

# Alltrust Terms & Conditions of Business

These Terms and Conditions will govern the basis on which We, Alltrust Services Limited, (**Alltrust, We, Us**) provide Services to You (**Client, You, Your**) and will be deemed to have been agreed by You by Your acceptance of any of the Services. We contract on the basis of these Terms and Conditions only, and acceptance by Us of any instructions from You shall be upon such Terms and Conditions and shall override any other terms and conditions stipulated or incorporated by You in Your instructions or any negotiations, unless expressly agreed in writing by Us.

You may complete an application for Us to provide services to You, and a product such as a self-invested personal pension (SIPP), a small self-administered scheme (SSAS), A Family Partnership Trust (FPT) or an exempt property unit trust (EPUT). In each case the type of product or service We will provide will be set out in communications between You and Us at the outset of our relationship.

Please note that You are contracting with Alltrust Services Limited (Alltrust). We are authorised by the Financial Conduct Authority to, amongst other things, operate personal pensions schemes and arrange transactions in investments. You can find further details about the activities we are permitted to undertake on the Financial Conduct Authority's Financial Services Register, Our firm reference number is 461966.

A copy of these Terms and Conditions shall be sent by email to You at the beginning of Our relationship. In addition, a current copy of these Terms and Conditions will be made available on Our website [www.Alltrust.co.uk](http://www.Alltrust.co.uk). For those with access to Our online portal, a current copy of the Terms and Conditions will also be available through the portal.

Alltrust may from time to time take the view that it should vary these Terms and Conditions. Where a variation is made in order to comply with Law or where the variation is to the Client's benefit then the variation shall have immediate effect. In all other cases the variation will take effect 30 days after the varied Terms and Conditions are published on Our website.

## 1. Definitions & Interpretation

### 1.1 Definitions

In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

- Beneficiary means where the Managed Entity is a pension scheme, any member or other person entitled (actually or contingently) to benefits under the scheme; where the Managed Entity is a trust, any person entitled (actually or contingently) to benefits under the trust.
- FOS means the Financial Ombudsman Services established, usually referred to as the FOS
- Client any person or persons instructing Us, where properly authorised to do so, to provide Services in relation to a Managed Entity and, in the case of an individual, includes his heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors and assigns. References in these Terms and Conditions to "You" and "yours" refer to the Client.
- Data Protection Legislation The Data Protection Regulations, 2023 as amended from time to time and all ordinances and regulations made thereunder including any equivalent provisions in subsequently enacted legislation
- Employees all directors, officers, employees, consultants and agents of Us, including all directors, officers, employees, administrators, consultants or agents of Alltrust or any of its Associated Companies
- Law the regulation of relevant financial services product and service providers by the Financial Conduct Authority which may be amended from time to time including any equivalent provisions in subsequently enacted legislation.
- Managed Entity any pension or retirement scheme or other vehicle for the provision of employee benefits, or other person in respect of which Services are provided.
- Alltrust Alltrust Services Limited, a company with limited liability registered in England and Wales with registered number 05365396 whose registered office is at 1st Floor Warner House, 123 Castle Street, Salisbury, England, SP1 3TB. Alltrust are part of UAP Limited / The UAP Group Limited. References in these Terms and Conditions to "we", "Us" or "Our" refer to UAP.
- Proper Instruction instructions in respect of any of the matters referred to in this agreement, given or purported to be given by:
  - i. prior to the establishment of any Managed Entity, the Client, thereafter;
  - ii. if Alltrust acts as director, trustee or partner of a Managed Entity, the Client, otherwise;
  - iii. any of the directors, trustees, or partners of the Managed Entity; or
  - iv. the secretary of the Managed Entity; or
- Associated Company means Alltrust's (direct and indirect) holding companies and subsidiaries and any other company which has directly or indirectly a common shareholder with Alltrust.
- Business Day any day on which banks are open in England and Wales (which for the avoidance of any doubt does not include any Saturday, Sunday or any bank holiday or any public holiday).

