

7IM SIPP

Terms and Conditions

May 2018

Succeeding together

7iM

Important notice

This is an important document so please read it carefully.

These are the 7IM SIPP Terms and Conditions referred to in your 7IM SIPP Application Form and are applicable to membership of the 7IM SIPP.

Glossary

In these 7IM SIPP Terms and Conditions, certain words have a particular meaning and are capitalised. These terms are either defined in the relevant clause below or in the "7IM SIPP Glossary" at the end of these 7IM SIPP Terms and Conditions.

References in these 7IM SIPP Terms and Conditions to "you" and "your" mean the person who has applied for membership of the 7IM SIPP. References to "us", "we" and "our" mean the SIPP Operator.

Instructions

Unless otherwise specified, if you are required under these 7IM SIPP Terms and Conditions to give us any instructions in writing you should email us at SIPPenquiries@7im.co.uk.

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1 Agreement

1.1

The 7IM SIPP is operated by 7IM Investment and Retirement Solutions Limited, the SIPP Operator, which is authorised under the Financial Services and Markets Act 2000 for the establishment, operation and winding up of personal pension schemes. The SIPP Operator is authorised and regulated by the FCA to act as a SIPP operator, and is also the HMRC regulated Scheme Administrator of the 7IM SIPP.

1.2

These 7IM SIPP Terms and Conditions form part of the Agreement referred to in your 7IM SIPP Application Form, which is a legally binding agreement between you, the SIPP Operator and 7IM.

1.3

The Agreement will commence on the date that we notify you in writing (which may be by email) that your application for membership of the 7IM SIPP has been accepted.

2 The 7IM SIPP

2.1

The 7IM SIPP is a Registered Pension Scheme. It is governed by the Trust Deed, a copy of which is available on our website www.7im.co.uk.

2.2

The Trustee of the 7IM SIPP is 7IM Trustees Limited. Subject to clause 5, the Trustee is the ultimate legal owner of the sums and assets held under the 7IM SIPP for the benefit of scheme members.

2.3

If the SIPP Operator accepts your application for membership of the 7IM SIPP, we will open a 7IM SIPP Account in your name under the 7IM SIPP. Eligibility for membership of the 7IM SIPP is at the discretion of the SIPP Operator. However, you will usually need to meet one of the following criteria:

- a UK resident with Relevant UK Earnings;
- a crown employee with earnings from overseas crown employment subject to UK tax;

- a spouse or civil partner of a crown employee with no earnings;
- a parent, grandparent or third party applicant on behalf of a minor (someone under 18);
- a non-UK resident who wants to transfer other UK pension benefits to the 7IM SIPP.

2.4

A parent, grandparent or third party applicant may apply for membership of the 7IM SIPP on behalf of a child aged under 18 and, if the application is accepted, we will accept instructions from the applicant in relation to the 7IM SIPP Account on behalf of the child. Additional joining requirements may apply, including that the applicant themselves will usually need to be a member of the 7IM SIPP. If this person dies before the child reaches age 18, we may require their personal representatives to register another parent or guardian (with our consent) to give instructions in relation to the 7IM SIPP Account instead. We may also allow or require someone else to provide instructions in relation to the 7IM SIPP Account on behalf of the child in some circumstances, such as where the parent or guardian is incapacitated, cannot be contacted, ceases to be the child's legal guardian or have parental responsibility, or where for some other reason they are unable to act in relation to the 7IM SIPP Account. Once the child reaches 18, we may require them to sign a new 7IM SIPP Application Form in their own right and/or other confirmation of acceptance of an Agreement with us and 7IM.

3 Investment of your 7IM SIPP account

3.1

Assets in your 7IM SIPP Account will be invested in accordance with the relevant Investment Service provided by 7IM for your 7IM SIPP Account, subject always to the requirements of the Agreement, the Trust Deed and overriding law.

4 Trustee bank accounts

4.1

The Trustee (acting at the direction of the SIPP Operator) will operate two bank accounts, a “**Trustee Money In Account**” and a “**Trustee Money Out Account**” (together, the “**Trustee Bank Accounts**”). The Trustee Bank Accounts are trust accounts in the name of the Trustee, and used to pass monies to and from your 7IM SIPP Account.

4.2

Cash payments to your 7IM SIPP Account will be passed through the Trustee Money In Account. References to payments to your 7IM SIPP Account in these 7IM SIPP Terms and Conditions should be construed accordingly.

For payments made by cheque, monies will only be transferred from the Trustee Money In Account to your 7IM SIPP Account once funds have cleared through the UK banking system.

Payments made by direct debit are processed by GoCardless Limited, which is authorised by the FCA to provide payment services. Money held on your behalf by GoCardless will be held in a client money account with Royal Bank of Scotland (or a selected alternative account provider). If you reclaim a payment made by direct debit or a direct debit payment fails to be collected where the amount of the payment has already been credited to your 7IM SIPP Account, the amount of the direct debit payment will be debited and paid from your 7IM SIPP Account.

4.3

Cash payments out of your 7IM SIPP Account will be passed through the Trustee Money Out Account. References to payments from your 7IM SIPP Account in these 7IM SIPP Terms and Conditions should be construed accordingly.

4.4

Each Trustee Bank Account is a pooled account, which means that it contains holdings for a number of members of the 7IM SIPP. We will keep a record of your holding in a Trustee Bank Account each day. If there is a shortfall and the bank is unable to meet its financial obligations, your 7IM SIPP Account may be due a share of the shortfall.

4.5

The Trustee Bank Accounts are non-interest bearing cash accounts.

5 7IM SIPP Account

5.1

Money and investments in your 7IM SIPP Account are held by the custodian appointed by 7IM as the Trustee's agent under the 7IM Terms and Conditions (the “**Custodian**”).

The terms of business upon which the Custodian will hold the money and investments in relation to your 7IM SIPP Account and provide associated services are summarised in the 7IM Terms and Conditions.

6 Fees and charges

6.1

Your 7IM SIPP Account will be used for payment of the 7IM SIPP Fees and Charges and the 7IM Fees and Charges applicable to your Investment Service. You authorise 7IM to collect and deduct these fees and charges from your 7IM SIPP Account, and agree that the provisions relating to the collection of fees and charges in the 7IM Terms and Conditions apply to these fees and charges.

