



SSAS

# TERMS OF BUSINESS

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New Clients

# SSAS

## SERVICES PROVIDED

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### **SSAS Consultants may provide the following services:**

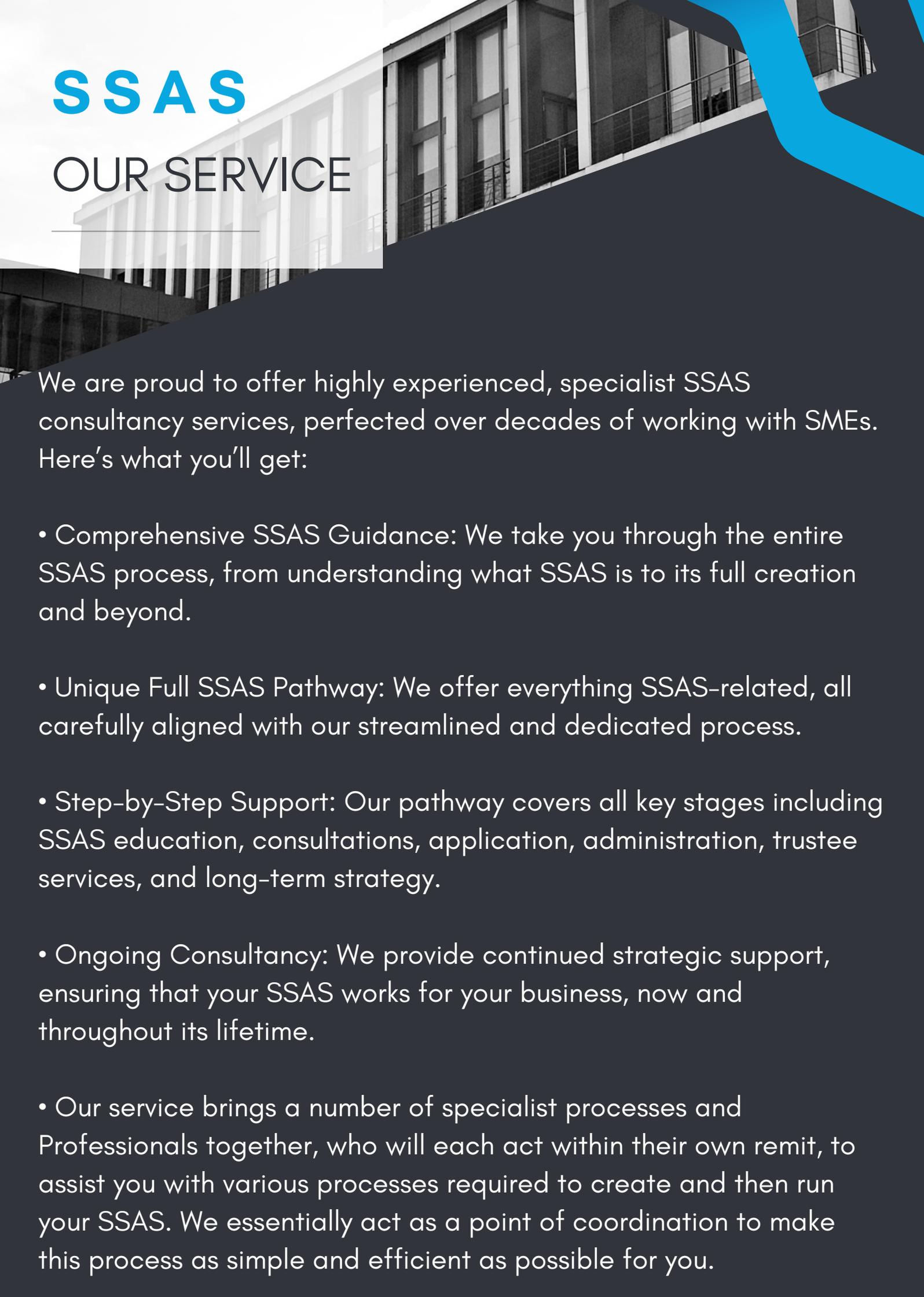
**1. Education & Strategy** – Explain SSAS structure, benefits, and suitability. Provide guidance on potential SSAS strategies.

**2. SSAS Setup & Application** – Through our SSAS Administrator Associates, Draft trust deeds and trustee documentation. Assist with the HMRC approval and registration process.