- v. such persons as the Managed Entity has authorised to give the particular class of instruction in question. The Managed Entity will notify Alltrust in writing of the names and addresses of the persons authorised to give instructions. Such notice in writing will be conclusive evidence of a person's authority to give instructions, until Alltrust is provided with written notice to the contrary, without limitation to the means by which instructions may be given, instructions may be given by letter, fax, email or any means of electronic transmission in readable form in accordance with the Terms and Conditions
- Services all services carried out or performed for or on behalf of, in connection with (whether before or after its establishment) any Managed Entity by Us or any employee of Alltrust (including without limitation the provision of trustees, directors and shareholders and the administration of such Managed Entity) and includes our provision of financial services products.

## 1.2 Interpretation

- 1.2.1 Headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.2.2 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- 1.2.3 Unless the context otherwise requires, words (including definitions) denoting the masculine gender only shall include the feminine or neuter and vice versa.
- 1.2.4 References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as respectively replaced, amended, extended, or consolidated.
- 1.2.5 References to Alltrust or the Client shall include a reference to any successor company and permitted assigns.
- 1.2.6 The expression "person" shall be construed to include references to any person, firm, company, partnership, corporation or any agency of it or any other entity.

## 2. Costs, Fees & Disbursements

### 2.1 Fees

- 2.1.1 We believe that fees for Our Services should be fair and reasonable having regard to all the circumstances and that the Service should provide fair value. Unless a fixed fee is agreed, the circumstances which may affect the level of fees include the following, the:

2.1.1 time spent on the matter;

- 2.1.2 monetary amount involved;
- 2.1.1.3 level of complexity of the matter;
- 2.1.1.4 the obligations we are under as a result of Law;
- 2.1.1.5 number and length of documents;
- 2.1.1.6 place and time of day at which the work was carried out; and
- 2.1.1.7 the benefits to be provided to You or which You may expect and the quality of the service being provided.

- 2.1.2 Time spent on a matter is recorded by all of Our employees.
- 2.1.3. The director responsible for Your work will always be willing to discuss the basis for charging a particular matter, which may involve a fixed fee or be on any other basis that will be agreed with You at the outset. A fee schedule may be produced at the outset of the matter setting out the basis for charging. We may increase Our charges from time to time but only upon giving You reasonable notice of such increase and Our determining that such revised fee continues to provide fair value to You.
- 2.1.4. Where an estimate of fees is requested and given, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work or transaction, unless specifically confirmed in writing as such by Alltrust.
- 2.1.5. Annual fees are billed annually and in advance if we consider that to be fair.

### 2.2 Interim Billing

Unless we agree to the contrary in writing, we will render regular interim invoices at such times as may be specified in relation to Your particular matter at the outset. Fees for certain services are subject to an annual minimum, which, if applicable, will be disclosed to You at the outset of any matter. Should the total work necessary in any calendar year outweigh any advance billing, we reserve the right to invoice any additional fees in arrears and will normally do so on a monthly basis.

### 2.3 Disbursements

- 2.3.1. Disbursements, as these are incurred, shall be settled directly by You. Depending upon the matter in question we may request a payment on account of future costs to be incurred.
- 2.3.2. Disbursements may include, but are not limited to, filing fees, court fees, registration fees, document taxes, courier fees and publication costs. Sundry disbursements will include

post, telephone, fax and other disbursements recharged quarterly as per Our scale of fees

- 2.3.3. The fees of any lawyers (English law or otherwise) or other advisors instructed by Us on Your behalf may either be included as disbursements in Our invoice or, if not, You will be responsible for the settlement of such fees directly with such counsel and/or advisors.

