.
- Where relevant, you have the right to withdraw your general and explicit consent at any time, however, without your consent, we will not be able to process the data you have provided.
- Your signature below gives us your explicit consent to hold your personal data, including sensitive personal information for an indefinite period.

## Cancellation Rights for Transfers

- I understand that I have 30 days from when a transfer is requested to change my mind and this right to change my mind for transfer(s) is separate from my right to cancel the establishment of my Whitehall SIPP.
- I also acknowledge that I am NOT able to fully waive these cancellation rights.
- I am also aware that if I do decide to cancel the transfer, the original pension scheme is not obliged to accept the return of funds and it will be my responsibility to provide Whitehall with details of a registered pension scheme that will accept the returned funds within the 30 day cancellation period.
- I understand that if I exercise my right to cancel a transfer into my Whitehall SIPP I might not get back the sum I originally invested.
- I also understand that the amount I will receive is the actual realisation value of the investment upon encashment less any applicable charges.
- I understand that a transfer Cancellation Notice will be sent to me once my SIPP has been established.

## SIPP Establishment Cancellation Rights

- I understand that I have the right to cancel this Whitehall SIPP application.
- On receipt of my fully completed and signed establishment documentation, I understand that you will send me a Cancellation Notice and I have 30 days from receipt of this Notice to tell you if I have changed my mind and wish to cancel my Whitehall SIPP application.
- Alternatively, I understand that I can waive my SIPP establishment cancellation rights and in this case my SIPP establishment will proceed immediately.

**I wish to proceed as indicated below. One box from below MUST be ticked.**

I confirm I hereby waive my SIPP establishment cancellation rights and instruct you to proceed immediately with the establishment of my SIPP and the transfer of my benefits from my other pension schemes mentioned above (if applicable).

Yes

I confirm that I do NOT wish to waive my rights to my statutory 30-day SIPP establishment cancellation period and I understand that my Whitehall SIPP will NOT be established until after this period has expired. I also understand that Whitehall will NOT request a transfer of funds (if applicable) until after this period has expired.

No

## Member's Declaration

- I declare that to the best of my belief and knowledge the particulars, undertakings and declarations contained in this application are correct and complete and not misleading.
- I understand that it is a serious offence to make a false statement and that the penalties for this are severe and could lead to prosecution.
- My signature below gives you explicit consent to hold my personal data, including sensitive personal information.

Your Name

Your Signature

Date

Please Return this form to:

**Whitehall Group**

**8-10 Bolton Street**

**Ramsbottom**

**BLO 9HX**

Contact Us:

Telephone: 03302 232300

Email: [sipp@whitehallgroup.co.uk](mailto:sipp@whitehallgroup.co.uk)



**PLEASE COMPLETE AND RETURN THE SUPPLEMENTAL DEED BELOW.**

**YOUR SIGNATURE MUST BE WITNESSED.**

Whitehall is the trading name of:

Whitehall Group (UK) Limited, a company registered in England and Wales (Registered number 07625300), Whitehall Trustees Limited, a company registered in England and Wales (Registered number 07625294), Whitehall Corporate Limited, a company registered in England and Wales (Registered number 7759590), Whitehall Group SIPP Limited, a company registered in England and Wales (Registered number 13577749) and Whitehall SIPP Trustees Limited, a company registered in England and Wales (Registered number 13587700). All companies have their registered office at 8-10 Bolton Street, Ramsbottom, BLO 9HX.

Whitehall Group SIPP Limited is authorised and regulated by the Financial Conduct Authority (FCA) firm reference number 978183.

**SUPPLEMENTAL DEED dated**

**day of**

**20 BETWEEN:**

(1) **WHITEHALL SIPP TRUSTEES LIMITED** (company number 13587700) whose registered office is at 8-10 Bolton Street, Ramsbottom, BL0 9HX ("Scheme Trustee");

(2) **WHITEHALL GROUP SIPP LIMITED** (company number 13577749) whose registered office is at 8-10 Bolton Street, Ramsbottom, BL0 9HX ("Scheme Administrator");

(3) [Redacted]

Of (address) [Redacted]

("Member")

## **BACKGROUND**

A This deed is supplemental to a master trust deed between the Scheme Administrator and the Scheme Trustee as amended from time to time called the "**Master Deed**" governing a personal pension scheme called the Whitehall Self Invested Personal Pension ("Scheme") and adopting rules (as amended from time to time) called the "**Rules**" to govern the Scheme.

