

## 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 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. References to "you" and "your" are to the individual named in section 1 of the application form.

### 1 Personal details

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Application ref (if known)

Full name

Date of birth

## 2 MoneyHelper guidance

The FCA requires us to tell you about a service called MoneyHelper.

### MoneyHelper guidance.

MoneyHelper is a free, impartial service from the Government, which offers guidance to help you make an informed decision about what to do with your pension savings. This includes providing the different options available to you, in order to access your pension savings. Pensions guidance is delivered at an appointment with an independent pensions specialist, which you can choose to book yourself, or alternatively Talbot and Muir can arrange this on your behalf. You can also receive advice from a regulated financial adviser. Advisers may charge you for their services.

**Please ensure you have read the MoneyHelper privacy policy, which is available on their website, [moneyhelper.org.uk/en/about-us/privacy-notice](https://moneyhelper.org.uk/en/about-us/privacy-notice).**

You can book online at [moneyhelper.org.uk/pension-wise](https://moneyhelper.org.uk/pension-wise) or call MoneyHelper on 0800 138 3944. Alternatively call us using the contact details on the last page and we'll book an appointment for you.

**Please note that we are unable to arrange appointments with MoneyHelper for anyone below the age of 50 so these appointments would need to be arranged by you directly.**

### Regulated financial advice.

Before making a decision about taking your pension benefits you should also get advice from a financial adviser. If you don't have a financial adviser, you can visit [moneyhelper.org.uk/choosing-a-financial-adviser](https://moneyhelper.org.uk/choosing-a-financial-adviser) to find one.

The regulations require you to confirm the following options before we can proceed with your application.

**If you plan to take guidance and/or advice you should do this before completing this form.**

| Have you received guidance from MoneyHelper relating to this transaction in the last 12 months? | Yes | No | Date guidance received |
|-------------------------------------------------------------------------------------------------|-----|----|------------------------|
|-------------------------------------------------------------------------------------------------|-----|----|------------------------|

**If you do not want to use MoneyHelper you need to opt-out. Please tick the relevant option below.**

|                                                                                                |                      |
|------------------------------------------------------------------------------------------------|----------------------|
| I've received regulated financial advice related to this transaction within the last 12 months | Date advice received |
|------------------------------------------------------------------------------------------------|----------------------|

|                                                                                      |                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I don't want guidance from MoneyHelper or regulated financial advice from an adviser | <b>If you've already received guidance or regulated financial advice, you may want to do this again if there's been any significant change to your pension fund or personal circumstances.</b> |
|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 3 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 the single contribution(s) specified in your Application form and/or;<br>The value of transfers from the scheme(s) specified in your Application Form (and any SIPP Additional Transfer Form) |    |
| 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 (taking into account all instructed transfers in and initial contributions) in year one and value at the annual valuation date (being the anniversary of the date your plan is established) thereafter, before the deduction of any administration or other fees payable to Talbot and Muir.
3. Adviser charges will be paid as soon as reasonably practicable after the receipt of transfer funds and/or contributions in the case of initial charges, or as soon as reasonably practicable 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 you and your 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 you specify otherwise and with the Agreement of Talbot and Muir.
6. Adviser charges will only be paid to the bank account detailed in the Introducer Agreement.
7. You can terminate or amend the payment of adviser charges at any time by writing to us with your revised instructions.
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 your pension plan with Talbot and Muir. Payment for advice or any other service in connection with any other aspect of your financial or other affairs will be an Unauthorised Member Payment and subject to tax charges payable by you personally and by Talbot and Muir as Scheme Administrator.
10. You and your adviser are both required to undertake that any charges paid under this Agreement will not be rebated in whole or in part to you 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 you personally and by Talbot and Muir as Scheme Administrator.
11. You are 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 your Member's fund.
12. If your adviser receives any other remuneration from the underlying investments of the pension it is the adviser's responsibility to disclose this to you.

## 4 Member declaration

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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 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 SIPP 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 information given, and the declarations made in all sections of this form and the accompanying application 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 HMRC protections and entitlements 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 an Establishment letter 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 an Establishment letter 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 Establishment letter to advise Talbot and Muir of any errors or omissions. Once the 30 day period has passed, the Establishment letter will be deemed accurate;
  - I will notify Talbot and Muir if I do not receive the Establishment letter 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, (increasing to age 57 in 2028), 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 (tax-free lump sums (previously known as pension commencement lump sums) and/or income payments) and then subsequently change my mind and cancel the plan (where a cancellation right exists), I will, on Talbot and Muir's request, 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.

