

The IPM Personal Pension Scheme Investment Advisor Agreement



THIS AGREEMENT is made the _____ day of _____ 20 _____
between:-

1. I.P.M. SIPP ADMINISTRATION LIMITED whose registered address is Cintel House, Watton Road, Ware,
Hertfordshire, SG12 0AD _____ ("the Trustee")
2. _____ ("the Investment Advisor")
3. _____ ("the Member")

WHEREAS

- A. The Trustee is trustee and administrator of a registered pension scheme known as the IPM Personal Pension Scheme ("the Scheme")
- B. The Member is a member of the Scheme and is entitled to benefits under one or more arrangements under the Scheme
- C. Pursuant to the provisions of the Scheme the Member wishes to appoint the Investment Advisor to advise on the nature and composition of the assets comprising all or part of the funds of the Members arrangements under the Scheme and the Trustee consents to the appointment

THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this Agreement:-
"Individuals Fund" means the whole or that part of the assets comprising the funds of the Members arrangements under the Scheme upon which the Member has appointed the Investment Advisor to advise
"Instructions" mean instructions given by the Investment Advisor pursuant to Clause 2 of this Agreement
2. The appointment of the Investment Advisor as advisor to the Member and the consent of the Trustee to that appointment is hereby confirmed. The Investment Advisor agrees to the terms and conditions of this Agreement and the Trustee agrees to accept the instructions of the Investment Advisor on the purchase acquisition sale realisation transfer and transposition of the assets comprising the Individuals Fund subject to the following conditions:-
 - (a)
 - (i) the Trustee shall have power to require the Instructions to be in written form including facsimile transmission
 - (ii) the Trustee shall have the power to require the Instructions to be given to a person other than the Trustee
 - (b) the Trustee shall be entitled to refuse to carry out the Instructions if in its opinion:-
 - (i) by carrying out the Instructions the registration of the Scheme under the Finance Act 2004 would be prejudiced
 - (ii) the Instructions require it to purchase or acquire investments which are unauthorised payments given the meaning by Section 160 Finance Act 2004
 - (iii) the necessary specialist professional advice has not been obtained in relation to any proposed investment in property

3. (a) The Trustee shall be entitled to accept the Instructions until such time as it receives written notice from the Member or the Investment Advisor of the termination of this Agreement and the period of notice has expired. The Agreement may be terminated by the Trustee or the Investment Advisor or the Member by giving seven days written notice of termination to the other parties
- (b) Notwithstanding sub-clause (a) above the Trustee or the Investment Advisor or the Member shall be entitled to terminate the Agreement immediately if
 - (i) an insolvency practitioner or the official receiver starts to act in relation to either the Trustee or the Investment Advisor or
 - (ii) there is a material breach by any party of the terms and conditions of this Agreement
4. Except in relation to the provisions relating to the termination of the Agreement the Trustee shall be entitled to appoint agents or nominees or custodians to act on its behalf and to hold assets on its behalf and in particular but without prejudice to the generality of the foregoing the Trustee may appoint an Investment Administrator to carry out the Instructions and any notice receipt instruction request data information or evidence given made or furnished in exercise of their functions under the Scheme by any agent nominee or custodian so appointed shall be as effectual as if the same were given made or furnished by the Trustee until such time as the Trustee terminates the said appointment
5. The Trustee shall not be responsible under this Agreement for the selection or performance of the investments nor shall it be liable in any way for a loss in value of any investment
6. The remuneration of the Investment Advisor shall be a matter for agreement between the Investment Advisor and the Member. The Trustee shall not be liable in any way for the remuneration of nor any costs or expenses incurred by the Investment Advisor in relation to this Agreement
7. The Investment Advisor in giving the Instructions shall have due regard for the necessity to ensure that the assets comprising the Individuals Fund have sufficient liquidity to meet the Trustees fees and the charges and expenses of dealing with and maintaining the said assets
8. This Agreement shall be construed in accordance with and governed by English Law
9. This Agreement shall be deemed to include and be construed in conjunction with any Terms of Business Letter, Discretionary Client Agreement and Regulatory Information Letter (as applicable) between the Investment Advisor and the Member

Signed _____
authorised signatory for the Trustee

Signed _____
authorised signatory for the Investment Advisor

Signed _____
the Member