B The Member is eligible and wishes to become a Member of the Scheme in accordance with its provisions as set out in the Master Deed and the Rules annexed to the Master Deed.

C The Member and the Scheme Trustee wish to establish and be joint trustees of the Individual SIPP ("Individual SIPP") on the terms set out in this Supplemental Deed. The Scheme Trustee shall hold the assets only to the order of the Scheme Administrator.

D The Scheme Trustee is the trustee of the Scheme for the time being. The Scheme Administrator is the scheme administrator of the Scheme for the purposes of the Finance Act 2004, for the time being.

## **OPERATIVE PROVISIONS**

1 The Member is admitted to membership of the Scheme and is by this Supplemental Deed subject to the following provisions of this clause 1 appointed as joint trustee of the Member Fund in conjunction with the Scheme Trustee (save that any duty and power of the Scheme Trustee to hold assets or otherwise shall be exercised by the Scheme Trustee only to the order of the Scheme Administrator) and for the purposes of all clauses contained in this Supplemental Deed but subject to the following provisions of this clause 1 the term "**Individual SIPP Trustees**" shall mean the Scheme Trustee and the Member. If the Member shall at any time be an undischarged bankrupt or otherwise disqualified from acting as a trustee, the Member by this Supplemental Deed appoints the Additional Trustee (if any) to be joint trustee with the Scheme Trustee of his Member Fund in his place or, in default, appoints the Scheme Trustee to be the sole trustee of his Member Fund. Where the Member is under the age of 18 and one of his parents or legal guardians has entered into this Supplemental Deed on his behalf, that parent or legal guardian shall act on his behalf in respect of all matters referred to in this Supplemental Deed and in the Master Deed and the Rules until the member attains the age of 18, from which time the Member shall act for himself. In the case of a Member who is incapable of managing his own affairs, as determined by the Scheme Administrator in its absolute discretion at any time, the Scheme Trustee may agree to act on his behalf in respect of all matters referred to in this Supplemental Deed and in the Master Deed and the Rules whilst he remains so incapable.

2 The Scheme Administrator hereby appoints the Additional Trustee (if any) as an Individual SIPP Trustee and a death benefit trustee for the purposes in each case of clauses **Error! Reference source not found.** to 17 of this Supplemental Deed only. The Additional Trustee (if any) shall not subject to clause 1 above in any circumstances be entitled or obliged or liable to act as an Individual SIPP Trustee during the Member's lifetime.

3 The Member shall become a member of the Scheme with effect from the date of this Deed and agrees to comply with and observe the provisions of the Master Deed and the Rules annexed to the Master Deed and his arrangement shall be known as the "**Whitehall SIPP**". Without limitation, the Member agrees to comply with and observe his obligations in respect of

insurance, rent reviews, valuations and any such other obligations under the Scheme as are notified to the Member by the Scheme Administrator from time to time. In relation to any commercial or other real property held by the Individual SIPP, in the event of the Member or a person appointed by the Individual SIPP Trustees to act as the nominated property manager in relation to such real property ("Property Manager") being in default of his or her respective obligations under the Scheme, or the terms of his or her appointment or any other terms agreed with the Scheme Administrator, the Scheme Administrator may procure such valuations, rent reviews and insurance on behalf of the Member or Property Manager and/or may remove the Property Manager as the nominated property manager in relation to such real property and appoint a professional property manager in his place on such terms as the Scheme Administrator, in its discretion, determines and, in accordance with the terms of clause 12 of the Master Deed, the Scheme Administrator shall not be liable in respect of any such action taken. Any reasonable costs, fees or expenses incurred by the Scheme Administrator and notified to the Member arising out of or in connection with such valuations, rent reviews or insurance and/or in respect of the appointment of a professional property manager, including the fees and expenses of that professional manager, may be recovered by the Scheme Administrator in accordance with clause 5 of this Supplemental Deed.