6.2

Where there are insufficient funds available to cover these fees and charges, you will be personally liable for any shortfall. We reserve the right to invoice you and the invoice will be payable upon receipt.

7 Contributions

Making contributions

7.1

Contributions can be made to your 7IM SIPP Account as described in this clause 7.

7.2

Contributions can be made to your 7IM SIPP Account by you and your employer by such methods and at such frequencies and of such amounts as the SIPP Operator agrees to accept.

7.3

Contributions must be made by cash payment in pounds sterling.

Single contributions may only be paid by cheque, unless the SIPP Operator notifies you in writing otherwise.

Regular contributions may only be paid by direct debit on a monthly basis. Where you have given an instruction that regular contributions be used to arrange the purchase of investments on your behalf, 7IM will carry out these investment instructions provided that the direct debit payment has been received and sufficient cash is available in your 7IM SIPP Account. We will not be liable for losses arising from any failure or delay in the receipt of monies except to the extent that such loss arises directly from our negligence, breach of regulation or fraud. 7IM will continue to carry out this investment instruction each month until receipt of a cancellation or replacement instruction. Please be aware that if a cancellation or replacement instruction is not made in time to cancel the next direct debit payment, then it may still be collected and the monies invested in accordance with the existing instruction.

7.4

The SIPP Operator reserves the right to refuse contributions paid by any other method.

7.5

You should be aware that fees and charges continue to apply in accordance with the 7IM SIPP Fees and Charges and the 7IM Fees and Charges applicable to your Investment Service, whether or not you are making contributions.

Tax relief on contributions

7.6

The SIPP Operator claims basic rate tax relief from HMRC on eligible contributions made by you. The SIPP Operator will apply basic rate tax relief to these contributions at the point the contribution is made unless this service (the "**Pre-funding service**") is terminated under clause 7.10.

7.7

You need to tell the SIPP Operator if you are not entitled to tax relief on all or part of the contributions. In the event that contributions over the Tax Relief Limit are paid into your 7IM SIPP Account, no tax relief will be available on the excess.

7.8

You agree to notify the SIPP Operator within 90 days if you access benefits flexibly from any other pension arrangement making you subject to the Money Purchase Annual Allowance. It is also your responsibility to ensure you do not exceed the current Money Purchase Annual Allowance where this has been triggered.

7.9

In the event you exceed whichever of the Annual Allowance or the Money Purchase Annual Allowance apply to you, there is usually a tax charge on you. You are responsible for notifying HMRC if the Annual Allowance or, where applicable, the Money Purchase Annual Allowance is exceeded. You should seek financial advice if you are planning to make contributions over the Annual Allowance.

7.10

Without prejudice to clause 19, the SIPP Operator can terminate or suspend the Pre-funding service at any time. If the SIPP Operator chooses to terminate or suspend the Pre-funding service, basic rate tax relief will be applied to all eligible contributions at the point the tax relief is received from HMRC.

Refund of excess contributions

7.11

If you have paid pension contributions over the Tax Relief Limit, you can request a refund in respect of the excess on the terms permitted by the Finance Act. The SIPP Operator can agree to refund the lower of the excess contribution and the value of your 7IM SIPP Account. HMRC requires the Scheme Administrator to repay to it the full amount of the basic rate tax relief that has been claimed on the excess contribution. Any refund to you will be subject to the value of your 7IM SIPP Account being sufficient to make the required payment to HMRC.

7.12

Any request for a refund you make under clause 7.11 must be made to us in writing. The Finance Act may prescribe a time limit for making your request.

7.13

Where contributions are paid which result in either the Annual Allowance or the Money Purchase Annual Allowance being exceeded, you cannot avoid the Annual Allowance charge simply by obtaining a refund of contributions from the SIPP Operator.

8 Transfers in

8.1

With the agreement of the SIPP Operator, you can transfer benefits from another Registered Pension Scheme to your 7IM SIPP Account.

8.2

If you became entitled to Pension Income on the death of a member under another Registered Pension Scheme other than through a Lifetime Annuity, you can apply to transfer the entitlement into your 7IM SIPP Account for the purpose of continuation of Pension Income. If the SIPP Operator accepts the application, you will be treated as a Dependant, Nominee or Successor (as appropriate under the Finance Act).

8.3

You or your Financial Adviser are responsible for ensuring that a transfer of benefits is in your best interests. Neither the SIPP Operator nor the Trustee provides advice, and acceptance of any transfer into the 7IM SIPP or your 7IM SIPP Account is in no way an endorsement of the suitability for you of the transfer.

8.4

Transfers in may only be made by cash payment in pounds sterling, unless the Operator permits an In Specie transfer to be made.

8.5

Before any transfer to the 7IM SIPP is accepted, including any transfer of benefits that have already been designated for the payment of Pension Income using Capped or Flexi-access Drawdown, the SIPP Operator may require you or your Financial Adviser to provide any information, instructions, declarations, authorisations, confirmations and consents that we consider may be necessary or prudent or may be required by the transferring pension provider or under the Trust Deed. You do not have the right to insist on making a transfer to the 7IM SIPP. Any transfer accepted will be on the basis of the 7IM SIPP Terms and Conditions and any other terms notified to you in advance of the transfer being actioned.

9 Transfers out

9.1

You can transfer all or part of your 7IM SIPP Account to another Registered Pension Scheme or a QROPS if (in either case) the transfer is not an Unauthorised Payment and the transfer otherwise satisfies any requirements under the Trust Deed. A partial transfer of any part of your 7IM SIPP Account that has been allocated for Pension Income using Capped or Flexi-access Drawdown is not permitted. The transfer will be made as soon as reasonably practicable.

9.2

Transfers out will be made by cash payment, unless the SIPP Operator permits an In Specie transfer to be made.

9.3

A request to transfer out will be subject to appropriate pension scam checks by the SIPP Operator. This may lead to delays in implementing transfers out. Subject to your statutory rights, we may refuse to effect a Transfer where we suspect that a pension scam may be involved.

10 Taking benefits

10.1

From Normal Minimum Pension Age under the Finance Act you can use all or part of your 7IM SIPP Account to take benefits in any way permitted by the Trust Deed. This includes buying a Lifetime Annuity from an annuity provider in your name and taking other forms of Pension Income.

