

# THE talbotandmuir SIPP

## Declarations form

This Declarations form accompanies an application form to be completed by your adviser:

- You authorise your adviser to complete the application form on your behalf.
- Talbot and Muir will send you a copy of the application form completed by your adviser.
- You agree to check that the information on the form is complete and accurate, and to advise us of any discrepancies within 30 days.

This Declarations form, together with:

- the Application form
- the Terms and Conditions
- the Key Features Document
- the Schedule of Fees and services
- the Permitted Investments List, and
- the Privacy Notice

forms the agreement upon which we intend to rely. If you do not understand any point then please ask your adviser for further information.

References in this Declarations form to Talbot and Muir or to “we”, “us” or “our” mean Talbot and Muir Limited acting in its capacity as Scheme Administrator of the Talbot and Muir SIPP

# 1 Personal details

Application ref (if known)	<input type="text"/>
Full name	<input type="text"/>
Date of birth	<input type="text"/>

# 2 Adviser remuneration

If you wish to remunerate your adviser named below by way of payments deducted from your SIPP bank account, please complete the questions below. If left blank, we will be unable to make payments to your adviser.

## Initial adviser charge

If an initial adviser charge is to be paid please choose ONE of the following:

Fixed amount of: £

Fund based amount of:  %

If fund based, is this based on (tick all that are appropriate)

- The value of contributions and/or;
- The value of transfers

Is the initial charge subject to VAT?

- Yes
- No

## Ongoing adviser charge

If an ongoing adviser charge is to be paid please choose ONE of the following:

Fixed amount per annum of: £

Fund based amount per annum of:  %

Frequency:

- Monthly in arrears
- Annually in arrears
- Other, please specify?

Commencement date of ongoing adviser charge?

Is the ongoing charge subject to VAT?

- Yes
- No

Additional instructions?

1. Initial fund based adviser charges will be calculated before the deduction of any administration or other fees payable to Talbot and Muir.
2. On-going fund based adviser charges will be calculated based on the initial value of the Member's fund in year one and value at the annual valuation date thereafter, before the deduction of any administration or other fees payable to Talbot and Muir.
3. Adviser charges will be paid as soon as possible after the receipt of transfer funds and/or contributions in the case of initial charges, or as soon as possible after the annual valuation date in the case of on-going charges. Talbot and Muir do not undertake to make payment of any adviser charge within a specified time limit.
4. The payment of adviser charges will at all times be dependent on the availability of funds in the Member's designated SIPP bank account. It is the responsibility of the adviser to ensure that funds are available for this purpose. Talbot and Muir will not be held liable for the delayed payment of adviser charges for the reason of a lack of funds for this purpose, or for any other reason.
5. Payment of adviser charges will be by BACS or standing order, as determined by Talbot and Muir, unless the Member specifies otherwise and with the Agreement of Talbot and Muir.
6. Adviser remuneration will only be paid to the bank account detailed in the Introducer Agreement.
7. This Agreement can be terminated or amended at any time in writing by the Member.

8. It is the responsibility of the adviser to determine whether their charge or any part of it is subject to VAT and Talbot and Muir can accept no responsibility for this.
9. It is the responsibility of the adviser to ensure that any charges payable under this agreement relate only to the Member's SIPP with Talbot and Muir. Payment for advice or any other service in connection with any other aspect of the Member's financial or other affairs will be an Unauthorised Member Payment and subject to tax charges payable by the Member personally and by Talbot and Muir as Scheme Administrator.
10. The adviser and Member are both required to undertake that any charges paid under this Agreement will not be rebated in whole or in part to the Member or any connected person or company. If this is not adhered to then the adviser charge will either in whole or in part be an Unauthorised Member Payment and subject to tax charges payable by the Member personally and by Talbot and Muir as Scheme Administrator.
11. The Member is required to agree to Talbot and Muir paying any tax charges payable by it as Scheme Administrator as a result of all or part of any adviser charge paid under this Agreement being deemed an Unauthorised Member Payment by HM Revenue and Customs or otherwise by deducting the amount or amounts payable from the Member's fund.
12. If the adviser receives any other remuneration from the underlying investments of the Member's SIPP it is the adviser's responsibility to disclose this to the Member.