- 4 The Member confirms that he has been given an opportunity to consider the terms of the Master Deed and the Rules and agrees to pay such fees, charges and expenses to the Scheme Trustee and/or the Scheme Administrator and/or Service Provider on such basis as is determined by the Scheme Administrator and notified to the Member. Any corporate trustee and any trustee (or firm or company in which a trustee is interested) carrying on a profession or business, including in either case the Scheme Trustee, and the Scheme Administrator, and any Service Provider, and any associated company within the same group of companies as the Scheme Administrator (whether or not such associated company qualifies as a Service Provider), may charge for services rendered and may retain commissions and other like payments. The Member agrees to the deduction of such fees, charges and expenses from his Member Fund, including without limitation, the assets of his Individual SIPP.
- 5 The Member confirms and agrees that the Scheme Administrator and/or Service Provider shall also have power to levy such additional expenses incurred (together with any interest due on the amount of those expenses) in connection with the banking, administration, management, transactions and investment (including any real commercial property) of the Scheme as they may, at their discretion, deem necessary and the Member agrees to the deduction of such expenses from his Member Fund, including, without limitation, the assets of his Individual SIPP.
- 6 The Member, the Scheme Administrator and the Scheme Trustee declare that the Member's Member Fund together with all the rights and benefits of the Scheme attributable to the Member shall be held on irrevocable trust and subject to and with the benefit of the provisions of the Master Deed, the Rules and this Supplemental Deed save that any duty and power of the Scheme Trustee to hold assets or otherwise shall be exercised by the Scheme Trustee only to the order of the Scheme Administrator.
- 7 The Individual SIPP Trustees shall act unanimously for the purposes of the provision of any benefits or the investment of any contribution or transfer payments received into the Scheme in respect of the Member. In the event of any dispute arising between the Scheme Administrator (or any person acting to the Scheme Administrator's order) and the Member in the exercise of their powers under this Supplemental Deed or the Master Deed or the Rules, the Scheme Administrators determination in such matters shall be final and shall bind the Member and the Scheme Trustee accordingly.
- 8 The Member by this Supplemental Deed acknowledges and confirms that he has no entitlement and consequently cannot require the withdrawal of funds or income from those funds from his Member Fund or from his Individual SIPP to be paid to him otherwise than for the payment of his benefits in accordance with the provisions of the Rules and such amendments to those Rules from time to time in force.
- 9 Any lump sum payable under the terms of the Rules as a consequence of the death of the Member shall insofar as the provisions of clauses **Error! Reference source not found.** to 17 do not conflict with the said Rules be held with effect from the date of this Supplemental Deed and dealt with under the terms of clauses **Error! Reference source not found.** to 17.
- 10 In clauses 10 to 17 the following expressions have where the context admits the following meanings:

**"beneficiaries"** has the same meaning as "**Eligible Recipients**" in the Rules;

**"child"** in relation to the Member has its ordinary meaning and additionally includes his stepchild, a child he alone or with another has legally adopted, a child of his conceived but not yet born and a child to whom in the opinion of the death benefit trustees he stands or would have stood in loco parentis;

**"death benefit trustees"** means the Scheme Administrator and the Additional Trustee (if any) or other trustee or trustees (save for the Scheme Trustee) for the time being of the trusts created by this Supplemental Deed after the death of the Member;

**"death benefits"** means the lump sum referred to in the Rules and further shall include any and all amounts arising to be dealt with under the Rules (as the case may be);

**"dependants"** has the same meaning as Dependant as defined in the Rules and also includes a person dependant on the deceased Member to the extent of having been reliant on the deceased Member's income to maintain a standard of living which had depended on the deceased's and that person's joint income;

**"relatives"** means in relation to the Member:

his or her widow or widower;

any child or remoter issue of the Member and the spouse or widow or widower of any such child or remoter issue;

the father or mother (whether lawful or adoptive) of the Member and the widow or widower of such father and mother;

any person (except the Member) who is the child or remoter issue (whether lawful or adoptive) of such father or mother and the widow or widower of any such person,

**"specified period"** means the period beginning on the date of the Member's death and enduring for a period no longer than 21 years from the death of the Member (being the perpetuity period applicable to any separate death benefit trust established under clause 11) or such longer period as it may, from time to time, be lawful for such separate death benefit trust to continue;

**"trust fund"** means the death benefits and all monies paid pursuant to the death benefits and derived from the death benefits, the accumulation of income from such monies and the investments from time to time representing them;