## 2.3 General

- 2.4.1. Value Added Tax (VAT) will be applied to all Our fees and charges if required by Law.
- 2.4.2. In the event that You or we terminate Our appointment, or for any reason the business does not proceed to completion, we shall be entitled to charge for any disbursements incurred and time spent prior to termination taking effect and any other disbursements incurred or time spent (whether incurred before or after termination taking effect) in dealing with the business and a termination fee.

## 2.5 Payment

- 2.5.1. All sums invoiced shall become due and payable 30 days from the invoice date. Interest at a rate of 2.5% above the bank of England base rate, per calendar month may be charged at Our discretion, on unpaid invoices that have become due for payment.
- 2.5.2. Should You have any queries regarding Your account once an invoice has been rendered for payment, You should discuss this further with Us.

## 3. Client's Monies

- 3.1. As a general rule, we will assist all Managed Entities in setting up their own bank accounts over which we will have control of day-to-day transactions. In the case of multi-member pension schemes, each scheme will have its own account in which members' funds will be held.
- 3.2. Until such time as a dedicated account is opened in accordance with Clause 3.1, funds may be held in a pooled Client Money Bank Account with other clients' funds. Your individual entitlement will be clearly identified in our internal records.
- 3.3. We hold Client Money in a Client Money Bank Account at one or more bank(s) approved by the FCA/PRA. These accounts are separate from Alltrust's own corporate bank accounts. Client Money is held by us as trustee under a statutory trust, meaning it is protected from our creditors in the event of our insolvency.

- 3.4. We reserve the right to pay any fees and disbursements which are due for payment from monies held in your account. Any such withdrawal will be conducted in strict accordance with FCA CASS rules regarding the transfer of client money to the firm to settle a due and payable debt.
- 3.5. Interest will be split and allocated between Alltrust and money held in Your account where it is received from the clearing bank.
- 3.6. For minimum cash balance requirements, refer to your Member Booklet for more information.

## 4. Complaints Procedure

Alltrust maintains a complaints procedure, full details of which are available upon request. If You have an issue which You would like Us to investigate, You should contact Us as follows:

In writing:

Alltrust Services Limited, 1st Floor Warner House, 123 Castle Street, Salisbury, UK, SP1 3TB.

By email: [complaints@alltrust.co.uk](mailto:complaints@alltrust.co.uk)

If, having followed through the complaint's procedure, Your concerns have not been resolved to Your satisfaction, You may be eligible to request that FOS considers Your complaint. Details of FOS together with information on whether or not You are an eligible complainant can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). You can also find the link to this through Alltrust's website [www.Alltrust.co.uk](http://www.Alltrust.co.uk).

## 5. Termination

- 5.1. You may terminate Your instructions to Us and this Agreement by giving Us at least 60 days' notice in writing at any time (although we may agree with You a shorter notice period) but we will be entitled to keep Your papers and documents while there is money outstanding to Us for Our fees, charges, expenses, and disbursements.
- 5.2. We may terminate this Agreement and Our Services with immediate effect, but upon written notice to You, if:
- 5.2.1. You fail to pay Us sums owed to Us after being told in writing that You should make such payments;
- 5.2.2. You commit a material breach of this Agreement and don't remedy it despite being asked to;
- 5.2.3. You are declared bankrupt or are otherwise unable to pay Your debts when they are due; or
- 5.2.4. You have committed or we believe will commit a financial crime or money laundering in connection with a Product provided by Us.

- 5.3. We may also terminate this Agreement and Our Services by giving You 60 days' written notice.
- 5.4. You will be responsible for all work in progress, fees and disbursements up to the date of termination and for any costs and disbursements reasonably incurred in connection with the transfer of any work to another service provider.
- 5.5. In the event of termination, Alltrust may make such retentions as it may require in respect of any actual or contingent liabilities.

