

### EMPLOYER SPONSORED MEMBER DIRECTED PENSION SCHEMES

(Small Self-Administered Schemes or 'SSAS')

### Fee Agreement Effective 6<sup>th</sup> April, 2023

for our

#### Professional Services to your SSAS (a 'Redswan SSAS')

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Redswan<sup>®</sup> Pensions is a trading name of Redswan<sup>®</sup> Limited, which is authorised and regulated by the Financial Conduct Authority Registered Office & Correspondence Address: Arc House, 60 Gloucester Road, Urmston, Manchester M41 9AE | Registered in England & Wales No 05101878



This document helps you understand the fees for establishing and administering a Redswan SSAS. It also provides you with a comprehensive guide to all transaction costs, and answers frequently asked questions about our charges.

Example 1: getting started	What would the costs be?
An adviser recommends a Redswan SSAS for a director of a limited company. He has previous pension funds with two other providers that will be transferred in as cash. The adviser sends Redswan the current providers' pension discharge papers with our transfer-in applications. Redswan draws up the documentation to establish the SSAS and its bank account and applies for the transfers. Within a short period of time the other providers transfer their funds to the new SSAS, where they are deposited in the bank account. Redswan tells the adviser when each fund has been transferred and when the last one has arrived, the adviser implements the investment strategy he has	SSAS establishment£675SSAS annual administration fee for one member (taken in advance)£810Sub-total VAT @ 20%£1,485 £297TOTAL (the future annual charge would be £810 + VAT after allowing for the one-off establishment charge)£1,782
agreed with his client. Example 2: buying a property	What would the extra costs be?
The client later decides to purchase a commercial property, which he believes will provide the best investment return.	SSAS disinvestment fees nil Handling the purchase £750
The adviser instructs Redswan to disinvest the existing investments and the SSAS funds are used to acquire the client's chosen property.	Annual property fee £340
In addition to the SSAS fees, the client also expects to pay for a valuation, as well as solicitor's fees and stamp duty (if applicable). Additional Redswan fees (and possibly bank borrowing costs) would also be incurred if the SSAS has to borrow to fund the purchase. These fees can all be settled from the SSAS. The annual property fee covers various aspects of administering the property.	
Example 3: ongoing charges	What would the costs be?
The type and amount of ongoing charges depend on where you choose to invest your SSAS. For example, different ongoing charges will apply if you invest in commercial property or investment funds (see below).	
NB: for investment funds, in addition, there will usually be annual management fees and initial charges for the funds in which you invest. Your financial adviser will provide you with details of these charges.	SSAS investment dealing charges (but see NB aside) nil
	Sub-total         £810           VAT @ 20%         £162
	TOTAL pa£972B. Investing solely in property
	SSAS annual administration fee £810

Annual property fee £340

	20.0
Sub-total	<b>£1,150</b>
VAT @ 20%	£230
TOTAL pa	£1,380



£205

He decides to take his maximum allowed tax-free cash lump sum along with maximum permitted income, paid monthly. This is known as Income Drawdown. Should the client decide to stop drawing income, the annual charge for monthly	To establish PAYE	£130
income would no longer apply.	To operate PAYE to receive monthly income (annual charge)	£200
	SSAS annual administration fee	£810
	Sub-total VAT @ 20%	<b>£1,340</b> £268
	<b>TOTAL</b> (the future annual charge would be £1,010 + VAT after allowing for the one-off establishment of PAYE and crystallising benefits charges)	£1,608
Example 5: taking a Pension Capital Withdrawal (UFPLS)	What would the costs ha?	
Example 5. taking a Pension Capital Withdrawal (OPPLS)	What would the costs be:	
After several years the client decides to start drawing benefits from his SSAS as a one-off payment. This is known as Pension Capital Withdrawal. If no further		£205
withdrawals are taken, there would be no charge for operating the annual PAYE.	To establish PAYE	£130
	To operate PAYE to receive a one off withdrawal	£75
	SSAS annual administration fee	£810
	<b>Sub-total</b> VAT @ 20%	<b>£1,220</b> £244
	<b>TOTAL</b> (the future annual charge would be £810 + VAT after allowing for the one-off establishment of PAYE and withdrawal charges)	£1,464

### After several years the client decides to start drawing benefits from his SSAS. To crystallise (initiate benefits)

Example 4: taking benefits via Income Drawdown

#### What would the costs be?



# Detailed Schedule of Fees

Please also see the Other Information and Frequently Asked Questions ('FAQs') About Fees pages that are part of this Fee Agreement