## MoneyHelper (where applicable)

I declare that to the best of my knowledge and belief the statements made in all sections of the MoneyHelper guidance section of the form (whether in my handwriting or not) are correct and complete.

I authorise Talbot and Muir to provide the details in section 2 to MoneyHelper.

## Our services

If your personal circumstances make it challenging to access our services, please provide us with some information so we can explore any reasonable adjustments that may help.

In order to provide additional support, we will need to gather some information about your needs, which can involve sensitive personal information. Due to the nature of this information, we require your express consent to process it for the purpose of providing the relevant support. We may also need to share this data with trusted third parties where appropriate, e.g. investment firms or advisers, to help us, and others to continue to meet your needs.

Your consent to share this more sensitive personal information is entirely voluntary and you may withdraw your consent at any time.

If you wish to consent to us processing your personal information for the purposes of support, please tick below.

I agree to my information being processed by Talbot and Muir Ltd, to include being shared and gathered between relevant third parties.

If you have chosen to consent to this processing, please provide us with details of your needs so we can assess any reasonable adjustments that we can make for you to improve how we work and communicate with you.

Should you have any questions about this process, or wish to withdraw your consent please contact our administration teams in either Nottingham on 0115 841 5000 or Leeds on 0113 200 2980 or via email at [customer.support@talbotmuir.co.uk](mailto:customer.support@talbotmuir.co.uk).

If you are proposing to join the Scheme in your own capacity as a member, please complete only Box A below.

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. If the applicant is aged 16 or over, both the parent or legal guardian AND the applicant must sign and date Box A.

Box A

Signed

Date

Box B

Parent or legal guardian making proposal on behalf of the minor named in section 1 of this application

Surname

Forename/s (in full)

Permanent residential address

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.

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

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**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

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I confirm that the information in section 1 and provided in the application 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 plan).

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 the Talbot & Muir SIPP

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

Signed

Date

Advisers name

Position

**For literature in alternative formats, such as Braille, large print, audio or E-Text, please call us on 0115 841 5000 (or via Relay UK on 18001 0115 841 5000).**

55 Maid Marian Way, Nottingham, NG1 6GE | t. 0115 841 5000 | f. 0115 841 5027 | e. [enquiries@talbotmuir.co.uk](mailto:enquiries@talbotmuir.co.uk) | [talbotmuir.co.uk](http://talbotmuir.co.uk)

"Talbot and Muir" is the trading name for Talbot and Muir Limited (TML) (registered in England, number 02869547), MYSSAS Trustees Limited (MYSSAS) (registered in England, number 06536701), MYSIPP Trustees Limited (registered in England, 05960426) (MYSIPP), MYSIPP Trustees (Property) Limited (MYSIPP(P)) (registered in England, number 05342981), Pension Partnership SSAS Trustees Limited (PPSSAS) (registered in England, number 05762695), Pension Partnership SIPP Trustees Limited (PPSIPP) (registered in England, number 05635197), Pensions Partnership SIPP Trustees No 2 Limited (PPSIPP2) (registered in England number 08677314), Oval Trustees Limited (OTL) (registered in England, number 02711042), T M Trustees Limited (TMTL) (registered in England, number 03094287), The Ward Mitchell Trustees Limited (registered in England, 03006247) (TWMTL). TML, MYSASS, MYSIPP, MYSIPP(P), PPSSAS, PPSIPP, PPSIPP2, OTL, TWMTL, TMTL, have their registered office at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP. TML (in respect of its operation of self-invested personal pensions) is authorised and regulated by the Financial Conduct Authority. TML and TMTL are members of a VAT group with VAT registration number 514 0358 80. All companies are wholly owned subsidiaries of Nucleus Financial Platforms Limited (registered in England, number 06033126) whose registered office is at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP, and are members of the Nucleus Group. Further details of the Nucleus Group can be found at [nucleusfinancial.com](http://nucleusfinancial.com). (12/25)