## 6. Liability

- 6.1. Neither We, any Associated Company nor any of Our Employees shall, in the absence of fraud, willful misconduct or gross negligence, be liable for any losses suffered or incurred by a Client, or a Managed Entity or any Beneficiary arising out of any act or omission on the part of Alltrust, any Associated Company or any Employees in connection with its and/or their respective duties in connection with the Services.
- 6.2. We shall not be liable where we have followed Your instructions and You shall indemnify Us and any Associated Company against any financial losses or legal liability We or they incur in respect of the investment assets held in a product at Your direction including tax charges we may incur due to unauthorised payments.
- 6.3. The provisions of this Clause 6 shall remain in full force and effect notwithstanding the termination of all or part of the Services or these Terms and Conditions.

## 7. Pension Specific Issues

- 7.1. Unless agreed otherwise, Alltrust will generally only set up and operate pension schemes that pay out pension benefits on a money purchase basis. This means that, because the lifespan of a member or any other Beneficiary of such a scheme and the investment performance of the assets are impossible to predict, once a member has started to draw down benefits from the scheme, and depending on the level of benefits paid, the assets may be exhausted before the death of the member, unless a member or a pension scheme has elected to purchase an annuity.

- 7.2. Where Alltrust or an Associated Company is the trustee in relation to a Managed Entity that is a pension scheme, under the terms of which the member or any other Beneficiary is responsible for making, reviewing or changing any investment decisions (excluding circumstances where this is a power of Alltrust which has been delegated to a such person), subject to the requirements of the pension scheme governing documentation and overriding legislation, Alltrust will have no responsibility whatsoever for reviewing, making or changing of investments (except in limited circumstances which may be specified) and such pension may only be available to any Client on the basis that the person holding the investment power disclaims Alltrust from all liability in relation to such arrangement.

- 7.3. Where Alltrust or an Associated Company is the trustee in relation to a Managed Entity that is a pension scheme under the terms of which the trustee is responsible for the investment management of the assets, we may where permitted by the scheme documentation delegate the investment powers to an investment manager we consider suitable to manage the investments. In that case, except to the extent provided in the scheme documentation or overriding law, the Trustee will have no liability in relation to acts or omissions of the investment manager.

## 8. Communication

- 8.1. We operate an online portal and, where applicable, a Client or any other relevant individual will be given access to their personal information via this portal. For example, where Alltrust or an Associated Company provides trustee Services in relation to a Managed Entity that is a pension scheme, unless agreed otherwise, each member will be given access to their own dedicated pages on this site with information relating to their benefits under the pension scheme. For those who inform Us that they prefer to receive this information by regular statements by post, alternative arrangements will be made at a cost to the member. By instructing Us, unless it specifies otherwise, the member will be deemed to have agreed to this approach.

- 8.2. We will otherwise communicate with You by way of letter, email, telephone or any combination of the above at the address or number last given to Us by You in communication generally. We assume that You are willing to receive all general correspondence sent via email. We will not be obliged to follow any specific additional confidentiality requirements You may have, such as a requirement for encrypted emails, unless You formally notify Us in writing of this requirement. The cost of setting up any encryption facility on Our system may be added as a disbursement at Our discretion.
- 8.3. Should You not wish Us to communicate with You via any particular method, You must instruct Us accordingly.
- 8.4. To assist in training and in the interests of security, Alltrust may without prior warning monitor and/or record all telephone calls with Us. Such recordings shall be and remain the sole property of Alltrust and Alltrust shall have the authority to deliver copies or transcripts of such recordings to any court, tribunal, arbitrator or regulatory authority of competent jurisdiction as it sees fit. Alltrust shall be entitled to destroy such recordings at its sole discretion.