		Fee	When is the fee taken?
Estat	blishment Charges (FAQs 1 & 10)		
•	to establish a SSAS	£675	in advance
Take	over of an Existing SSAS		
•	to takeover an existing SSAS	£495	in advance
Annu	al Fees (FAQs 1 & 10)		
•	basic annual charge for:	6010	
	<ul> <li>one member</li> <li>for each additional member (capped at a</li> </ul>	£810	in advance
	maximum charge for four members in total)	£265	
Trans	sfers In (FAQs 3, 4 & 10)		
•	to transfer in your first two previous pension arrangements (in cash and initiated within 3 months of		
	your SSAS membership only)	nil	
•	additional or subsequent cash only transfers in (per		
	pension entitlement transferred)	£130	
•	in specie from an investment manager or fund supermarket where assets are held in a nominee account	£130	
•	in specie property	£750	
•	in specie borrowing	£410	all on completion of the transfer
•	in specie borrowing in specie trustee investment plan, including deed of	2410	
	assignment	£405	
•	where investments are held direct with the fund		
	provider/registrar plus per asset held	£130 £70	
•		£70 £405	
·	where deeds of assignment are needed	£403	
	sfers Out/Closure (FAQs 10 & 12)		
•	in cash from the default bank account (full or partial) per member	£405	
•	to an overseas pension scheme (must be treated as a		
	crystallisation event). If in specie, the fee also applies	time cost	all immediately prior to the transfer's
•	in specie transfers out	£405	payment
•	in addition, in specie transfers out are charged at the		
	same rate as in specie transfers in, as detailed above scheme winding-up	see above	immediately prior to its closure
•	signing documents/information requests post-cessation of	£295	immediately prior to its closure
·	our trusteeship (each)		event triggered
•	migrating to a Redswan SIPP	please call	
Cont	ributions (FAQs 2 & 10)		
•	single cash contributions after establishment and		on completion of the transfer
	variations to regular contributions	nii	on completion of the transfer

• in specie contributions are charged at the same rate as in specie transfers in, as detailed above

see aside on completion of the transfer



Fee When is the fee taken?

outright property purchase		
• by one Redswan SSAS with an immediate		
leaseback to a single tenant	£750	all on completion of the purchase
<ul> <li>for each additional Redswan SSAS or SIPP</li> </ul>		
purchaser	£205	
<ul> <li>for joint purchases with an outside party</li> </ul>	time cost	
for more than a single tenant (per tenant, per annum)	£140	on completion of the purchase
<ul> <li>annual property fee (per property, per annum)</li> <li>with a sole owner</li> </ul>	£340	all on completion of the purchase
<ul> <li>in addition, for each extra owner</li> </ul>	£140	all on completion of the purchase
additional/subsequent/surrender of/licence to assign a		
lease	£240	on completion
rent review	£200	on completion of the review
outright property sale		
with a sole vendor	£545	all on completion of sale
<ul> <li>for each additional vendor</li> </ul>	£105	all off completion of sale
<ul> <li>for joint sales with an outside party</li> </ul>	time cost	
tenant entering liquidation or receivership	£545	event triggered
rent arrears	time cost	event triggered
lender foreclosing on a mortgage	time cost	event triggered
property build projects (conversions (dovelopments	1% of	
property build projects/conversions/developments	project's value	event triggered
property dilapidations and option to purchase	£250	on completion
overseas property		
initial appraisal fee	£1,400	in advance
completion	time cost	on completion of the purchase
site visits		
• UK	time cost	
overseas	negotiable	in advance

#### Other Investments (FAQs 6, 10 & 11)

•	regulated collective investments, eg OEICs, unit & investment trusts	nil	
•	quoted/regulated stockbroker/fund supermarket portfolios		
	held in nominee accounts	nil	
•	trustee investment plans	nil	
•	regulated structured products	nil	
•	permitted National Savings	nil	
•	deposit cash accounts	nil	
•	fixed term deposits		
	• new, each	£150	on completion
	<ul> <li>rollover with the same provider</li> </ul>	£50	on rollover
•	directly held quoted equities or gilts		
	<ul> <li>up to 5 in total</li> </ul>		on completion
	<ul> <li>for each holding thereafter</li> </ul>	£130	
•	2 <sup>nd</sup> hand endowments	£405	on assignment completion
•	investment grade gold bullion		
	<ul> <li>initial vehicle appraisal fee</li> </ul>	£700	in advance
	completion	time cost	on completion
•	unsecured loans	not permitted	
•	secured loans		
	<ul> <li>initial appraisal fee</li> </ul>	£675	in advance
	completion	nil	
	annual fee	£200	in advance
	<ul> <li>rollovers/further advances</li> </ul>	£335	on completion
	default/foreclosure	time cost	event triggered