10.2

You may be able to take benefits before the Normal Minimum Pension Age:

- if you had transitional rights at 6 April 2006 to a protected pension age under Schedule 36 of the Finance Act and you satisfy the conditions;
- if the Scheme Administrator is satisfied that you are in ill health, as defined in the Finance Act; or
- as a serious ill health lump sum if you satisfy the conditions in the Finance Act for a serious ill health lump sum. The tax treatment of a serious ill health lump sum is set by the Finance Act.

10.3

You may take a Pension Commencement Lump Sum before buying a Lifetime Annuity or taking Pension Income. Normally, the maximum Pension Commencement Lump Sum will be 25% of the value of the part of your 7IM SIPP Account being used to provide these benefits. A higher or lower amount might be available if you had Tax Protections in respect of benefits earned before 6 April 2006. Tax will not normally be payable on the lump sum. The lump sum will be paid once cash is available in your 7IM SIPP Account.

10.4

When you commence taking benefits from your 7IM SIPP Account, the value of that part of your 7IM SIPP Account being used for benefits must usually be tested against the Lifetime Allowance, as set by the Finance Act. A test against the Lifetime Allowance will also be made in other circumstances set by the Finance Act. If the Lifetime Allowance is exceeded, there is a tax charge. The SIPP Operator will deduct the tax charge from your 7IM SIPP Account and pay this to HMRC. You must provide us with the information necessary for the SIPP Operator to calculate the tax charge. You are responsible for any further tax charges that may arise as a result of that information being incorrect or failing to be provided.

10.5

You can draw Pension Income from your 7IM SIPP Account by allocating your 7IM SIPP Account to provide Flexi-access Drawdown or by continuing Capped Drawdown, if you are entitled to take these benefits under this clause 10 and the SIPP Operator accepts your application to do so.

10.6

With Flexi-access Drawdown, you can take any level of Pension Income you choose, and you can choose not to take any Pension Income at all after having taken your Pension Commencement Lump Sum. You can increase or reduce the amount of Pension Income being drawn or ask for an extra one-off Flexi-access Drawdown payment. You can choose for it to be paid on a monthly, quarterly, semi-annual or annual basis.

If you wish to change the amount of Flexi-access Drawdown being drawn from your 7IM SIPP Account, you should instruct us in writing.

10.7

With Capped Drawdown, there is a maximum level of Pension Income you can take each year. If you exceed this level, this will automatically be converted to Flexi-access Drawdown.

10.8

The gross amount of any Pension Income payments will be debited from your 7IM SIPP Account normally up to 5 working days before the payment date. Any relevant tax will be deducted from Pension Income before being paid to you, and we will pay the tax to HMRC.

10.9

You are responsible for ensuring that there is enough cash available in your 7IM SIPP Account in good time to pay any benefits you have chosen to take. If there is not enough cash available in your 7IM SIPP Account to pay the benefits, assets within your 7IM SIPP Account will be sold under the disinvestment procedure described in clause 12. Depending on the investments held in your 7IM SIPP Account there may be an unavoidable delay in their sale, which could delay the payment of benefits.

11 Benefits following member's death

11.1

On your death your 7IM SIPP Account can be used to provide Pension Income and/or to pay lump sum death benefits in accordance with this clause 11, subject to the options allowed under the Trust Deed.

11.2

The SIPP Operator will write to your personal representatives or potential beneficiaries (as applicable) with details of the ways in which benefits can be provided.

11.3

A person who wishes to receive Pension Income from your 7IM SIPP Account on your death may (i) use all or part of the 7IM SIPP Account to buy a Lifetime Annuity in their own name, or (ii) apply to take Pension Income as Flexi-access Drawdown (see clause 10) by establishing their own 7IM SIPP Account. Any application for Flexi-access Drawdown must be made using the SIPP Operator's prescribed form for that purpose, which will include that person's acceptance of the 7IM SIPP Terms and Conditions. We can decline any such application at our discretion, for example if we consider that this would breach the terms of the

Trust Deed or the 7IM SIPP Terms and Conditions or the requirements of the Finance Act.

11.4

The Trustee acting at the direction of the SIPP Operator may apply your 7IM SIPP Account in accordance with the Trust Deed to pay one or more lump sum death benefits to eligible beneficiaries.

11.5

The tax treatment of death benefits is set out in the Finance Act. Benefits paid on the death of a member or other 7IM SIPP beneficiary before the age of 75 are normally tax-free. Where required by the Finance Act, the SIPP Operator will deduct any tax due before the payment of benefits.

11.6

You should complete an Expression of Wish form to notify the Scheme Administrator who you would like to receive death benefits from your 7IM SIPP Account on your death. Your wishes will be taken into account when decisions about death benefits are made pursuant to the Trust Deed, but neither the Trustee nor the Scheme Administrator / SIPP Operator will be bound by your wishes.

11.7

You can state or amend your wishes at any time by providing the SIPP Operator with a new Expression of Wish form in writing.

12 Insufficient funds

12.1

If there is not enough cash in your 7IM SIPP Account to make any payment due under the Agreement, the Trustee or the SIPP Operator will ask 7IM to arrange for a disinvestment from your 7IM SIPP Account in order to make the payment in accordance with this clause 12. This may delay the making of any such payment.

12.2

Neither the Trustee nor the SIPP Operator are responsible for the choice of assets sold or the price obtained under this clause 12 in order to provide sufficient cash.

12.3

Where disinvestment under clause 12.1 is required to pay a benefit from the 7IM SIPP:

where under your Investment Service you have appointed 7IM as the discretionary investment manager of your 7IM SIPP Account, then disinvestment will be carried out by 7IM at its discretion in accordance with the terms of that Investment Service;

otherwise 7IM or the SIPP Operator will contact you or your Financial Adviser to ask for your instructions as to how and when any such disinvestment should be carried out, and any such disinvestment will be carried out in accordance with the terms of that Investment Service.

12.4

Where disinvestment under clause 12.1 is required to make any other payment under the Agreement, including any amount due under the 7IM Fees and Charges or the 7IM SIPP Fees and Charges or any deduction or Loss chargeable to your 7IM SIPP Account, then you authorise us without giving you further notice to instruct 7IM to arrange that disinvestment in order to provide sufficient cash to make the payment in question. This includes such disinvestment as may be carried out to collect fees and charges due in accordance with the 7IM Terms and Conditions.

