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**SSAS Practitioner Service  
Terms of Business**

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# SSAS Practitioner Service

## Terms of Business

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These Terms of Business set out details of our agreement with you. They should be read together with the following:

- / SSAS Practitioner Service Schedule of Fees
- / SSAS Takeover Request Form
- / New SSAS Request Form

All of these documents form the basis of our contract with you, which will be construed in accordance with the laws of England and Wales. Nothing in these Terms of Business will exclude or restrict, to an extent prohibited by the rules of any regulatory body or otherwise by law, any duty or liability we may have under the regulatory system or at common law.

## 1. Basic information

### Expression

### What it means in this document

"Scheme"	means the small self-administered scheme in respect of which we are providing the Services.
"Scheme Practitioner"	means someone appointed to act on behalf of the Trustees who has been registered with HMRC for this purpose.
"Services"	means the services that we are providing to the Trustees in accordance with the SSAS Practitioner Services Schedule of Fees.
"SSAS Practitioner Service Schedule of Fees "	means the attached schedule of services and fees, as amended from time to time.
"Trustees"	means the trustees of the Scheme, referred to as "you" below.

If you have any questions or concerns about any aspects of this document then please contact us at:

Telephone: 020 8371 3111

Email: [info@vintagessas.co.uk](mailto:info@vintagessas.co.uk)

Website: [www.vintagessas.co.uk](http://www.vintagessas.co.uk)

## 2. Services and fees

We will act as the Scheme Practitioner and provide the Services in relation to the Scheme and the Trustees agree to pay the fees set out in the SSAS Practitioner Service Schedule of Fees. For the avoidance of doubt, all fees quoted are exclusive of VAT, which will be added where applicable.

We will not, unless otherwise agreed with you, act as the Scheme Administrator or as a trustee of the Scheme. Furthermore, you agree that you are responsible for:

- / Operating and monitoring the Scheme's bank account.
- / Arranging for annual accounts of the Scheme to be prepared.
- / Arranging and administering the Scheme's investments.
- / Arranging contributions to the Scheme.
- / Paying benefits, including arranging a PAYE scheme in relation to drawdown payments, from the Scheme.

We will act as a mandatory co-signatory to the Scheme's bank account and will countersign all bank account payment instructions that we, in our absolute discretion, consider appropriate for the operation of the Scheme in compliance with all relevant HMRC, statutory and regulatory requirements and subject to the provisions of sections 10 and 12 below.

## 3. Financial crime

We have put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will, therefore, verify your identity before providing the Services and ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time-to-time throughout our relationship with you, not just at the beginning.

## 4. Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation, as this can help to avoid any future misunderstanding. All our communications with you will be in English.

We may accept instructions we reasonably believe to come from you or someone authorised to instruct us on your behalf. You will be responsible for examining and verifying any documents that we send to you, or to any other person acting for you, and we will be entitled to assume that you, or they, have done this.

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## 5. Electronic communications

Electronic communications, including email, text messaging and other internet and web-based communication systems, are capable of interception and data corruption. We do not accept any responsibility for unauthorised accessing of any communications sent to you or for any changes made to our communications after they have been despatched from our systems. If you are in any doubt then you should always contact us regarding any matters contained in an email. We do not accept responsibility for any errors or problems that may arise through the use of the internet and all risks connected with using electronic means of communication. If you do not agree to accept this risk then you should notify us in writing immediately, in which case we will not communicate with you by email.

Although we take reasonable steps to ensure that our electronic communications are free from viruses, it is your responsibility to carry out your own anti-virus check on emails, attachments and other electronic communications.

## 6. Recording calls and documentation

To help us improve our service and ensure that your instructions are carried out accurately, telephone calls that we may make or receive, excluding calls to or from our mobile phones, will be recorded and may be monitored for training purposes. Call recordings will be retained for a period of five years.

We will hold documents in relation to our appointment for a period of six years from the date of the payment of the last invoice after which we reserve the right to destroy any documentation we hold.

## 7. What if things go wrong?

If you are dissatisfied with any aspect of our services then we encourage you to contact us as soon as possible as follows and we will do our best to resolve your concerns.

In writing:           Vintage SSAS Services Limited  
Fairchild House, Redbourne Avenue,  
Finchley, London  
N3 2BP

By phone:           020 8371 3111  
By e-mail:           compliance@vintagesas.co.uk

We are not authorised or regulated by the Financial Conduct Authority.

## 8. Conflict of interest

We will endeavour always to act in your best interests. However, circumstances may arise where we, or one of our other clients, may have some form of interest in business being transacted for you. If this happens, or if we become aware that our interests or those of one of our other clients conflict with your interests, then we will write to you and obtain your consent before we carry out your instructions or business for you, and detail the steps we will take to ensure that you are treated fairly. For the avoidance of doubt, during such circumstances our duty of confidentiality will continue.

## 9. Jurisdiction

This agreement, including the SSAS Practitioner Service Schedule of Fees, is governed by and shall be interpreted in accordance with, English law and you agree to submit to the exclusive jurisdiction of the English Courts.

## 10. Losses or expenses

Except for any losses or expenses that arise through our negligence or fault, you agree to be responsible for, and promise to pay to us when requested, the amount of any losses, expenses, costs, charges, demands or liabilities arising from the provision of the Services.

## 11. Delegation

We reserve the right to contract with any person and/or to use the services of professional advisers, intermediaries or other persons where we consider this appropriate in relation to the provision of the Services.

## 12. Liability

For this Clause 12 and Clause 10, "Loss" shall mean all losses, damages, or costs arising directly, or indirectly in connection with this appointment, howsoever arising (including breach of contract, negligence, or fault or omission by us).