**3. Administration & Compliance** – Through our SSAS Administrator Associates, provide Ongoing management of SSAS records and reporting. Coordination with property managers, fund managers, or other relevant service providers.

**4. Strategic Consultancy** – Through our SSAS Administrator Associates, provide assistance with commercial property purchase, SSAS loans, and corporate planning. Optional annual or ad hoc strategic reviews under an ongoing retainer agreement.

Scope Limitations: We do not provide regulated investment advice or pension transfer advice, ever. Decisions remain the client's responsibility; our role is guidance and facilitation.



# SSAS

## OUR SERVICE

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We are proud to offer highly experienced, specialist SSAS consultancy services, perfected over decades of working with SMEs. Here's what you'll get:

- **Comprehensive SSAS Guidance:** We take you through the entire SSAS process, from understanding what SSAS is to its full creation and beyond.
- **Unique Full SSAS Pathway:** We offer everything SSAS-related, all carefully aligned with our streamlined and dedicated process.
- **Step-by-Step Support:** Our pathway covers all key stages including SSAS education, consultations, application, administration, trustee services, and long-term strategy.
- **Ongoing Consultancy:** We provide continued strategic support, ensuring that your SSAS works for your business, now and throughout its lifetime.
- **Our service brings a number of specialist processes and Professionals together,** who will each act within their own remit, to assist you with various processes required to create and then run your SSAS. We essentially act as a point of coordination to make this process as simple and efficient as possible for you.

### **Our fees and those of other SSAS professionals may include:**

- One-off setup fees for establishing the SSAS.
- Retainer fees for ongoing strategic reviews and consultancy.
- Ongoing fees for SSAS Administration, Professional Trustee services and compliance and reporting.
- Transaction-based fees (e.g., facilitating property purchases, SSAS loans).

### **Payment Terms:**

- Invoices are payable on the date of issue.
- Fees are inclusive of VAT where applicable.
- Late payment may incur interest at 2.5 % per month until settled.
- We will provide full clarity of fees prior to engagement of each process that we agree to undertake with you.
- Retained fees are payable via Direct Debit.
- One-off fees are payable by bank transfer.
- Our fees are charged by our consulting company, Raeburn Heriot Consulting Ltd

# TERMINATION OF SERVICES

## **Service Termination Once your SSAS is operational:**

- You may terminate our services at any time by providing written notice.
- SSAS Consultants may terminate our services if you fail to provide information, do not pay fees, or breach these Terms.
- Upon termination, all outstanding fees are due immediately.
- Our retained Guidance fees are payable for a minimum of 12 months.
- Responsibilities for ongoing SSAS compliance remain with you as the client.

## **Service Termination Before your SSAS is operational:**

- You may terminate our services at any time by providing written notice.
- SSAS Consultants may terminate this arrangement if you fail to provide information, do not pay fees, or breach these Terms.
- If you start a SSAS application with us and that application is then terminated at your request, a cancellation fee of 50% of the SSAS application fee quoted to you will be due immediately.
- If you start a SSAS application with us and that application is then terminated at our request due to you failing to provide information, provide inaccurate information, not communicate promptly or fail to pay the full fee when it is due, a cancellation fee of 50% of the SSAS application fee quoted to you will be due immediately.
- Upon termination, all outstanding fees are due immediately.

# THE TECHNICAL DETAILS

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## DEFINITION

SSAS Consultant (Raeburn Heriot Consulting Ltd) ("SC") is the designated Collecting Agent and Service Provider for services, consultancy, tickets and events. References to "Client" or "Clients" or "You" in these Terms and Conditions are references to you. References to "we" or "us" in these Terms and Conditions are references to SC.