13 Responsibility and liability

13.1

The Trustee is not responsible or liable to you under the Trust Deed, and the SIPP Operator is not responsible or liable to you under the Agreement, for selecting or monitoring the performance of the investments chosen for your 7IM SIPP Account, or for assessing the suitability of investments for you or providing financial or other advice.

13.2

To the fullest extent permitted by law, the SIPP Operator shall not have any legal liability to you for any Loss suffered or incurred by you or your 7IM SIPP Account or any reduction in the value of any asset relating to your 7IM SIPP Account:

- as a consequence of acquiring or disposing of any asset for your 7IM SIPP Account; or

- as a consequence of not acquiring or not disposing of any asset for your 7IM SIPP Account; or
- which results from any act or omission or default or error or delay of any nature whatsoever by you or any other person or third party (in whatever context arising); or
- as a consequence of the SIPP Operator acting in accordance with any instruction from you or your Financial Adviser or any other legally authorised person acting on your behalf and relating to your 7IM SIPP Account (including in relation to any contribution, benefit, transfer or investment decision relating to your 7IM SIPP Account), or any instruction that reasonably appears to the SIPP Operator to have been given by you or your Financial Adviser or any other legally authorised person acting on your behalf; or
- as a consequence of any act or omission done by the SIPP Operator pursuant to or permitted by the Trust Deed or the Agreement.

13.3

Notwithstanding clause 13.2, to the fullest extent permitted by law, the SIPP Operator shall not have any legal liability to you for any Loss suffered or incurred by you or your 7IM SIPP Account, or any reduction in the value of any asset relating to your 7IM SIPP Account, which is caused by circumstances beyond the SIPP Operator's reasonable control, including but not limited to any one or more of any: act of God, earthquake, storm, flood, lightning, fire, explosion or similar natural events; power failure; failure or disruption of a computer system or other equipment, including electronic mail systems and telecommunications; failure or disruption of any relevant stock exchange, depository, settlement system or market; strike, lockout, other industrial action or other interference with work; nationalisation, expropriation, prohibition, intervention, direction or embargo; imposition by any governmental or quasi-governmental authority of currency restrictions, exchange controls or other charges or restraints affecting your 7IM SIPP Account or the assets that relate to it; inability or delay in obtaining governmental or quasi-governmental approval, consent, permit, licence, authority or allocation; intervention by an exchange or regulator; or act of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance.

13.4

If an event referred to in clause 13.3 occurs and the failure or delay by the SIPP Operator is material, then to the extent reasonably practicable the SIPP Operator will give you prompt notice of that event unless you might reasonably be expected to be aware of the circumstances. The SIPP Operator will also give you reasonable particulars of the event and, insofar as known, the probable extent to which we are unable to perform, or will be delayed in performing, the relevant obligations.

14 Taxation and levies**14.1**

The SIPP Operator may deduct from your 7IM SIPP Account, or any payment made from your 7IM SIPP Account, any tax, tax charge, tax surcharge, penalty, levy or interest:

- a. that the Scheme Administrator or Trustee is required or entitled or allowed to deduct in accordance with law or HMRC requirements or the Trust Deed or the Agreement; and/or
- b. for which the Scheme Administrator or Trustee is or may be accountable in accordance with law or HMRC requirements or the Trust Deed or the Agreement, until the Scheme Administrator's or the Trustee's liability has settled – any remaining amount of the deduction will be paid and/or returned by the SIPP Operator on settlement of the liability.

14.2

Any income payments you receive from your 7IM SIPP Account are currently taxed under the pay as you earn system.

14.3

The SIPP Operator is not liable for any Loss that you incur as a result of the use of an incorrect tax code.

15 Cancellation**15.1**

When we accept your application to open a 7IM SIPP Account, we will send you a cancellation form. If you wish to cancel your 7IM SIPP Account,

you must inform us in writing by completing and returning the cancellation form to us within 30 days from the date you receive the cancellation form.

15.2

If you cancel your 7IM SIPP Account within the 30 day cancellation period, any uninvested contributions will be returned to you without interest.

15.3

If you cancel your 7IM SIPP Account within the 30 day cancellation period and have invested any contributions made to your 7IM SIPP Account, you will receive back the initial amount invested unless the value of the investment(s) purchased is less, in which case the lower amount will be paid back to you.

15.4

Any tax due will also be deducted from the amount returned to you.

15.5

You are not entitled to a further cancellation period in respect of additional contributions made to your 7IM SIPP Account after the 30 day cancellation period has expired.

15.6

You will also receive a cancellation form in respect of each Transfer into your 7IM SIPP Account. If you decide that you do not wish to proceed with the Transfer, you must inform us in writing by completing and returning the cancellation form to us within 30 days from the date you receive the cancellation form.

15.7

Subject to the provisions of clause 15.1 and clause 15.6, if you decide to cancel your 7IM SIPP Account or any Transfer into it within the relevant 30 day period, the value of the cash or investments attributable to the Transfer will be returned to the transferring scheme. If the transferring scheme refuses to accept the returned Transfer payment, you will need to select an alternative pension scheme to which the payment can be made.

15.8

You will also receive a cancellation notice on the first occasion that you start to take benefits from your 7IM SIPP Account. If you decide that you do not wish to proceed with the Crystallisation, you must inform us in writing by completing and returning the cancellation form to us within 30 days from the date you receive the cancellation form. You must also return any lump sum and/or income received by you within the 30 day period for the cancellation to be effective.

16 Financial Services Compensation Scheme

16.1

The SIPP Operator is covered by the Financial Services Compensation Scheme (the "FSCS"). This is a scheme that provides limited compensation for customers who might otherwise lose out if a company regulated in the UK by the FCA is unable to pay claims against it. If the SIPP Operator is unable to meet its obligations to you, then you may be eligible to make a claim for compensation under the FSCS. If a provider of an underlying investment or bank account is unable to meet its obligations to the SIPP Operator, then you or the SIPP Operator on your behalf may be eligible to make a claim for compensation under the FSCS. The maximum amount that can be claimed will depend on the investment type.

FSCS contact details are:
10th Floor
Beaufort House
15 St. Botolph Street
London EC3A 7QU
Tel: 020 7741 4100
www.fscs.org.uk

17 Complaints

17.1

If you have any complaints in relation to your 7IM SIPP Account, you can contact us at complaints@7im.co.uk.

17.2

We will aim to acknowledge your complaint promptly, investigate the matter and report the results to you.

