

Parties

1. The Scheme Administrator

Yorsipp Limited a company registered in England and Wales under number 05743279 whose registered office is at Unit 8, 8 Victoria Court, Bank Square, Morley, Leeds LS27 9SE.

Yorsipp Limited's correspondence address is Eadie House, 74 Kirkintilloch Road, Bishopbriggs, Glasgow G64 2AH.

Yorsipp Limited is authorised and regulated by the Financial Services Authority FRN 464198.

2. The Intermediary

Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
	Postcode
FSA Number	<input type="text"/>
Registered Address (if different from above)	<input type="text"/>
	<input type="text"/>
	Postcode

Preliminary

The terms used in this agreement where appropriate are defined in the Deed of Yorsipp Registered Pension Scheme.

Yorsipp (Trustees) Limited is trustee of the Plan and is authorised to enter into this agreement .

The Intermediary is authorised to enter into and advise on investment business under the FSMA Act 2000 and is regulated by the Financial Services Authority under the Registration Number mentioned above.

Agreed

1. Definitions

FSMA Act 2000 means the Financial Services and Markets Act 2000 as amended or re-enacted. Business includes all long-term insurance business as defined in insurance companies Act 1982 section 1 and investment business as defined in the Act Schedule 2.

Scheme Administrator is Yorsipp Ltd.

Plan means Yorsipp SIPP a Registered Pension Scheme approved by the HM Revenue and Customs.

2. Scheme Administrator's undertakings

The Scheme Administrator agrees to administer the Plan in accordance with the requirements of HMRC and any other regulatory authorities and to do so in an efficient and proper manner.

3. Authorisation

3.1 The Scheme Administrator shall refuse Business from the Intermediary if it ceases to be authorised, and reserves the right to cease to accept Business from, or to refuse any particular business proposed by the Intermediary without giving reason. The Intermediary agrees that he will comply with the regulatory and legal obligations and inform the Scheme Administrator of any failure to do so. In particular, he undertakes to maintain the appropriate approvals under the FSMA 2000 Act and to inform the Scheme Administrator if such approval lapses or is withdrawn.

3.2 The Intermediary agrees to comply with the provisions of the FSA.

3.3 Any payments to the Intermediary and disclosure of charges to a Member shall be the responsibility of the Intermediary under the provisions of the FSA. The Intermediary shall comply with all the appropriate rules of the FSA.

4 Agency

4.1 The Intermediary may act as principal only if so authorised under the Act. The Intermediary may act as an agent of the Scheme Administrator only to the extent if any that he is permitted by the Scheme Administrator in writing.

4.2 Except as above and except in relation to the personal responsibilities of the Intermediary in this Agreement the Intermediary shall be the agent of the Member but the provisions in relation to payments apply whether or not the Intermediary receives payment from the Member.

4.3 By virtue of 4.2 above, the Intermediary is a professional client of Yorsipp Limited.

5 Payments

- 5.1 The Scheme Administrator is entitled without prior notice to the Intermediary to cancel in whole or in part any contract in respect of which payment remains overdue. The provision is not affected by any requirement to serve a cancellation notice in respect of the transaction in question.
- 5.2 If the Intermediary has undertaken to a Member to pass monies to the Scheme Administrator the Intermediary shall do so promptly.
- 5.3 Any charges (as separately agreed in writing) due to the Intermediary and deductible from the Plan by prior agreement shall be paid by the Scheme Administrator promptly to the Intermediary so long as the contract remains in force and the Intermediary continues to act for the Member in relation to this contract, subject to any lien on or deducted for any monies owing to the Scheme Administrator or Trustees as appropriate.
- 5.4 The Intermediary's charges shall cease to be payable by the Scheme Administrator in the event that the Intermediary loses authorisation under the Act, ceases to be an agent for the Member, dies, becomes bankrupt, compounds with or assigns his estate or effect for the benefit of creditors, has his goods seized in execution or where the Intermediary is a company goes into liquidation or receivership or is subject to an administration order.

6. Fees

- 6.1 The Intermediary shall arrange and ensure that each Member shall pay to the Scheme Administrator the appropriate administration fees for the duration of the Membership.
- 6.2 The fees shall be amended from time to time.

7. Indemnity

- 7.1 On request by the Intermediary (and where the Scheme Administrator agrees) the Scheme Administrator will pay the Intermediary's charges in respect of the Plan as set out subject to any lien or set off that is appropriate in a reasonable time.
- 7.2 The Intermediary shall indemnify and keep indemnified the Scheme Administrator from all loss resulting to the Scheme Administrator arising from
 - (a) any failure by the Intermediary to comply with the provisions of the Act any regulations made thereunder the FSA; or
 - (b) any breach by the Intermediary of any of the provisions of this Agreement including, without limitation any failure to provide promptly and accurately the information required under this agreement;
 - (c) any other acts or omissions on the part of the Intermediary.

8. Documentation

- 8.1 The Intermediary shall pass to the Member immediately and without any amendment any documents supplied by the Scheme Administrator for the information of or completion by the Member and shall pass to the Scheme Administrator immediately any documents provided by the Member for that purpose.
- 8.2 The Intermediary undertakes not to distribute sales or marketing literature without the prior written approval of the Scheme Administrator.
- 8.3 The Intermediary acknowledges that the Scheme Administrator is obliged to send documents direct to the Member to comply with regulatory obligations.

9. Service

Any letter or other document shall be deemed to have been duly served on the Intermediary if it is sent by post or left at the address of the Intermediary as set out above or as subsequently notified by the Intermediary to the Scheme Administrator in writing. Any letter or other document sent by first class post shall be deemed to have been served on the business day following that on which the envelope containing the same is posted and to proving such service it shall be sufficient to prove that such enveloped was properly addressed, stamped and posted.

10. Email Instructions

Where the member has granted you permission to make investment decisions on their behalf Yorsipp may accept instructions from you by e-mail provided that such instructions bear to have been sent from an e-mail address which has been notified to us for this purpose. Yorsipp will send written confirmation that we have acted on your instructions by post to your business address and in the event that the instruction was not sent by you, you must contact Yorsipp to advise us of this immediately. The security of e-mails cannot be guaranteed as they are transmitted over a public network and Yorsipp accepts no responsibility in respect of it. You agree to accept this risk and shall indemnify Yorsipp against any resulting liability provided that we have acted in good faith.

Acceptable email addresses for instructions:

11. Amendment, Delegation and Termination

- 11.1 The Scheme Administrator reserves the right to vary this agreement but, except insofar as required by the FSMA Act 2000 or any regulation made thereunder or the rules of the FSA:
 - (a) no variation shall affect contracts made prior to the time of the valuation: and
 - (b) not less than 28 days notice shall be given to the Intermediary of any variation
- 11.2 The Intermediary is not entitled to sub-contract or transfer any of his rights to obligations under this Agreement without the prior written consent of the Scheme Administrator.
- 11.3 The Intermediary may terminate this Agreement by not less than 28 days written notice to the Scheme Administrator.

12. Governing Law

This agreement is governed by English Law.

Signed as a deed by (Intermediary)

Director Date

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Director/Secretary/ Witness Date

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Signed as a deed by (Scheme Administrator)

Director Date

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Director/Secretary Date

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