## SSAS KEY COMPLIANCE POINTS

- SSAS is an Occupational Pension Scheme type, intended for UK Business Owners.
- Our guidance is provided to the Sponsoring / Participating Employer. We are not FCA Regulated or Authorised Financial Advisers.
- SSAS is not a personal / consumer financial advisory process.
- SSAS is regulated by The Pension Regulator (TPR).
- SSAS Rules are determined by HMRC.
- Each SSAS is individually approved by HMRC.
- SSAS is a Member Directed Pension type.
- Not every SSAS application will be approved by HMRC, at their discretion.
- Set up fees are chargeable by us for the submission of a SSAS application to HMRC.
- SSAS rules may be subject to change by HMRC at any time.
- Taxation rates and allowances may also be subject to change at any time.
- Investments within a SSAS may be regulated by the FCA depending on the SSAS Members / member Trustees own investment choices.
- Neither us nor the SSAS Administrators and Trustees that we work with are regulated to provide FCA regulated Investment or any form of Pension Transfer Financial Advice and do not imply that we can.
- You should consider taking Independent Financial Advice regarding any pension plans that you might have currently, before considering them to be used or transferred to any other pension arrangement.
- We have no mandate, influence, control, ownership or interest in the choice of investments within any SSAS.
- Neither are we Chartered Tax Advisers, Specialist Pension Solicitors or Pension Technical experts however we consult with all of these specialists and will be happy to introduce you to these Professionals and processes as appropriate and with your consent.

# THE TECHNICAL DETAILS

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## CONTINUED

### **OTHER PENSIONS**

SSAS can accept the transfers of existing pension benefits from all sources. The choice of electing to do that is entirely your own and SSAS does not require that you transfer any pension to it. You do not need to transfer any existing pension into a SSAS at any time and this process is entirely at your own preference.

### **OUR ROLE: HOW WE WORK WITH YOU**

As a SSAS Consultant, Our role is primarily to act as a relationship manager between you and the SSAS team to ensure the smooth running of your plans and ideas and to continue to support you as much as you need. We work with various SSAS Professionals, SSAS Providers, Trustees, Administrators, Advisers and Technical experts and bring a whole range of resources and help together to make this process as simple as possible for my clients and their associates, such as you. In addition, we work with a team of Specialists, including Chartered Tax Advisers, Specialist Solicitors, Pension technicians amongst others. We are able to bring a wide variety of help and guidance to help you to achieve your objectives. Our team is boutique and focused. We are not a "Corporate / multi-layered" entity and we can always be reached for discussion on a one to one basis. We are NOT Financial Advisers, and we are not regulated by the FCA as SSAS is not regulated by the FCA as it is not a personal consumer arrangement. We specialise in guiding UK Businesses in the setting up and uses of SSAS. You are of course able to seek Independent financial advice at any time relating to SSAS or indeed any existing pensions that you have.

### **YOUR ROLE**

You will be the owner of the SSAS and a Member Trustee of the SSAS. Each person that you bring into the SSAS with you, up to 11 people on total, will be SSAS Member Trustees. As a SSAS is known as a Member Directed Pension, you have full control of how the SSAS is invested and managed. The SSAS is a separate legal entity in it's own right and you are in full charge and control of that entity. Guidance is available to you from the SSAS Administrators, from us as your Consultant as well as a wide range of other professionals if and when required.

# THE TECHNICAL DETAILS

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## CONTINUED

### OUR PROFESSIONAL SSAS PARTNERS

SSAS is a very specialist area and requires the help and support of a responsive and approachable Trustee and Administrator. These are both functions that are critical to the effective running and use of a SSAS. We believe that a SSAS provider must offer an unquestionable ethical service to all of their clients and at the same time, view the SSAS and their client's plans in a commercial and practical way. A SSAS provider must pass an annual Fit and Proper test to carry out its functions, and is as potentially liable as the SSAS Members in the transactions undertaken by the SSAS. We partner with a variety of SSAS Administrators and Trustees, who are all highly experienced and regarded as Fit & Proper by HMRC

### REGULATION

SSAS is an Occupational Pension Scheme type (OPS), which is regulated by The Pension regulator (TPR). Like all other Occupational Pension Schemes, the Financial Conduct Authority (FCA) does not regulate SSAS. The Pension Regulator regulates all occupational pension schemes. Each SSAS is individually approved by HMRC and is assigned its own PSTR number. SSAS can hold investments which are regulated by the FCA and advised via a regulated process / adviser. We do not provide FCA Regulated Pension, Pension Transfer or Investment advice as this falls out with our scope and remit. We are not required to be regulated by the FCA. All third party Partners, Suppliers and Advisers that we might introduce you to, will all be appropriately regulated within their field.

### INTERMEDIARIES

We work with professional intermediaries. We are always happy to work in tandem with accounts, solicitors, IFA's and other professionals to create bespoke solutions for their clients and network.