17.3

If you are not happy with the response to your complaint, you might have the right to refer it to the Pensions Ombudsman Service or the Financial Ombudsman Service. We will tell you about any ombudsman referral rights at the time. Making a complaint, unless made to the Pensions Ombudsman Service, does not hinder your right to take legal proceedings. The Pensions Advisory Service also exists to provide guidance and help about pensions.

Pensions Ombudsman Service
10 South Colonnade
Canary Wharf E14 4PU
Tel: 0800 917 4487

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel: 0800 023 4567

The Pensions Advisory Service
11 Belgrave Road
London SW1V 1RB
Tel: 0300 123 1047

18 Data protection

18.1

Your personal data will be processed in accordance with our privacy policy, which is available on the 7IM website www.7im.co.uk.

19 Variation

19.1

The SIPP Operator can make changes to these 7IM SIPP Terms and Conditions and the 7IM SIPP Application Form for any of the following reasons:

- to respond proportionately to changes in law or regulation or to decisions of the Financial Ombudsman Service or the Pensions Ombudsman or the Financial Services Compensation Scheme;
- to respond proportionately to a court order or decision affecting the 7IM SIPP or your 7IM SIPP Account;
- to meet legal or regulatory requirements;
- to reflect new industry guidance and codes of practice which raise standards of consumer protection;
- to reflect a change in the SIPP Operator's corporate structure that doesn't have an unfavourable impact on you but which does require the SIPP Operator to make changes to the Trust Deed or the Agreement or your 7IM SIPP Account;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- to remedy any errors, omissions or ambiguities which we may discover in the future, or to otherwise make them clearer or more favourable to you; or
- if we have any other valid reason for doing so.

19.2

We may also make changes to our 7IM SIPP Fees and Charges.

19.3

We will give you notice of any changes under this clause 19 in advance where practicable, or at the earliest opportunity after the change where advance notice is not practicable.

20 Termination

20.1

Your 7IM SIPP Account continues until you extinguish all your benefit rights under your 7IM SIPP Account through:

- a. the payment of a Transfer value to another Registered Pension Scheme or QROPS; or
- b. the provision of pension or death benefits outside the 7IM SIPP.

However, the provisions of clauses 6.2, 12, 13, 14, 18, 19.1, 19.3 and any other clause which by its nature is intended to survive termination of the Agreement will continue to apply to you and us and 7IM after all of your 7IM SIPP Account has been extinguished.

20.2

If you no longer wish to use a 7IM Investment Service in connection with your 7IM SIPP Account, or the Agreement in relation to the 7IM Investment Service otherwise comes to an end for any reason, you must arrange to transfer your 7IM SIPP Account to another Registered Pension Scheme or QROPS.

20.3

By giving you at least six months' notice in advance, the SIPP Operator can transfer-out (or arrange with the Trustee for the transfer-out of) your 7IM SIPP Account to another Registered Pension Scheme for any of the following reasons:

- if the 7IM SIPP is wound up;
- if the SIPP Operator considers that the 7IM SIPP is too expensive for it to operate;
- if the SIPP Operator makes an alternative Registered Pension Scheme available that provides similar benefits to the 7IM SIPP;
- if the 7IM SIPP is, or if the SIPP Operator considers that it could be, de-registered by HMRC; or
- if the SIPP Operator considers that the relationship between you and the SIPP Operator or you and 7IM or you and the Trustee has broken down, or your behaviour is abusive, offensive or threatening (in language or action) or is otherwise inappropriate.

20.4

For transfers under clause 20.3, if you do not notify the SIPP Operator of your chosen Registered Pension Scheme within the six month notice period, the SIPP Operator may choose the Registered Pension Scheme that your 7IM SIPP Account will be transferred to (provided that that scheme is willing to receive a transfer of your 7IM SIPP Account in accordance with applicable transfer laws), and you authorise the SIPP Operator to execute any documentation on your behalf necessary to achieve the transfer. If you have notified the SIPP Operator of a Registered Pension Scheme before the end of the six month notice period, the SIPP Operator will arrange the transfer to that Registered Pension Scheme (provided that that scheme is willing to receive a transfer of your 7IM SIPP Account in accordance with applicable transfer laws). The SIPP Operator will transfer the assets that relate to your 7IM SIPP Account net of any liabilities (including any amount required to satisfy any fees and charges due and any other deductions or Losses chargeable to your 7IM SIPP Account). Investment transactions already initiated will, where practicable, be completed.

21 Other terms

21.1

The SIPP Operator can assign its rights under the Agreement to another person or third party that is willing to act as the 7IM SIPP's new SIPP Operator and you will be notified in writing if this happens.

21.2

You are not permitted to assign, mortgage or charge your 7IM SIPP Account, or any asset that relates to it, in any way.

21.3

No person other than you and the SIPP Operator has any rights to enforce or vary any of the 7IM SIPP Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.4

Each of the provisions of these 7IM SIPP Terms and Conditions operates separately. If any court or tribunal decides that any of them are void or unlawful, then the remaining provisions remain in full force and effect. If any court or tribunal decides that any of them are legally unfair, then as far as possible the provision will still apply but it will be construed as amended to the minimum degree necessary so that it is no longer legally unfair.

21.5

If the SIPP Operator fails to insist that you perform any of the obligations in relation to your 7IM SIPP Account, or if we do not enforce our rights against you or delay in doing so, that will not mean that you do not have to comply with those obligations or that we have waived our rights against you. If the SIPP Operator does waive a default by you, the SIPP Operator will only do so in writing, and that will not mean that the SIPP Operator will automatically waive any later default by you.