**"vesting day"** means the day on which the specified period expires.

- 11 The trust fund and its income shall be held upon such trusts for the benefit of the beneficiaries or any one or more of them exclusive of the others in such shares and proportions and subject to such terms and limitations and with and subject to provisions for maintenance, education, advancement or benefit or for accumulation of income during minority as the death benefit trustees shall appoint from time to time during the specified period and without infringing the rule against perpetuities.
- 12 In default of and subject to any appointment under clause 11, the income of the trust fund shall be held upon trust to allocate it to such one or more of the persons other than the Member as the death benefit trustees shall in their absolute discretion determine.
- 13 In default of and subject to any appointment under clause 11, the whole of the trust fund shall be held on the vesting day for such of the beneficiaries who are individuals then living or any one or more of them in such shares as the death benefit trustees shall prior to or on the vesting day determine and in default of such determination for such of the beneficiaries who are individuals then living in equal shares absolutely.
- 14 The death benefit trustees shall during the specified period have the following additional powers:
  - 14.1 power to allow the property or investments at the time subject to the trusts under these clauses **Error! Reference source not found.** to 17 to remain unsold or in its actual state of investment so long as the death benefit trustees may think fit and at any time or times to sell, call in or convert into money such property or investments or any part of them;

14.2 power to change or vary any property or any investments for the time being subject to the trusts of these clauses **Error! Reference source not found.** to 17 for others authorised by this Supplemental Deed or by law;

14.3 power to invest any money available for investment under the trusts of these clauses **Error! Reference source not found.** to 17 in any manner permitted by law from time to time including in the purchase of, or of an interest upon security, of such stocks, funds, securities, land of any tenure or chattels or in any trade or other investment or asset or property of whatever nature and wherever situated and whether involving liabilities or not and whether income producing or not or upon such personal credit with or without security as the death benefit trustees shall in their absolute discretion think fit, to the intent that the death benefit trustees shall have the same powers in all respects as if they were a sole beneficial absolute owner;

14.4 power to appropriate any investment or property from time to time subject to the trusts of these clauses **Error! Reference source not found.** to 17 in its actual state of investment in or towards the satisfaction of the beneficial interest of any person under these clauses **Error! Reference source not found.** to 17;

14.5 power to pay to the parents or either parent or any guardian of any minor any sum of income intended to be applied for the maintenance or education or benefit of that minor or any sum of capital intended to be applied for the advancement or benefit of that minor so that the receipt of such parent or parents or guardian shall be a complete discharge to the death benefit trustees, the Scheme Administrator and the Scheme Trustee;

14.6 power to exercise the powers contained in:

section 31 of the Trustee Act 1925 as if the words "may in all the circumstances be reasonable" had been omitted from paragraph (i) of subsection (1) thereof and in substitution there had been inserted the words "the trustees may in their absolute discretion think fit" and as if the proviso at the end of subsection (1) had been omitted;

section 32 of the Trustees Act 1925 as if the words "one half of" were omitted from proviso (a) to subsection (1); and

14.7 power to delegate to any persons or bodies corporate (including one or more of themselves) for any period and in any manner and upon any terms the execution or exercise of any of the trusts, powers and discretions imposed or conferred on them by this Supplemental Deed or by law.

15 In the professed execution of the trusts, powers and discretions under this Supplemental Deed, no death benefit trustee, Individual SIPP Trustee or the Scheme Trustee shall be liable for any loss to the trust fund or to the Individual SIPP arising by reason of any improper investment made in good faith or the negligence or fraud of any agent employed by him or by any other death benefit trustee under these clauses **Error! Reference source not found.** to 17 or Individual SIPP Trustee under this Supplemental Deed, although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omissions made in good faith by any death benefit trustee or the Scheme Trustee under these clauses **Error! Reference source not found.** to 17 or Individual SIPP Trustee under this Supplemental Deed or by reason of any other matter or thing except wilful and individual fraud or wrongdoing on the part of the death benefit trustee or Individual SIPP Trustee who is sought to be made so liable and except, in the case of the Scheme Trustee, the Scheme Administrator or any professional trustee, negligence,

16 Any beneficiary will be entitled to receive a benefit under these trusts notwithstanding that he may from time to time be a trustee or a director, employee or member of a body corporate which is a trustee for the time being.