- a. Our total liability to you for Loss shall be limited to £100,000.
- b. We will not be liable for the consequences of any error made by you, or by any other person acting for you, even though you may, at your discretion, try to remedy the error.
- c. We will not be in breach of this agreement, and will not incur any liability to you, if there is any failure to perform our duties due to any circumstances reasonably beyond our control.
- d. We will not accept any instructions from you, or from any other person acting for you, which are, in our opinion, incomplete, misleading or ambiguous. In such cases we will make reasonable efforts to contact you to return any documentation, and to seek clarification of such instructions, as soon as reasonably practical. We will not be responsible for any Loss in relation to not accepting any instructions which we consider are incomplete, misleading or ambiguous.
- e. We will not be liable for the consequences of acting on fraudulent instructions where we reasonably believed in good faith that the instructions were genuine.
- f. We will not be liable for the consequences of any payment instructions that we countersign; or refusing to sign any payment
- g. instructions.
- h. Whilst we will use our best endeavours to countersign payment instructions without undue delay following receipt (where we consider it appropriate to countersign), we will not be liable for the consequences of any delay in doing this.
- i. If we countersign payment instructions relating to the acquisition of an investment then this does not mean that we are in any way endorsing that investment.
- j. We will not provide any investment advice and, therefore, will not be liable for the consequences of any decisions that the trustees, or any other person acting for the trustees, make relating to the purchase, retention, dealing with or sale of any investments relating to the Scheme.
- k. We will not be liable for the consequences of acting on instructions we receive in accordance with Clause 4 above.

## 13. Confidentiality and data protection

We will treat all information provided to us which is not in the public domain in relation to this agreement as private and confidential and will use this solely to provide the Services.

We may however disclose any confidential information where we are required by law to do so (provided such obligation has not been assumed voluntarily by ourselves) or where necessary to defend ourselves in relation to any claim you may make against us.

Where we process personal data in connection with the provision of the Services we will comply with our obligations under the General Data Protection Regulation, the Data Protection Act 2018 and any other laws applicable in the United Kingdom for the protection of personal data ("Data Protection Laws"). Where we act as data processor in relation to personal data for which you are the data controller, these terms of business shall be deemed to contain any term which the Data Protection Laws require to be included in a contract between a data controller and their data processor. You warrant that all personal data which you provide to us in connection with the Services has been lawfully obtained and you will only require us to process personal data for lawful purposes.

In accordance with the Data Protection Laws, where we act as data processor and you are data controller, in relation to personal data we:

- a. will only process personal data in accordance with your written instructions;
- b. confirm that we owe you a commitment of confidentiality;
- c. have appropriate measures in place to meet the requirements in Data Protection Laws in relation to the security of processing data;
- d. have a list of sub-processors and will notify you of any change;
- e. will protect data subjects' rights to the extent required of us by Data Protection Laws;
- f. will assist you with any reasonable requests relating to your compliance with the Data Protection Laws;
- g. will comply with the Data Protection Laws in relation to this agreement coming to an end;
- h. will allow you access for any necessary audits and inspections to confirm compliance with the Data Protection Laws.

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## 14. Legal, taxation and accounting advice

We are not, nor are any of our employees, agents or consultants, qualified to provide legal, taxation or accounting advice or to prepare any legal, tax or accounting documents. You agree that it is your responsibility, as our client, to take advice from a solicitor, tax adviser or accountant on any point of law, taxation or accountancy that may arise during the course of your relationship with us.

Where, at your request, we instruct and enter into an agreement with a solicitor, tax adviser, accountant or other professional adviser on your behalf we will invoice you for their fees unless it has been agreed that the relevant adviser invoices you directly.

## 15. Termination/ Amendment of this agreement

You or we may terminate this agreement, and our authority to act on your behalf, at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable. Where an alternative provider is chosen you agree that we may invoice you for any fees and costs associated with the transfer of files to the alternative provider.

When there is a material change to this agreement or the SSAS Practitioner Service Schedule of Fees then we will write to you with details of the changes and our agreement with you will be governed by the revised terms unless you terminate the agreement.

## 16. Access

You have the right to ask for a copy of your information. To obtain a copy of your information, please contact us as follows:

In writing:           Vintage SSAS Services Limited  
Fairchild House, Redbourne Avenue,  
Finchley, London  
N3 2BP  
By phone:           020 8371 3111  
By e-mail:           compliance@vintagessas.co.uk

## 17. Information and communication

We would like your consent to provide you with relevant information about products and services and to share informative, relevant and education updates such as changes to pension legislation and regulation.

## 18. Third party rights

Our duty of care is to you and to no one else.

You agree that none of the terms of this agreement are to be enforceable by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999 by any other person. In consequence thereof, we will have no obligations to any other person in relation to the variation or rescission of the terms of this agreement, any clause or otherwise.

## 19. Disclosures

We may disclose your information to banks, investment managers and fund providers that are appointed to act for your SSAS, regulatory bodies, law enforcement agencies, the current and future owners of our business and suppliers we engage to process data on our behalf.

I agree to the terms of this agreement in respect of the pension scheme of which I am a trustee and confirm that I am authorised to accept and sign this agreement on behalf of the Trustees.

Name in capitals:

Signature:

Date:



The information contained within this communication does not constitute financial advice and is provided for information purposes only. Vintage SSAS Services Ltd is a company registered in England and Wales No. 12633538.

**Call: 020 8371 3111**

**Visit: [vintagessas.co.uk](http://vintagessas.co.uk)**

**Find us at:**

Fairchild House, Redbourne Avenue,  
Finchley, London N3 2BP

**Follow us:**

LinkedIn: [vintage-ssas-services](https://www.linkedin.com/company/vintage-ssas-services)