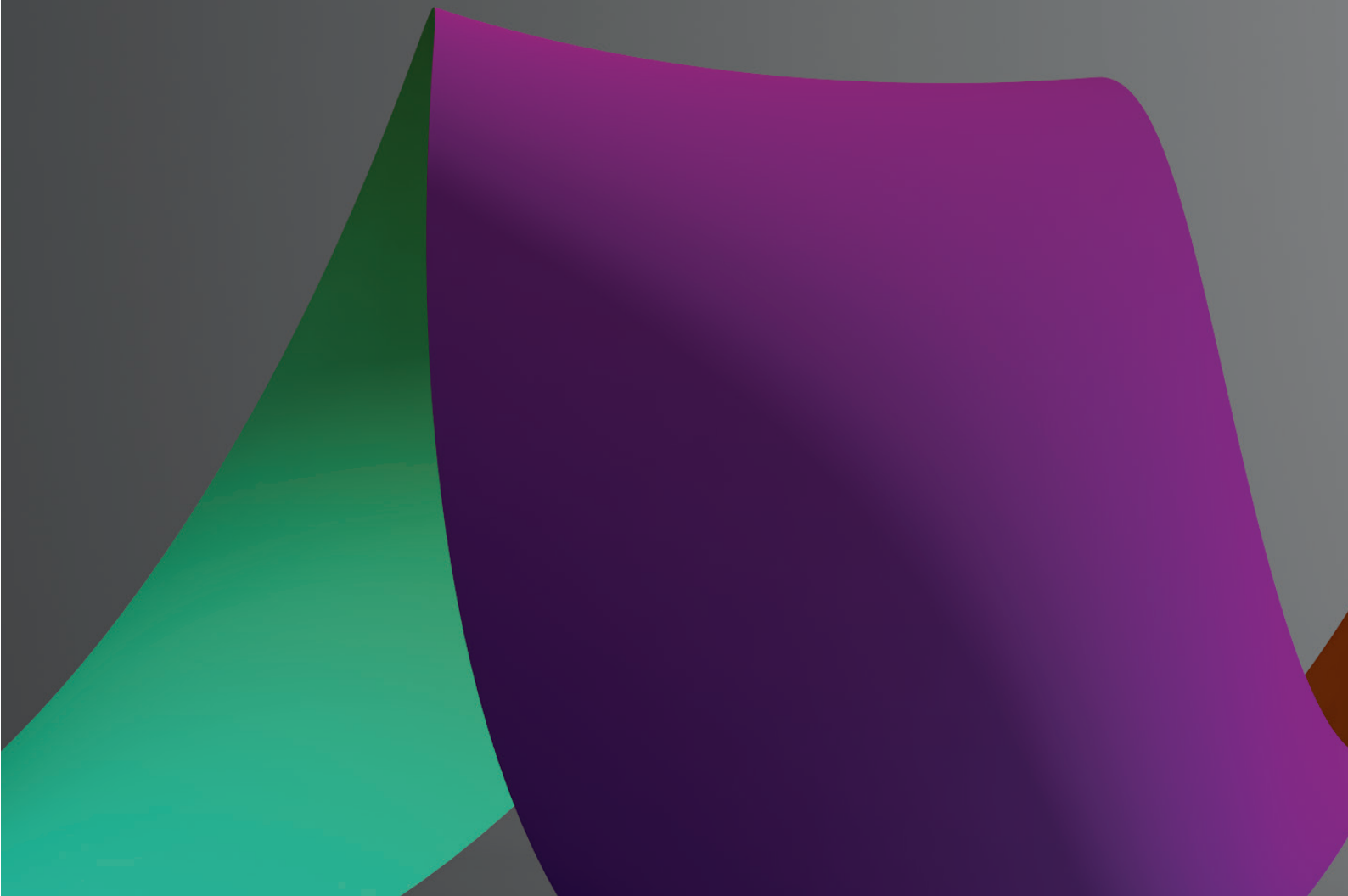
21.6

The Agreement is supplied in English and all communications from us to you for the duration of the Agreement shall be in English.

21.7

The Agreement is governed by and shall be construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the English courts.

7IM SIPP Glossary



7IM	Seven Investment Management LLP, who provides the Investment Services in relation to the 7IM SIPP.
7IM Fees and Charges	The 7IM schedule of fees and charges for the Investment Service as amended from time to time and, if applicable, any additional fee information we have provided to you or your Financial Adviser.
7IM SIPP	The 7IM SIPP established by a trust deed and rules dated 1 December 2017.
7IM SIPP Account	The cash and investment account that 7IM will establish for the purpose of your membership of the 7IM SIPP.
7IM SIPP Application Form	The application form you submit to apply for membership of the 7IM SIPP. This document forms part of the legally binding Agreement between you, the SIPP Operator and 7IM.
7IM SIPP Fees and Charges	The 7IM SIPP Fees and Charges published by the SIPP Operator from time to time and which contains the fees and charges that you agree to pay as a condition of being a member of the 7IM SIPP.
7IM SIPP Terms and Conditions	The contractual terms and conditions that form part of your Agreement and which set out the contractual basis on which the SIPP Operator operates your 7IM SIPP Account.
7IM Terms and Conditions	The contractual terms and conditions that form part of your Agreement and which set out the contractual basis on which 7IM provides the Investment Service in relation to your 7IM SIPP Account.
Agreement	The legally binding agreement that you, the SIPP Operator and 7IM will enter into and be bound by if your application to join the 7IM SIPP is accepted. It consists of (i) your 7IM SIPP Application Form, (ii) the 7IM SIPP Terms and Conditions and the 7IM SIPP Fees and Charges which apply to you and the SIPP Operator in relation to the operation of the 7IM SIPP, and (iii) the 7IM Terms and Conditions and the 7IM Fees and Charges which apply in relation to the Investment Service provided by 7IM for your 7IM SIPP Account.

Annual Allowance	<p>The maximum amount that can be contributed to all of your Registered Pension Schemes in a tax year, without you being subject to a tax charge.</p> <p>Increases in benefits under final salary pension schemes are also taken into account in the calculation – you should speak to your financial adviser if you think this may affect you.</p> <p>The Annual Allowance for the tax year 2018/19 is £40,000. However, if you have threshold income of more than £110,000 and adjusted income of more than £150,000, your Annual Allowance may be reduced on a tapered basis – again, speak to your financial adviser if you think this affects you. See also Tapered Annual Allowance below.</p> <p>It may be possible to pay more than the Annual Allowance in a particular tax year without incurring a tax charge if certain conditions are met – see ‘Carry Forward’ below.</p> <p>If you have accessed your pension savings, you may be subject to a lower Annual Allowance as a result – see Money Purchase Annual Allowance.</p>
Basic Amount	<p>The maximum amount of pension contribution you are allowed to receive tax relief on, if you don't have any Relevant UK Earnings. For the tax year 2018/19 this is £3,600 gross. This figure may be amended in future by Treasury Order.</p>
Capped Drawdown	<p>A form of Pension Income. Capped Drawdown limits how much you can take out each year and the amounts are set by the Government Actuaries Department (GAD). Your income will be checked against the GAD rates at least every 3 years, up to age 75, and annually thereafter.</p> <p>Capped Drawdown is no longer available for new drawdown entrants, although anyone who was already in Capped Drawdown before 6 April 2015 can continue so long as all the applicable legal conditions continue to be met.</p>
Carry Forward	<p>This allows you to increase your pension contributions above the current Annual Allowance by utilising any unused Annual Allowance from the previous three tax years. You can only carry forward unused Annual Allowance from a tax year in which you were a member of a Registered Pension Scheme and provided applicable legal and HMRC requirements are met. It can be impacted where the Tapered Annual Allowance applies.</p>
Crystallisation	<p>The point at which accrued pension savings are converted to a lump sum or Pension Income and at which time a test against the Lifetime Allowance is carried out. You can normally start taking benefits at any time after age 55 irrespective of whether or not you remain in employment.</p>