### 3 Member declaration

We are required by HMRC to state that it is a serious offence to make false statements or false claims – the penalties are severe and could lead to prosecution.

The Talbot and Muir SIPP is a plan established under the Talbot and Muir 2016 SIPP Scheme (the Scheme) which is governed by a Trust Deed and Rules a copy of which is available on request. Your plan is subject to the Terms and Conditions of The Talbot and Muir SIPP (the Terms) as amended from time to time, and to the Rules of the Scheme. You should therefore read the Terms and the Rules before proceeding with your application.

#### General Declarations

- (a) I agree to be bound by the Trust Deed and Rules of the Scheme and by the terms and conditions provided to me by Talbot and Muir, including the Key Features Document, the Terms, the Schedule of Permitted Investments and Schedule of Fees, in each case as may be amended from time to time. I have had an opportunity to consider these documents and ask questions about their meaning and effect and I have read the Key Features document in relation to the Scheme.
- (b) I agree to Talbot and Muir deducting the amount of any scheme sanction charge or other tax charge or fine or penalty levied by HMRC on the scheme trustee or Talbot and Muir from the funds held for me under the Scheme. I agree to pay Talbot and Muir the amount by which any such tax charge or fine or penalty exceeds the value of my Member Fund under the Scheme.
- (c) I authorise Talbot and Muir to verify my identity by checking the details I have provided against those held on databases with a credit reference agency and/or information from the Electoral register and/or fraud prevention agencies.
- (d) I understand that:
  - Scoring methods will be used in the verification process as this gives a more thorough check of the available data.
  - A record of this process will be kept that may be used to help other companies to verify my identity.
  - My information may be passed to organisations involved in fraud prevention.
  - If I supply false or inaccurate information and you suspect fraud, you may record this and share this information with other organisations.
- (e) I understand that it is the responsibility of my Adviser to disclose to me all commission and Adviser Remuneration earned in respect of my SIPP.
- (f) I accept Talbot and Muir will correspond with the adviser who submits my application and I authorise Talbot and Muir to accept investment and all other instructions in relation to my plan from my Adviser, in each case until I give written notice to change that adviser.
- (g) I declare that to the best of my knowledge and belief, the statements made in all sections of this form (whether in my handwriting or not) are correct and complete.
- (h) I declare that I will provide such information as is required by Talbot and Muir from time to time. Such information will be provided within the time frames and in the form specified by Talbot and Muir. Furthermore, I declare that I will keep Talbot and Muir informed of any enhanced lifetime allowance or enhanced protection entitlement or fixed protection entitlement I intend to rely on prior to the occurrence of any benefit crystallisation event.
- (i) I understand that this Declarations Form, once complete, will be submitted to Talbot and Muir together with the application form completed by my adviser and other supporting documents which will together constitute my application to Talbot and Muir.
- (j) I understand that the contract between me and Talbot and Muir will be effective once Talbot and Muir has established my plan and has issued a Confirmation Schedule to me.
- (k) I have supplied the information necessary to submit my application for a Talbot and Muir SIPP through my adviser. I understand that:
  - Talbot and Muir will send a Confirmation Schedule containing this information to me in order for me to check its accuracy;
  - I have a period of 30 days from the date I receive the Confirmation Schedule to advise Talbot and Muir of any errors or omissions. Once the 30 day period has passed, the Confirmation Schedule will be deemed accurate;
  - I will notify Talbot and Muir if I do not receive the Confirmation Schedule once my plan has been established. This will be sent with the cancellation notice;
  - I confirm that I will contact Talbot and Muir to amend my application if needed; and
  - I can at any time request confirmation of the details held by Talbot and Muir in relation to my plan.