•



#### When is the fee taken? Fee

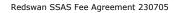
intellectual property initial appraisal fee time cost in advance • annual fee £240 in advance • • sale time cost on completion **Other Costs inc Banking/Borrowing** (FAQs 9, 10 & 11)

	, i a i i j		
•	borrowing <ul> <li>with one borrower</li> <li>for each additional borrower</li> <li>annual borrowing fee</li> </ul> provision of default bank account	£140	on loan drawdown on anniversary
•	ad hoc valuation VAT	£125	event triggered
	<ul> <li>(de)registration</li> <li>per return</li> <li>transfer of a going concern</li> </ul>	£70 £195	event triggered annually in advance event triggered
•	tax return client meetings	by prior	event triggered
	<ul><li>offsite</li><li>at our offices (one per annum)</li></ul>	agreement nil	post meeting
•	admitting a new member and trustee	£400	event triggered
•	removal of a trustee	£265	event triggered
•	appointment of a new sponsoring or associated company	£400	event triggered
•	wholesale upgrade of governing scheme documentation	£750	event triggered
•	HMRC investigations	time cost	event triggered
•	company sales/acquisitions	time cost	event triggered
•	member disputes/pensions sharing on divorce	time cost	event triggered
•	ceasing to act as professional trustee and/or scheme administrator, including dealing with any successor external levies (FAQ 1)		event triggered
	<ul> <li>the Information Commissioner (per annum)</li> <li>the Pensions Regulator (per annum, for schemes with more than one member)</li> </ul>	£40 £44	annually in advance

#### Benefits & Payments (FAQs 5, 10 & 11)

•	to take a tax-free lump sum	£205	post event
•	apportionment of assets between members	£250	event triggered
•	pension capital withdrawal (UFPLS)	£205	just before withdrawal
•	establishment of pension payment(s) & PAYE annually billed fee per member for the operation of PAYE to receive a:	£130	
	<ul> <li>monthly pension</li> <li>quarterly pension</li> <li>biannual pension</li> <li>annual pension</li> </ul>	£200 £160 £115 £75	all post establishment
•	capped drawdown pension review (each)	£170	post review
•	lifetime/temporary annuity purchase (each)	£240	just before purchase
•	non-standard benefit calculations	time cost	post event
•	death	time cost	on payment of benefits

No fees will be refunded in part or full (FAQ 1) This includes (but is not limited to) annual, borrowing, property & benefit fees





BEFORE you sign this Fee Agreement please ensure that you have: a) read all of its pages b) understood its terms & conditions and c) asked any questions if anything was unclear

As trustee(s) of the

(insert the name of your scheme)

we hereby agree to the charges, terms and conditions specified throughout this Fee Agreement.

> Scheme Company

Please invoice the

Note - fees are subject to VAT. Unless your scheme is VAT registered, it will be unable to reclaim the VAT. We understand that VAT registered companies are able to reclaim the VAT as an input but the position should always be checked with your tax adviser/HMRC, depending on your individual circumstances.

Name (in CAPS)	Signature
Name (in CAPS)	Signature
Name (in CAPS)	Signature
Name (in CAPS)	Signature

As the sponsoring employer of the above scheme, the charges, terms and conditions specified throughout this Fee Agreement are hereby agreed

Director

**Director/Company Secretary** 

Date

RE



0 0 (please tick one box only)

# **Other Information**

Please note: references below to "we", "us" and "our" are to:

- Redswan Ltd and
- Redswan Pensioneers Ltd (the SSAS's co-trustee and, where specifically appointed, formal HMRC Administrator).

# VAT

All fees are subject to VAT at the standard rate.

# Standard Credit Terms

14 days from invoice date. We reserve our statutory right to compensation and interest (at Bank of England base rate plus 8% pa) after this time under the Late Payment of Commercial Debts (Interest) Act 1998. By signing this Fee Agreement you agree to these terms irrespective of any limitations under the Act.