# THE TECHNICAL DETAILS

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## CONTINUED

### ENGAGEMENT

You hereby acknowledge and agree that you have read all the terms and conditions and you agree that your purchase forms a contract between you and SC. SC cannot, and does not, make any guarantees about the client's ability to get results or earn money with our ideas, information, tools or strategies. No product, service, training, or information offered by SC is a promise of results or future earnings. We do not offer any legal, medical, tax, or financial advice. Any financial figures referenced are illustrative of concepts only, and should not be considered as typical earnings or promises for actual or future performance. The client should use caution and always consult relevant professionals for independent advice before acting on this or any information in relation to a lifestyle change or your business or finances. The client alone is responsible and accountable for their decisions, actions and results in life, and by receiving this document the client acknowledges full responsibility for their actions.

### COOLING-OFF PERIOD

This agreement shall be voided if the Client advises SC in writing that they no longer wish to receive their product/service/event, by delivering or sending (including by email: [paul@ssas-consultant.co.uk](mailto:paul@ssas-consultant.co.uk)) to SC. Such written cancellation MUST be provided within fourteen (14) calendar days of entering into a contract with us. Such a contract is formed between us from the point of: placing an order; making a deposit / payment; or having these Terms issued to you; whichever comes first. This fourteen (14) calendar day cooling-off period MUST ALSO come prior to the client's attendance at any event or meeting / online meeting / phone call or delivery of the product/ service, whichever comes first. By attending an event or meeting / online meeting / phone call taking or delivery of a product/service before the fourteen (14) calendar days have elapsed, the client thereby indicates that they waive the full Cooling-Off period available to them, and instead accepting their full Obligation to Pay.

# THE TECHNICAL DETAILS

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## CONTINUED

### REFUNDS

In the event that all conditions under the above noted 'cooling-off period' clause have been met, SC will refund the client all monies or part thereof which they have paid under this agreement within thirty (30) calendar days of receipt of such cancellation notice, with the following deductions of costs:

- deduction of any payment processing fees taken by the payment provider
- deduction of SC £1,000 Administration fee
- deduction of any deposit/fee that has been passed to any provider/venue/supplier /partner introducer/materials
- deduction of third party administration fees

The client acknowledges that they shall not be entitled to and shall not claim a refund other than by strict compliance with the clauses noted in this Agreement.

### PAYMENTS

SSAS application fees are payable at the point of application. Invoices will be provided, and the full balance is required to be settled within seven (7) calendar days. The application will not be progressed until full payment is received. In the event that the SSAS application is rejected by HMRC, no consultancy or time-based fees can be refunded.

### TERMINATION

SC reserve the right to terminate the agreement at any time upon notice to the Client if:

- (1) payment has not been made in full
- (2) the Client fails to meaningfully participate in the event/product/service
- (3) the Client violates the terms of the event/product/service, including those stated in contract, and those set forth as and when appropriate when communicated by a member of the SC team
- (4) the Client acts inappropriately towards SC team members

# THE TECHNICAL DETAILS

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## CONTINUED

### DECLARATION

I acknowledge that I have read and fully understood all of the terms and conditions detailed in this document.

I agree that I have not received FCA regulated financial advice and I clearly understand that this process is not FCA regulated. I understand that I can seek independent financial advice should I wish at any point in this process, before I apply for a SSAS, during the SSAS application, to assist in any pension transfers that I am considering and once my SSAS is operational or for investment advice at any time.

I agree to pay all fees as they fall due. I understand that if fees are not paid, then no further work or consultancy can be provided.

I understand that SSAS Consultant is an introducer of SSAS business to Professional SSAS Providers. The provider will provide the SSAS Trustee and Administration and Regulatory functions. SSAS Consultant is a Consultancy service, providing face-to-face client support and guidance.

To the best of my knowledge and belief, the details I have provided on this form are correct and complete. And I consent to the lawful use of my personal information by those individuals, companies and other relevant parties, for the sole purpose of the administration and management of the Scheme.

I wish to be appointed as a Trustee of the Scheme and agree to be bound by the rules of the Scheme, as defined in the current governing Trust Deed and Scheme Rules. I understand that as a Trustee of the Scheme I may, through the course of my duties, handle other parties' personal information and I agree to do so lawfully.

I have NOT been removed or forbidden from acting as a Trustee by either; The Pensions Regulator or a Court of Law. I am NOT an undischarged bankrupt and I have the ability to contract.