17 The death benefit trustees shall declare and establish such separate trusts or sub-trusts or, where deemed appropriate recognise existing separate trusts, to which they may transfer all or any part of the death benefits for the benefit of such of the beneficiaries as they in their sole discretion shall think fit and may appoint such persons to be trustees of those trusts or sub- trusts and impose such terms and obligations in those trusts or sub-trusts as they in their absolute discretion shall decide.

18 The Individual SIPP Trustees of two or more Member Funds may on specific written instructions from the relevant Members authorise the purchase of assets across those Member Funds or jointly with one or more SIPPs, such Investments to be held by the Scheme Trustee as set out in clause 20 and Members as the trustees of any relevant SIPPs.

19 The following provisions shall apply to each Individual SIPP:

19.1 the Individual SIPP Trustees solely or jointly for or in respect of one or more Member Funds or jointly with one or more SIPPs may borrow money for any purpose which is permitted by law, including for the purchase of commercial real property on open market commercial terms, to pay benefits under the Individual SIPP or SIPPs or to acquire any other assets, and may give security over any such commercial property or other such assets so acquired on such terms as they think fit upon a direction and with the written consent of the Member or Members concerned. The Scheme Administrator, for or in respect of one or more Member Funds, may borrow monies or may give security over any assets of those Member Funds on such terms as it may think fit without the written consent of the Member or Members concerned, where such borrowing or giving of security is, in the reasonable opinion of the Scheme Administrator, necessary for reasons of liquidity, in order that benefits may be paid from the Scheme. The Scheme Administrator authorises the Scheme Trustee to act on its behalf in relation to any borrowing and to give security over assets of the Member's Member Fund, albeit only to the order of the Scheme Administrator. Any third-party transacting or dealing with the Scheme Trustee in respect of such borrowings shall be entitled to assume and to act upon the assumption that the Scheme Trustee is acting to the order of the Scheme Administrator;

19.2 if permitted by the Scheme Administrator the Individual SIPP Trustees may make loans either secured or unsecured upon such terms as they think fit, other than loans to any Member or any Connected Person;

19.3 the Scheme Trustee (acting to the order of the Scheme Administrator) shall be the sole signatory on the bank account in respect of the Individual SIPP; and

19.4 each Member and the Additional Trustee, if any, by this Supplemental Deed irrevocably appoints the Scheme Administrator for the time being to be his attorney with power in his name and on his behalf and as his act and deed or otherwise to sign any document in respect of any asset or investment of or relating to his Individual SIPP, and to sign cheques and alter bank mandates, where it is in the opinion of the Scheme Administrator expedient or necessary for the Scheme Administrator to act in order to either:

to ensure that the continued status of the Scheme as a Registered Scheme is to be maintained or retained; or

to pay the professional fees of the Scheme Administrator and any Service Provider;

to pay any Tax liability from the relevant Member Fund; or

to pay any fees, charges and expenses incurred as a result of the default of the Member or a property manager.

20 Any assets vested in or otherwise under the control of the Scheme Administrator whether or not the Scheme Administrator is the sole administrator of the Member's Fund, shall be held by and registered in the name of the Scheme Trustee to the order of the Scheme Administrator. Any third party transacting or dealing with the Scheme Trustee as legal owner of such assets shall be entitled to assume and to act upon the assumption that the Scheme Trustee is acting to the order of the Scheme Administrator.

21 The Scheme Administrator, the Scheme Trustee and any Service Provider (whichever may be applicable) may deduct from any payment made under the Individual SIPP a sum equal to any Tax which becomes payable as a result of that payment. Such payment of Tax shall, at the option of the Scheme Administrator or such Service Provider (whichever may be applicable) be made out of the Individual SIPP or Member Fund under which it rightly falls due.

22 A resolution in writing signed in respect of the Individual SIPP by an authorised signatory of the Scheme Trustee and the other Individual SIPP Trustees in respect of whose Individual SIPP the resolution applies

shall be as valid and effective as if it had been passed at a meeting of the Individual SIPP Trustees in respect of the Individual SIPP concerned duly convened and held and any such resolution may consist of one or more documents in similar form each signed by one or more of the Scheme Trustee and the other Individual SIPP Trustees in respect of the Individual SIPP to which the resolution applies.