### Declaration Where Contributions Are To Be Paid

If contributions are to be paid, I declare that:

- (a) I\* am under age 75 and am a relevant UK individual (see Note 1):
- (b) the total of the member contributions paid to this Scheme and to other registered pension schemes, in respect of which I\* am entitled to tax relief under section 188 of Finance Act 2004, will not exceed, in any tax year, the higher of:
  - the basic amount of £3,600, or
  - my\* relevant UK earnings (see Note 2 below) in that tax year;
- (c) the declaration (b) is correct, to the best of my knowledge and belief;
- (d) I will give notice to Talbot and Muir if an event occurs, as a result of which I\* will no longer be entitled to tax relief on member contributions under section 188 of the Finance Act 2004. I will give this notice by the later of:
  - 5th April in the year of assessment in which the event occurs; and
  - The date which is 30 days after the occurrence of the event.

(\*refers to the applicant if this declaration is being made by a parent or legal guardian)

#### Note 1: An individual is a relevant UK individual for a tax year if they:

- have relevant UK earnings (see Note 2) chargeable to income tax for that tax year; or
- are resident in the United Kingdom at some time during that tax year; or
- were resident in the UK at some time during the five tax years immediately before the tax year in question and they were also resident in the UK when they joined the Scheme; or
- have for that tax year general earnings from overseas Crown employment subject to UK tax as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA); or
- are the spouse or civil partner of an individual who has for that tax year general earnings from overseas Crown employment subject to UK tax as defined by section 28 of ITEPA.

For relevant UK individuals, who do not have relevant UK earnings, the maximum member contribution is the basic amount of £3,600.

#### Note 2: Relevant UK earnings are:

- employment income such as salary, wages, bonus, overtime, commission chargeable to tax under Section 7(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA),
- 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) chargeable to tax under Part 2 Income Tax (Trading and Other Income) Act 2005,
- income arising from patent rights and treated as earned income under section 833 (5B) Income and Corporation Taxes Act 1988 (ICTA);
- general earnings from an overseas Crown employment which are subject to tax in accordance with section 28 of ITEPA 2003.
- Where relevant UK earnings are not taxable in the United Kingdom due to a double taxation agreement (section 788 of ICTA 1988), those earnings are not regarded as chargeable to income tax and so will not count towards the annual limit for tax relief.

#### Parent or Legal Guardian Declaration

If the application to join the Scheme is being made on behalf of an applicant who is under the age of 18, I declare that:-

- (a) I am making this declaration on behalf of the applicant named in section 1 of the application form; and
- (b) I will be responsible for the applicant's pension arrangements under the Scheme until the applicant reaches 18.
- (c) I understand that contributions paid into the Scheme may only be returned to the applicant in the form of benefits payable under the rules of the Scheme (after age 55, except in the case of earlier serious ill health).
- (d) I agree to advise Talbot and Muir of the applicant's National Insurance number when they reach age 16.

#### General declarations relating to Drawdown

- (a) I understand that where I instruct Talbot and Muir to pay any monies (pension commencement lump sum and/or income payments) and then subsequently change my mind and cancel the plan (where a cancellation right exists), I will pay back in full any such payments received from the Scheme. In addition I will also pay the corporate trustee's and/or Talbot and Muir's reasonable administration and/or legal costs in recovering this money.
- (b) I understand that I will be able to review the amount of income withdrawals, within the limits set down by the Rules of the Scheme, but if I do so an extra charge may be levied from my Member Fund by cancellation of units or encashment of other investments to meet the additional administration costs.

#### Declarations to the Administrator of the transferring scheme(s)

I authorise and instruct you to transfer funds from the plan(s) as listed in my application form directly to Talbot and Muir. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form, my application form or with respect to benefits from the plan.

I authorise you to release all necessary information to Talbot and Muir to enable the transfer of funds to Talbot and Muir.

I authorise you to obtain from and release to the financial adviser named in my application form any additional information that may be required to enable the transfer of funds.

If an employer is paying contributions to any of the plans as listed in my application form, I authorise you to release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).

Until my application is accepted and complete, Talbot and Muir's responsibility is limited to the return of the total payment(s) to the Administrator(s) of the transferring scheme(s).

Where the payment(s) made to Talbot and Muir represent(s) all of the funds under the plan(s) listed in my application form, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) listed.