## 9. Storage of Client Documents

- 9.1. After the completion of any matter, We are entitled to retain all papers and documents which have come into existence in the course of Our acting for You until all fees and disbursements have been settled in full, or as required by law.
- 9.2. Thereafter, We will keep all documents, correspondence, memoranda, and notes which have been created in the course of the instruction for such period as We consider appropriate. During this period, We reserve the right, but have no obligation, to make electronic copies of any such documents, correspondence, memoranda, and notes, we reserve the right to destroy hard copies and store the remainder for filing electronically. After the period of continued retention (whether in electronic form or otherwise) of such documents, correspondence, memoranda, and notes we have the right to destroy all such files unless You have requested in writing to the contrary at, or prior to, the conclusion of any matter in question. In accepting these Terms and Conditions You consent to the destruction of such files
- 9.3. Should We need to retrieve files from storage, either in relation to new instructions to act for You (where the archived files are relevant) or where You have asked Us to retrieve specific documents or papers, We reserve the right to charge for such services.

## 10. Copyright etc

- 10.1. All correspondence, file, and records (other than statutory corporate records) and all information and data held by Us on any computer system is the sole property of Alltrust for Our own use and You acknowledge that You have no right of access or control over such information.
- 10.2. Our website ([www.Alltrust.co.uk](http://www.Alltrust.co.uk)) together with any linked websites and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in this website. We do not guarantee that documents or files within this website are virusfree. Alltrust has tried to ensure that the contents and information it provides on its website is accurate at the time of posting. Unfortunately, it cannot guarantee the accuracy of contents or information contained in its pages and any person using information contained in them does so entirely at their own risk. Alltrust reserves the right to make changes without notice. All text, images and other content on this website is copyright of Alltrust unless explicitly stated

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## 11. Data Protection

- 11.1. Alltrust shall process personal data in accordance with the Data Protection Legislation.
- 11.2. By instructing Alltrust, the Client agrees that Alltrust will as data controller and/or data processor, hold and process, whether electronically or manually or otherwise, any information (including personal data and sensitive personal data) about the Client and, where relevant, other persons, provided to Alltrust by the Client.

- 11.3. The Client confirms that all data about third parties provided by the Client has been collected and transferred to Alltrust in accordance with Data Protection Legislation and agrees to provide such reasonable assistance as required from time to time for Alltrust to fulfill its obligations under Data Protection Legislation with respect to the data of third parties provided by the Client.
- 11.4. Alltrust in the course of performing the Services may provide such information relating to the Beneficiaries or the Managed Entity as it deems to be in the best interests of its Client, the Managed Entity or its Beneficiaries, to third party financial institutions at which the Managed Entity maintains or opens (or wishes to maintain or open) an account and to other service providers with which the Managed Entity has (or wishes to have) a relationship in accordance with such institutions or service provider's due diligence requirements.
- 11.5. Alltrust may, subject to the requirements of the Data Protection Regulation, transfer and/or grant access to information about any Managed Entities, the Client or third parties (where that information was provided to the Client) to its agents and/or delegates for purposes connected with the administration of the Managed Entity.
- 11.6. Alltrust may be obliged to give evidence and information to courts or tax, regulatory or other authorities in connection with the Beneficiaries or any Managed Entity. Disclosure will not normally be made to third parties other than as described above unless required by law, a court order or any requirement under Data Protection Regulation or other applicable regulations or where failure to make such disclosure would, in the opinion of Alltrust, be prejudicial to Alltrust, its Client, the Managed Entity or its Beneficiaries.
- 11.7. Alltrust may charge a reasonable fee for time spent and disbursements incurred responding to third party subject access requests under Data Protection Legislation which may be reasonably attributed to You, Our Services to You or matters relating to You.
- 11.8. The Client acknowledges having read the Privacy Statement on the website of Alltrust at [www.Alltrust.co.uk](http://www.Alltrust.co.uk).