Defined Benefits Arrangement	This is an employer sponsored pension scheme that is designed to produce a specific level of income at retirement, using a formula that takes into account your salary and length of service with your employer.
Dependant	Your spouse or civil partner, any child of yours under age 23, anyone who is dependant on you due to physical or mental impairment and anyone (except a child over 23) who is financially dependant on you or with whom you are financially mutually dependant, in all cases as defined under the Finance Act.
Enhanced Protection	A form of Tax Protection that protects your pension savings against the Lifetime Allowance (LTA), only available if you were a member of a Registered Pension Scheme on 6 April 2006 and had registered for Enhanced Protection before 6 April 2009. If you have this type of protection, your total pension benefits will not be subject to the Lifetime Allowance. It can also specify protection for the Pension Commencement Lump Sum. Where lump sum protection is not specified, a member's lump sum entitlement will be restricted to 25% of the standard LTA. If you have Enhanced Protection, it can be invalidated in a number of circumstances e.g. if you accrue any further pension benefits after 6th April 2006.
Expression of Wish	A non-legally binding notification by you detailing how you wish your death benefits to be paid.
FCA	The United Kingdom Financial Conduct Authority and any successor body performing its functions.
FCA Rules	The FCA Handbook of Rules and Guidance as amended, supplemented or replaced from time to time.
Finance Act	The Finance Act 2004.
Financial Adviser	Any financial adviser firm appointed by you to act on your behalf, such financial adviser firm being regulated by the FCA or an appointed representative or being regulated by an equivalent overseas regulator.
Fixed Protection 2012	If you have this form of Tax Protection, the normal limit on your pension fund size will be replaced by £1,800,000, if greater. No further contributions or benefit accrual are allowed or the protection will be lost.

Fixed Protection 2014	<p>If you have this form of Tax Protection, the normal limit on your pension fund size will be replaced by £1,500,000, if greater. No further contributions or benefit accrual are allowed or the protection will be lost.</p>
Fixed Protection 2016	<p>If you have this form of Tax Protection, the normal limit on your pension fund size will be replaced by £1,250,000, if greater. No further contributions or benefit accrual are allowed or the protection will be lost.</p>
Flexi-access Drawdown (FAD)	<p>This is a form of Pension Income which was introduced with effect from 6 April 2015. You are allowed to withdraw Pension Income from your 7IM SIPP Account with no upper annual limit, subject to applicable tax.</p> <p>Drawing Pension Income using Flexi-access Drawdown will currently make you subject to the Money Purchase Annual Allowance.</p>
Flexible Drawdown	<p>Flexible drawdown was available until 5 April 2015, and enabled an income to be taken from a pension fund, provided the member met the minimum income requirement. All flexible drawdown benefits were automatically converted to Flexi-access Drawdown from 6 April 2015.</p>
HMRC	<p>H M Revenue & Customs.</p>
Individual Protection 2014	<p>This is a form of LTA Tax Protection outlined by HMRC and was introduced on 6 April 2014. It is designed to protect individuals that have built up pension pots over £1.25 million as at 6 April 2014 for up to £1.5 million or the value of the fund at 6 April 2014, if lower.</p> <p>It is possible to hold Individual Protection 2014 with Fixed Protection 2012 or 2014 – but not Primary Protection. Contributions may be made without losing this protection.</p>
Individual Protection 2016	<p>This is a form of LTA Tax Protection and applies from 6 April 2016 and is designed to protect individuals who had built up pension pots over £1 million on 5 April 2016. Contributions can continue after 6 April 2016 for protection up to £1.25 million or the fund value at 6 April 2016, if lower. However you will not be able to apply for this if you have Primary Protection or Individual Protection 2014.</p>
In Specie	<p>A phrase often used in relation to transfers of assets between Registered Pension Schemes. It means “in its actual form” so, rather than converting the assets into cash before transferring, the assets themselves are transferred without being liquidated. Examples of assets that might be transferred In Specie are OEICs, unit trusts, stocks and shares.</p>

Investment Service	Means the 7IM investment service applicable to your 7IM SIPP Account.
Lifetime Allowance (LTA)	<p>This is a limit imposed by HMRC on the total value of an individual's Registered Pension Schemes. Exceeding this limit will normally result in tax charges.</p> <p>The LTA is set at £1,030,000 for the tax year 2018/19 and will rise each year in line with increases in the Consumer Prices Index.</p>
Lifetime Annuity	An annuity contract which provides an income for life within the meaning of the Finance Act, in return for you paying over some or all of your 7IM SIPP Account to an insurance company. When buying a Lifetime Annuity, you have the option to include annual increases and/or a continuing Pension Income for your spouse/civil partner when you die, although including these will reduce the initial level of Pension Income payable. Specialist annuities may also be available from some providers if you meet the relevant criteria e.g. annuities that provide a higher Pension Income if you are in poor health.
Loss	Any direct or indirect, consequential or special loss including any fees, costs, charges, claims, awards, fines, determinations, expenses, taxes, tax charges, tax surcharges, Unauthorised Payments, penalties, interest, levies, liabilities or demands of any kind whatsoever.
Money Purchase Annual Allowance (MPAA)	<p>This was introduced from 6 April 2015 and is a reduced limit on the total contributions that can be made to your pension if you have previously accessed benefits flexibly. It was originally set at £10,000 per annum, but reduced to £4,000 per annum from 6 April 2017. It applies when:</p> <ul style="list-style-type: none">• income is taken from Flexi-access Drawdown, or• an Uncrystallised Funds Pension Lump Sum (UFPLS) is received. <p>It does not apply where only a PCLS is taken from Flexi-access Drawdown.</p>
Nominee	Means someone nominated by you (or if you do not nominate someone, someone nominated by the Scheme Administrator), other than a Dependant, to receive benefits on your death from your 7IM SIPP Account within the meaning of the Finance Act.
Normal Minimum Pension Age	Means the earliest date that the Finance Act allows benefits to be taken under the 7IM SIPP (other than in circumstances of qualifying ill health under the Finance Act) which, since 6 April 2010, is age 55.