- 23 The Individual SIPP Trustees may with the prior written consent of the Scheme Administrator employ agents to transact any business regarding the Individual SIPP including the payment of benefits. Any valid receipt given to an agent acting under this clause shall be a good and sufficient discharge to the Scheme Administrator and any Service Provider and the Individual SIPP. Any person dealing with an agent appointed under this clause shall, on production of the Scheme Trustee's and the Member's written authority for the agent so to act, be entitled to assume (unless he has express written notice of the revocation of that authority) that the authority remains unrevoked.
- 24 During the Member's lifetime, the Member has the power by deed to appoint a new trustee or new trustees in place of or additional to the Additional Trustee (if any) or a new trustee or new trustees of any settlement expressed to be supplemental or made by reference to this Supplemental Deed and/or to remove the Additional Trustee or (if any) the trustees appointed additional to the Additional Trustee.
- 25 The Individual SIPP Trustees (during the Member's lifetime), or the Scheme Administrator and the Additional Trustee (if any) (after the Member's death) shall have the power from time to time or at any time by deed or deeds to add to or alter or modify all or any of the trust, powers or provisions of this Supplemental Deed.
- 26 The Member by this Supplemental Deed acknowledges and agrees that, in the event of a breach by the Member of terms agreed with the Scheme Administrator and/or Scheme Trustee or in the event of his bankruptcy, the Scheme Administrator may, in respect of any commercial real property held in the Member's Member Fund, remove him as a registered proprietor of the property at the Land Registry.
- 27 The Scheme Administrator, the Scheme Trustee and the Additional Trustee (if any) shall be entitled to all the indemnities conferred on trustees by law. The Scheme Administrator, the Scheme Trustee, the Provider and the Additional Trustee (if any), and any associated company within the same group of companies as the Scheme Administrator shall not be liable for any acts or omissions not due to their own deliberate bad faith or, in the case of the Scheme Trustee, Scheme Administrator or any professional trustee, its own negligence. Each Member in respect of whose Member Fund there has been a loss shall keep the Scheme Administrator, the Scheme Trustee, the Provider, the Additional Trustee (if any) and any such associated company indemnified against the consequences of the exercise of all the Scheme Administrator's, the Scheme Trustee's, the Providers, the Additional Trustee's and any associated company's duties, powers and discretions (if any) except to the extent attributable to knowing and deliberate bad faith on the part of the Scheme Administrator, the Scheme Trustee, the Provider, any such associated company or the Additional Trustee as the case may be or, in the case of the Scheme Trustee the Scheme Administrator or any professional trustee, its own negligence and the Scheme Administrator, the Scheme Trustee, the Provider and the Additional Trustee shall be indemnified to the same extent from the assets of the Member Fund (including for the avoidance of doubt the assets of the Individual SIPP). In this clause the words "**Scheme Trustee**", "**Scheme Administrator**", "**Additional Trustee**", "**associated company**" and "**Provider**" shall include every trustee administrator, provider of services and provider for the time being of the Scheme and of each Individual SIPP and every director, employee or member of a corporate trustee of the Scheme and of each Individual SIPP, of the Scheme Administrator, of any service provider or of each Individual SIPP and of the Provider.
- 28 The Individual SIPP Trustees of one or more Individual SIPPs may in their absolute discretion authorise the purchase of assets across those Individual SIPPs, such investments to be held jointly by the respective trustees of those Individual SIPPs.
- 29 For the purposes of constructing this Deed:
  - 29.1 other than those expressions referred to in clauses 10 to 17 of this Supplemental Deed or as otherwise indicated the defined terms in this Supplemental Deed shall have the same meanings given to them in the Master Deed and the Rules;

29.2 pronouns and adjectival pronouns denoting the masculine gender shall be construed as including the feminine;

29.3 words in the singular shall be construed as including the plural and words in the plural as including the singular;

29.4 references to any enactment include references to that enactment as amended or extended or re-enacted by or under any other enactment.

**IN WITNESS** of which this Deed has been executed by the parties and is intended to be and is delivered on the date herein.

**Executed as a Deed by Whitehall SIPP Trustees Limited**

Director

In the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

**Executed as a Deed by Whitehall Group SIPP Limited**

Director

In the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

**Executed as a Deed by the Member**

Signature

In the presence of

Witness Signature

Witness Name

Witness Address



Witness Occupation