## 12. Disclosure

- 12.1. We shall not divulge or use for Our own benefit any confidential information which we may obtain in relation to Your affairs, except where required in the proper discharge of Our duties under these Terms and Conditions or to any person to whom it has properly delegated any of its functions to enable them to perform their duties diligently and properly.
- 12.2. Notwithstanding the provisions set out in the Clause above, we may disclose information which would otherwise be confidential if, and to the extent that it is:
- 12.2.1. Required by Law;
- 12.2.2. Required or reasonably requested by any securities exchange, listing authority or regulatory or governmental body to which either party is subject or submits, wherever situated whether or not the requirement of the information has the force of law;
- 12.2.3. Disclosed to Your/Our professional advisers, auditors and bankers;
- 12.2.4. Information which has come into the public domain through no fault of either party, where such information as was in the party's possession prior to the date it was obtained in connection with the Services rendered under these Terms and Conditions, or where such information was obtained or independently developed by the party on a non-confidential basis (as long as the party does not know or have reason to know of any breach by such source of any confidentiality obligations with respect to its).
- 12.2.5. Where the Client has expressly consented to Alltrust making such disclosure, or where Alltrust deems it to be in the best interests of the Client, the Managed Entity or its Beneficiaries, or where failure to make such disclosure would, in the opinion of Alltrust, be prejudicial to Alltrust, the Beneficiaries, the Managed Entity or the Client.
- 12.3. Alltrust will disclose information when requested by any tax authority when required by Law to do so, without prior consent or knowledge of the person or entity concerned.

## 13. Acceptance & Client Due Diligence

- 13.1. Alltrust is subject to England and Wales anti-money laundering legislation and legislation to counter the financing of terrorism and as such will not transact business for a Managed Entity until such time as its client acceptance procedures as may be in force from time to time, have been completed to its satisfaction.

- 13.2. Alltrust reserves the right to terminate the relationship (and any Administration Agreement or other agreement) between Alltrust and any Managed Entity if its client acceptance procedures or due diligence requirements have not been completed or are not maintained to the satisfaction of Alltrust within a reasonable period from the date of request by Alltrust for any documents or information required in terms of its client acceptance and due diligence procedures.
- 13.3. In the event that the relationship between Alltrust and any Managed Entity is so terminated in accordance with this clause, any funds (after the retention by Alltrust of its fees due or outstanding at the date thereof and all expenses and liabilities properly incurred in the provision of the Services) which may be held at the date of such termination shall be returned only to an account with a regulated financial services institution held by such institution in the name of the Client or if the Client is deceased to his or her estate or if the Managed Entity is a trust to an acceptable successor trustee or to the Beneficiaries, as appropriate and at the discretion of Alltrust.
- 13.4. On receipt of any monies, from time to time, from or on behalf of any Managed Entity, Alltrust must be satisfied as to the propriety of the source of such funds and will not accept funds unless so satisfied

## 14. Taxation

- 14.1. We do not advise on any taxation issues relating to the individual matters under English and Welsh law or otherwise. Furthermore, We may request to be provided with a copy of any tax advice received by You that is relevant to a Service or Product we have provided, and You shall be obliged to disclose such advice to Us, provided always we have a legitimate reason for requesting such advice.

## 15. Advice

- 15.1. We shall not provide You with any legal, financial, pension or business advice of any nature whatsoever.
- 15.2. Alltrust reserves the right not to act in accordance with any Proper Instruction where to do so would result in a breach by Alltrust or any Managed Entity of any Law. We are under no obligation to act in accordance with any advice You have received where we reasonably believe that it would not be appropriate to do so having regard to Law.

## 16. Force Majeure

Alltrust shall have no liability for any failure or delay in the performance of its obligations hereunder or the provision of the Services or for loss or damage of whatever kind and wherever occurring resulting from factors over which it has no control including, but without limitation, acts of God, acts of civil or military authority or governmental acts, earthquakes, fires, storms, tempests, floods, terrorist acts, wars, civil or military disturbances, sabotage, epidemics, riots, accidents, labour disputes, strikes, industrial action, loss or malfunction of utilities, computers (hardware or software) or communication services, errors, omissions, distortions, disease/pandemics, interruptions and/or delays in transmissions or delivery of post or communications in any medium or format howsoever caused or for loss or damage of whatever kind and wherever occurring outside of Alltrust's control.