# Financial Services & Markets Act

In signing this Fee Agreement, the parties acknowledge that neither Redswan Ltd nor its associated professional trustee company, Redswan Pensioneers Ltd (in its capacity as Administrator (where appointed)), have provided you with regulated financial advice personal to your/your company's/family's circumstances. The suitability of the SSAS for you and/or your company, including the transfer in of any benefits, and investment advice, is the province of a qualified financial adviser.

It is always advisable to seek such professional advice and we encourage it for your own protection. If you decide to proceed in any event, we cannot accept liability for the consequences of such action and there can be no right of redress under the channels that would otherwise have been available to you had you used a financial adviser's services.

## Data Protection Act

Some services are provided to us by third parties, such as obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the above Act, to any such third parties. You also agree that this information may be transferred electronically, e.g. by email and you agree that we, or any such third party, may contact you in the future by any means of communication that we consider appropriate at the time.

# UK Money Laundering Regulations

We are obliged to conform to the above Regulations and adhere to the guidance notes from the Joint Money Laundering Steering Group that require financial institutions to verify identity and place of residence. This process may require sight of certain documentation. If you provide false or inaccurate information or if we suspect fraud or money laundering, we will record this.

We will not be able to establish your SSAS or forward any applications or monies to any third parties/product providers until our verification requirements have been met. We take no responsibility for any delay in investing monies where money laundering verification is outstanding. In circumstances where money laundering verification is not provided to us in a timely fashion after we have received applications for investments, we reserve the right to return any forms and monies to you, uninvested.

By signing this document you agree to your personal information being used by us and any banking institution necessary for the SSAS's operation (including those you instruct us to open accounts with) to make a search with a credit reference agency who will supply information, including information from the Electoral Register, for the purposes of verifying your identity and address.

# Limitation of Liability

Irrespective of any subsequent documentation that may be entered in to, it is acknowledged that the liability of Redswan Pensioneers Limited (acting in its capacity as your SSAS's professional trustee and, where specifically appointed, your SSAS's formal HMRC Administrator) is limited to the assets for the time being of your SSAS and, further, it shall have no liability once it ceases to act as your SSAS's trustee/Administrator.

# **FAQs About Fees**

#### **Pension Administration**

#### 1. What are the annual and establishment fees for?

The establishment fee covers:

- establishing your SSAS, including member announcements, governing documents and registration with HMRC
- establish your SSAS's default bank account
- checking your application is properly completed
- verifying anti-money laundering ID
- creation of system records
- processing any initial contributions

- initiating the transfer in of up to 2 previous pension arrangements within 3 months of establishment
- initial registration with the Pensions Regulator & Information Commissioner. The actual levies (as above) are current at the time of publication and are usually paid from the SSAS by direct debit. If either goes into arrears or a registration is allowed to lapse, a fee is payable of £70 plus VAT for each reminder after the first, together with a £150 plus VAT re-registration fee.

Establishment fees are incurred on the signing of this agreement. If the SSAS does not proceed, there can be no refunds or reductions as the preparation work will already have been undertaken.

The annual fee includes:

- preparing an annual reconciled report
- acting as HMRC designated Administrator (where appointed) and acting as signatory and trustee through our associated professional trustee company
- monitoring the SSAS's bank statements
- acting as co-owner of scheme assets
- general queries/administration/maintenance of records (not financial advice)
- review and maintenance of the Pensions Regulator & Information Commisioner's entries (but not the actual levies).
- fulfilling all regulatory requirements, including the completion of the annual HMRC registered pension scheme return and the Pensions Regulator's returns when selected.

The first year's annual fee is incurred on the establishment of your SSAS. Subsequent years are billed on its anniversary.

No fees will be refunded in part or full when a transaction is aborted for whatever reason (such as a property purchase falls through, by way of just one example) or a transfer out is initiated. This includes but is not limited to annual, borrowing, property and benefit fees.

#### 2. How do the fees for contributions work?

There are no fees for any cash contributions, whether they be single or regular contributions by standing order. In specie contributions, however, incur specific charges depending on the nature of the asset being contributed.

### **3.** How do the fees for the transfer in of cash benefits work?

Experience tells us that most transfers in happen when someone joins a SSAS; that's why we allow for two free ones per person commencing within the first three months of their membership.

Starting any transfers outside the initial three month 'window', or additional ones above the free two, are chargeable.

# 4. How do you charge for the transfer in where I have taken some benefits from my previous scheme (a partial BCE)?

In order to accept a transfer in where a client has previously taken benefits (a 'BCE'), we need to establish exactly how much of the previous pension scheme has been taken, which may be all or partial. Your Redswan SSAS will receive all the transfer and 'ringfence' the funds from which benefits have already been taken. Normal full establishment and annual administration fees will apply.