Pension Commencement Lump Sum (PCLS)	<p>PCLS is the tax free lump sum that can be paid to a member when their benefits are Crystallised. Where Tax Protection does not apply, typically this will be 25% of your 7IM SIPP Account. In some cases, LTA Tax Protection may allow more or less than 25% of your 7IM SIPP Account to be paid as a PCLS. Also known as "tax-free cash".</p>
Pension Income	<p>The income received from your pension savings either by taking regular amounts from your 7IM SIPP Account through Capped or Flexi-access Drawdown, or by buying a Lifetime Annuity.</p>
Primary Protection	<p>A form of Tax Protection applied to pension benefits at April 2006 which were equal to or over £1,500,000. This replaces the standard LTA with a higher personal LTA which increases each year in line with the standard LTA.</p> <p>There is currently no option to revoke Primary Protection and therefore if this applies, you cannot apply for Fixed Protection, or any of the forms of Individual Protection. However it is currently possible for you to hold both Enhanced and Primary Protection.</p>
QROPS	<p>Stands for "qualifying registered overseas pension scheme" within the meaning of the Finance Act and is a type of overseas pension scheme that you may be able to make a Transfer to.</p>
Registered Pension Scheme	<p>A pension scheme is a Registered Pension Scheme at any time when, either through having applied for registration and been registered by HMRC, or through acquiring registered status by virtue of being an approved pension scheme on 5 April 2006, it is registered under Chapter 2 of Part 4 of the Finance Act.</p>

Relevant UK Earnings

Currently means any of the following:

1. Employment income such as salary, wages, bonus, overtime and commission providing this income is taxable in the UK.
2. Income derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership).
3. Income arising from patent rights and treated as earned income.
4. Income which is derived from the carrying on of a UK furnished holiday lettings business.

The legal definitions of 1 to 4 above can currently be found in:

1. Section 7(2) Income Tax (Earnings & Pensions) Act 2003. Formerly Schedule E earnings.
2. Part 2 Income Tax (Trading & Other Income) Act 2005. Formerly Schedule D earnings.
3. Section 579 of Income Tax (Trading & Other Income) Act 2005.
4. Part 3 Income Tax (Trading & Other Income) Act 2005.

Where any of the above are not taxable in the UK it will not count as Relevant UK Earnings.

Relevant UK Individual

An individual is a Relevant UK Individual for a tax year if:

the individual has Relevant UK Earnings chargeable to income tax for that year

- the individual is resident in the UK at some time during that year
- the individual was resident in the UK both at some time during the five years immediately before that year and when the individual became a member of the pension scheme, or
- the individual, or the individual's spouse, has for the tax year general earnings from overseas Crown employment subject to UK tax.

Scheme Administrator

The Scheme Administrator of the 7IM SIPP is 7IM Investment and Retirement Solutions Limited. The Scheme Administrator is the person responsible to HMRC for compliance with applicable tax requirements for Registered Pension Schemes.

SIPP

A self-invested personal pension.

SIPP Operator

The operator of the 7IM SIPP is 7IM Investment and Retirement Solutions Limited. As operator, it is regulated by the FCA and responsible to the members of the 7IM SIPP for managing and administering the assets and income of, and the benefits payable under, the 7IM SIPP in accordance with applicable laws and the Trust Deed.

Successor	Has the meaning set out in the Finance Act and means an individual who becomes entitled to benefits from the 7IM SIPP on the death of a Dependant, Nominee or Successor.
Tapered Annual Allowance	This reduces the Annual Allowance, on a sliding scale, for those with 'adjusted income' over £150,000 and with 'threshold income' of more than £110,000. Currently for every £2 of 'adjusted income' over £150,000 the Annual Allowance will be reduced by £1 down to a minimum level of £10,000. The maximum reduction in the Annual Allowance is currently £30,000 therefore anyone with an income of £210,000 or more will have an annual allowance of £10,000. The figures above relate to the 2018/19 tax year.
Tax Protections	Means any form of protection that you have registered with HMRC to protect some or all of the value of your pension benefits against tax charges brought about by changes in legislation, specifically in relation to the LTA. There are several forms of Tax Protection currently available, including Enhanced Protection, Primary Protection, Fixed Protection and Individual Protection.
Tax Relief Limit	Means the highest amount of 100% of your Relevant UK Earnings (within the meaning of section 189 of Finance Act) or the basic amount of £3,600.
Transfer	The cash equivalent value of pension benefits from a previous pension scheme transferred to the 7IM SIPP either in cash or In Specie assets, or the value or amount available to transfer to another Registered Pension Scheme or QROPS from your 7IM SIPP Account.
Trust Deed	Means the governing trust deed and rules of the 7IM SIPP, as amended from time to time. This is the formal legal document that sets out how the 7IM SIPP and your 7IM SIPP Account must operate.
Trustee	Means 7IM Trustees Limited, the trustee of the 7IM SIPP.
Unauthorised Payment	Means an unauthorised payment as defined in Section 160(5) of the Finance Act which attracts tax charges.
Uncrystallised Funds Pension Lump Sum (UFPLS)	<p>This allows you to draw your PCLS and the remaining Crystallised fund at the same time. You can select an amount to be paid as a lump sum of which 25% will currently be tax-free and the remainder taxable at your marginal rate of income tax.</p> <p>Subject to applicable law and HMRC requirements you can use this feature as often as you like until your 7IM SIPP Account is exhausted. Using this feature will make you subject to the Money Purchase Annual Allowance.</p>

7IM Investment and Retirement Solutions Limited is authorised and regulated by the Financial Conduct Authority. Registered address 55 Bishopsgate, London EC2N 3AS. Registered in England and Wales number 10902511.

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