## 17. Partial Invalidity

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of these Terms and Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired by it.

## 18. Joint & Several Liability

Where the Client comprises more than one person:

- 18.1.1. Each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
- 18.1.2. The obligations of the Client in connection with the transaction shall be joint and several.

## 19. Arbitration

- 19.1. Both Alltrust and the Client shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising from or in connection with these Terms and Conditions.
- 19.2. Either party may elect to submit any dispute between the parties arising from or in connection with this agreement and which is not settled by agreement in writing between the parties within thirty days after it arises to arbitration in accordance with the arbitration rules of the London Court of International Arbitration ("Rules") as in effect on the date of this agreement. If one party so elects to submit any dispute to arbitration, the other party will be bound by this election.
- 19.3. Any such arbitration shall be conducted:

- 19.3.1. In England in the English language;
- 19.3.2. In accordance with the Rules; and
- 19.3.3. By a single arbitrator to be agreed between the parties or, failing such agreement within thirty days of the election to submit the relevant dispute to arbitration in accordance with this clause, by a single arbitrator appointed by the president for the time being of the London Court of International Arbitration.

## 20. Commissions etc

- 20.1. Generally, Alltrust may receive or retain for its own use any retrocessions, interest, commissions, payments, benefit or profit.
- 20.2. In exceptional circumstances, Alltrust may receive and retain underlying trail fees in lieu of charges for services. Where this is the case, the basis of the fee calculation and the monetary amount will be advised annually. Further, for those with portal access, in accordance with clause 10.1 of these terms, this information may be located on the portal.

## 21. Intellectual Property

Subject to any proprietary or other rights by virtue of any regulatory requirements or laws that a Managed Entity may have regarding information or data supplied to Alltrust in connection with the performance of Services, all correspondence, files and other records and all information and data held by Alltrust on any computer system is the sole property of Alltrust for its sole use, and neither the Managed Entity nor any client shall have the right of access or control in relation to the same.

## 22. Third Party Rights

Except as expressly provided, these Terms and Conditions shall not create or give rise to any rights to any third party, and no third party shall have the right to enforce or rely on any provision of these Terms and Conditions.

## 23. Financial Instructions

All financial transactions take place on business days only. Our banking and dealing cut-off time for instructions is 12 noon, and no transaction request received after this time will be processed until the next working day.

## 24. Professional Advice

For the avoidance of doubt, the Terms and Conditions set out herein do not in any way constitute any professional advice (such as legal, investment or tax advice), and Alltrust is not and will not provide any such advice under any circumstances. The client should seek their own independent professional advice.

## 25. Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the English courts shall have exclusive jurisdiction regarding any dispute arising in respect thereof.

## Additional notes and important information

Alltrust requires members to obtain regulated financial advice for certain pension transactions, including but not limited to benefit crystallisation, the transfer of pensions into or out of your Alltrust pension, and the transfer or purchase of non-standard investments, unless the member has been formally assessed and accepted as a Knowledgeable Investor by Alltrust.

Where advice is required, it must be provided by a suitably qualified and regulated financial adviser. That adviser must have a signed agreement with us, except in the case of transfers out, where they must simply hold the appropriate regulatory permissions. This requirement is in place to ensure decisions are made in the best interests of our members and in line with regulatory expectations.

Alltrust reserves the right to decline any instruction that does not meet this requirement.

Alltrust is the trading name of Alltrust Holdings Limited (registered in England number 05642425), Alltrust Services Limited (registered in England number 05365396), Alltrust SIPP Limited (registered in England number 05398985) and Alltrust SSAS Limited (registered in England number 07886449) with a registered address of Warner House, Suite 201, Castle Street, Salisbury, England, SP1 3TB. Alltrust Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) under FCA registration number 461966. SSAS and Trustee services are not regulated by the FCA.

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