The ringfenced funds will then attract fees for paying or reviewing any income from them.

## Benefit Crystallisation ('BCE') & Income Drawdown

### 5. What are your charges for going into income drawdown?

The BCE fee covers the work required to reconcile and revalue your SSAS funds in accordance with legislation and then pay benefits.

If you choose to take income, an annual pension payment fee will then be charged. This covers the administration of PAYE payroll, deduction of tax if required and making the appropriate returns to HMRC. Also included is the facility to vary the level and frequency of income payments.

#### **Investment Related Fees**

#### 6. Do your fees include the stockbroker's etc, fees?

No, our fees do not include stockbroker, investment manager, fund supermarket or nominee fees and charges.

#### **Property Fees**

### 7. How do you calculate fees for dealing with the purchase of property?

Our fee is a flat rate allowing for certainty of cost and applies in virtually all cases. Where this Fee Agreement does not specifically state otherwise, we will advise you should the flat rate not apply, either in advance where it is obvious, or should matters become over-complicated or protracted through no fault of our own.

Any other professional fees, such as solicitor and valuation fees, for example, together with all disbursements relating to the acquisition, sale or management of any property, are payable from your SSAS.

#### 8. What do you do for your annual property fee?

We deal with all general property administration issues, dealing with insurance, settling property invoices/bills and dealing with tenants' requests concerning matters such as assignments, underlettings and alterations. Property management and inspections are not included in the property fee.

#### Borrowing

#### 9. What are the fees if my SSAS borrows money?

If your SSAS borrows for any reason (for example, to purchase property as part of the overall transaction) our fee is a flat rate allowing for certainty of cost and applies in virtually all cases. Where this Fee Agreement does not specifically state otherwise, we will advise you should the flat rate not apply, either in advance where it is obvious, or should matters become over-complicated or protracted through no fault of our own.

#### General

#### 10. Do your fees increase?

Fees are automatically increased on 1 April each year by the higher percentage change over the previous calendar year in the:

- average weekly earnings (AWE) index or
- consumer prices index (CPI)

as measured by the Office of National Statistics.

If either index ceases to be published, or if the calculation is altered, we may substitute a comparable one.

We may at any time increase or amend all or any of our fees or charges payable by your SSAS or its sponsoring employer in such a manner as we may determine.

We will give you 30 days' notice where we amend or increase any fees by an amount materially exceeding the percentage increase in AWE/CPI, as above.

#### 11. What are the additional/time cost fees?

We reserve the right to charge for additional services on a time cost basis relevant to the expertise and seniority of our staff involved. The relevant charge out rates will depend on the employee doing the work. The current charge out rates per hour (+ VAT) are:

Director	£340
Manager	£275
Senior administrator	£205
Administrator/clerical	£135

#### 12. Is there anything else I should know?

All expenses, charges and outgoings whether in respect of the investments contained in your SSAS (including the costs of purchase, sale, management, maintenance and valuation of freehold and leasehold properties, if any, and other investments) or other expenses however incurred shall be charged to your SSAS.

In the event of any levy or taxation being imposed on us or your SSAS under any statutory provision affecting the business of SSAS providers, operators, administrators or insurance companies, we may recover from your SSAS an amount equal to the proportion of such levy or taxation that we may reasonably determine. This will be on a basis similar to how the levy, tax, liability, charge or other payment has been calculated.

# Glossary & Explanation of Terms

**Establishment:** the creation of your SSAS to the point where it is ready to be used.

**Administration:** the process of looking after your SSAS on an ongoing basis. This includes but is not limited to many things such as providing a reconciled annual statement, setting up any initial regular contributions or savings.

**'BCE' or Benefit Crystallisation Event:** the act of starting to take benefits (tax free cash and/or income) from your SSAS. It may also be called `vesting'.

**Transfer in:** transferring the value of pension benefits from an existing pension scheme to your SSAS, either in cash or in specie (see below).

**In specie:** the transfer of an asset other than cash from another pension scheme to this one.

**Lifetime annuity:** a policy issued by an insurance company which provides an income in exchange for a lump sum from your SSAS's accumulated monies.

**OEIC:** open ended investment company, also known as a 'collective' investment.

TIP: trustee investment plan

**'UFPLS' or Uncrystallised Funds Pension Lump Sum:** the formal term in legislation for a Pension Capital Withdrawal.