Where the payment(s) made to Talbot and Muir represent(s) part of the funds under the plan(s) listed in my application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s)

**Declarations to Talbot and Muir and the Administrator of the transferring scheme(s)**

I promise to accept responsibility in respect of any claims, losses and expenses that Talbot and Muir and the Administrator(s) of the transferring scheme(s) may incur as a result of any incorrect information provided by me in my application or of any failure on my part to comply with any aspect of my application.

**Declarations to Talbot and Muir**

If I am transferring a capped drawdown arrangement(s) to a flexi-access drawdown arrangement(s), I will be subject to the Money Purchase Annual Allowance (MPAA) from the date of my first flexi-access payment, or

If I have taken benefits from any pension arrangement, with the current or any other pension provider, 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 in my application form.

**If you are proposing to join the Scheme in your own capacity as a member, please complete only Box A below. However, if you are signing the form in your capacity as a parent or legal guardian on behalf of an applicant who is under the age of 18, please also complete Box B below.**

<b>Box A</b>			
Signed:		Date:	

<b>Box B</b>
Parent or legal guardian making proposal on behalf of the minor named in section 1 of this application
Surname: Permanent residential address:
Forename/s (in full): Postcode:
If you have lived at the above address for less than 3 years please provide your previous permanent residential address Postcode:
Dates: From: To:

## General Data Protection Regulation

In the course of applying for your SIPP, you and your adviser will provide us with personal data about you, which we will use to establish a scheme for you, provide services to you in respect of that scheme and for other related purposes (as described in more detail in our Privacy Notice, accessible at <https://www.talbotmuir.co.uk/privacy-notice/>)

Other than as described in the Privacy Notice, we will not disclose your personal information to a third party without your consent. We will not use your personal data for marketing purposes or direct mail or sell your data to a third party. We will keep your details safe and secure. Please refer to our Privacy Notice for more information about how we use your personal data and your rights in respect of your personal data.

### DECLARATION

***(please tick each box and sign below, all three must be ticked in order for us to proceed)***

I hereby confirm that I have read and understood the Privacy Notice and that I understand that Talbot and Muir and the corporate trustee will obtain, record, process and hold my information and other such personal data as may be required to administer my Talbot and Muir SIPP in accordance with General Data Protection Regulation (GDPR)

I also understand that Talbot and Muir may disclose to a third party such information about me as may be required by that third party to enable them to trace my whereabouts in the future should they be unable to do so and require their assistance.

Where I have disclosed personal data relating to other individuals, I also confirm that, as agent, on behalf of those individuals, I have the right to give that personal data to you on their behalf; and that I have informed them that I have given their information to you and have provided them with a link to your Privacy Notice (or a copy of it).

Signed :

Date :

# For completion by your Financial Adviser

We will only open a SIPP for clients who have been advised to do so by an FCA regulated adviser.

Name of adviser:

Name of adviser firm:

Address:

FCA Reference Number:

## Adviser declaration and identity verification

I confirm that the information in section 1 and provided in the application online was obtained by me in relation to the customer and the evidence I have obtained to verify the identity of the customer: (tick only one)

- Meets the standard evidence set out within the guidance for the UK Financial Sector issued by JMLSG
- Exceeds the standard evidence (written details of the further verification evidence taken are attached with this confirmation)

I confirm that I will provide immediately upon request, copies of this documentary evidence, which will be retained for a period of 5 years.

**The person who signs this declaration must be the person who has seen the original documentary evidence.**

Please confirm details of advice given:  
(If you are unable to confirm **both** of the below we will be unable to establish the SIPP).

- I advised the client specifically to establish this Talbot and Muir SIPP
- and**
- I advised the client as to the suitability of any transfers into this SIPP

I hereby confirm that I have the appropriate authorisation to sign this declaration for the adviser firm detailed above

Signed

Date

Name

Position

## talbotandmuir

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Talbot and Muir Limited provides administration to Small Self Administered Pension Schemes and is authorised by and regulated by the Financial Conduct Authority to provide administration to Self Invested Personal Pensions.

Talbot and Muir is the trading name for Talbot and Muir Limited (company number 02869547), registered in England, registered address 55 Maid Marian Way, Nottingham, NG1 6GE . A list of directors is available upon request.

TM SIPP-Declaration 04 – July 2019