

SIPP Property Management Resolution

Applicable to IPS SIPP, IPS (2008) SIPP, IPS Family SIPP,
IPS Pension Builder SIPP and Partnership SIPP



This resolution formalises the agreement between you and James Hay if you are acting as the property management agent. This is to reduce any risk of HM Revenue and Customs (HMRC) challenging anything that is undertaken by what they see as a connected party by evidencing that you are acting commercially in your duties.

Guidelines for completion

Please complete this resolution in BLOCK capitals and black ink.

Once completed please return to the Property Team, James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

If you require any assistance, please call the Property Team on 03333 205 861.

Resolution of the trustees of the SIPP for

1. At the direction of

Name of member

(hereafter called the "Member Trustee")

in relation to the [delete as appropriate] **IPS SIPP / IPS (2008) SIPP / IPS Family SIPP / IPS Pension Builder SIPP**
for the Member Trustee.

(hereafter called the "SIPP")

the trustees intend to invest cash held in the SIPP for the Member Trustee in a freehold/leasehold commercial property at:

Address
of property

	Postcode

(hereinafter called the "Property")

2. Investment powers and duties in relation to managing investments, including the Property, can be delegated by the trustees of the SIPP to another person in accordance with the rules of the pension scheme that the SIPP is part of. In relation to the management of the Property these investment powers and duties are hereby delegated by the trustees of the SIPP to the Member Trustee.
3. In addition to any indemnities conferred on them by law or under the documentation relating to the SIPP, none of the James Hay Partnership companies acting in relation to the SIPP in their capacity as provider, scheme trustee and scheme administrator ("James Hay Partnership") are liable for any act or omission (including the act of delegation or sub-delegation) of the Member Trustee or his/her advisers or their representatives in relation to the exercise of the powers referred to in Clause 2 above.
4. The Member Trustee hereby indemnifies James Hay Partnership against any claims, costs, actions or demands in relation to the exercise of these delegated powers and duties by the Member Trustee.
5. The Member Trustee confirms that he/she will ensure that from the time the Property is purchased and on an ongoing basis that the requirements of the law and property regulations in the jurisdiction in which the Property is situated are complied with at all times.
6. The Member Trustee hereby indemnifies James Hay Partnership against any claims, costs, actions or demands in relation to the legal, environmental, health, safety and taxation requirements affecting the Property and arising in the jurisdiction in which the Property is situated.
7. The Member Trustee confirms that he/she will not in any event claim or argue that James Hay Partnership is responsible for the payment of any unauthorised payment charge, unauthorised payment surcharge, scheme sanction charge or other tax charge or penalty imposed by HMRC in connection with the purchase or ownership of the Property. In the event that a scheme sanction charge becomes payable by James Hay Partnership in its capacity as scheme administrator of the SIPP, and there are insufficient funds within the Member Trustee's SIPP to meet the scheme sanction charge, the Member Trustee agrees to reimburse James Hay Partnership on demand against any such scheme sanction charge incurred, as a debt.

Resolution of the trustees of the SIPP for

8. The Member Trustee will at all times ensure that the Property is managed in accordance with good commercial estate management practice.
9. The Member Trustee accepts responsibility for:
 - a) Rent collection in respect of any letting of the Property to an occupational tenant ("the Lease"), ensuring rents are collected expediently and in a timely fashion and in accordance with any requirements set by James Hay Partnership.
 - b) Collection of any other sums due under the terms of the Lease, such as insurance and service charge (where applicable), ensuring such sums are collected expediently and in a timely fashion and in accordance with any requirements set by James Hay Partnership.
 - c) Monthly VAT return to HMRC (where applicable) and providing a copy to James Hay Partnership.
 - d) Property inspections at intervals of no longer than one year.
 - e) Responding to all tenant queries and ensuring compliance with landlord's covenants in the Lease where appropriate.
 - f) Arranging periodic property valuations by a valuer who is a member of the Royal Institute of Chartered Surveyors in accordance with 'Red Book' instructions on due dates to comply with James Hay Partnership's requirements and as a minimum every 5 years.
 - g) Ensuring all Lease events, such as rent review, lease expiry, etc, are recorded and managed commercially and in accordance with property law and the provisions of the Lease documentation.
 - h) Liaising with the lender (in relation to any mortgage) and all third party suppliers and ensuring that sufficient funds are held in the fund to enable all payments due to third parties to be made in a timely fashion.
 - i) If the Property is held on a long lease, ensuring compliance with tenant covenants within that lease.
 - j) During tenant voids:
 - i) managing the vacant Property in line with insurers' requirements;
 - ii) liaising with James Hay Partnership to arrange payment of outgoing costs such as security costs and vacant rates;
 - iii) taking meter readings and reporting the same to utilities companies;
 - iv) liaising with the relevant Local Authority in relation to all rates payments/obligations.
 - k) Identifying an appropriate tenant and agreeing terms for letting particularly in accordance with HMRC requirements where the proposed tenant is connected with any member.
 - l) Completion of a yearly property return to James Hay Partnership to provide information on the following:
 - i) rent received;
 - ii) lease information and changes;
 - iii) condition of property and tenant house keeping;
 - iv) insurance risk information and insurance premium collection.
10. The Member Trustee agrees and accepts that the liability of James Hay Partnership in connection with the purchase and ownership of the Property shall at all times be limited to the extent of the assets of the Member Trustee's SIPP.
11. The Member Trustee agrees that in the event that the Member Trustee and/or their representatives cause a material breach of any of their responsibilities as outlined in Clause 9 above in the reasonable opinion of James Hay Partnership and having been served with 28 days notice in which to rectify the breach have failed to do so, then James Hay Partnership will appoint an appropriately qualified person or persons to carry out all tasks relating to the management of the Property that had been delegated to the Member in accordance with this Property Management Resolution. The Member Trustee agrees that the cost of such work and increased James Hay Partnership's fees will be charged to the Member Trustee's SIPP and in accordance with the charges schedule that applies to the SIPP.
12. The Member Trustee hereby confirms that the James Hay Property Guidance Notes have been read and accepted by the Member Trustee and that James Hay Partnership will be informed in writing beforehand in respect of any intention to grant a new Lease and/or, any change in tenant, occupier or use of the Property or any proposed works to the Property.
13. The Member Trustee hereby confirms that he/she has not received any advice from James Hay Partnership in respect of the purchase or management of the Property and that he/she has had the opportunity to take his/her own independent legal and/or financial advice.

Signed by Member Trustee

Print name

Date

Signed by Member Trustee

Print name

Date

Signed by Member Trustee

Print name

Date

Signed for and on behalf of

James Hay Partnership Trustee Company Name

Authorised Signatory

Date

Authorised Signatory

Date

We are able to provide literature in alternative formats. For a Braille, large print or audio version of this document call us on 03455 212 414 (or via the Typetalk service on 18001 03455 212 414).

James Hay Partnership is the trading name of James Hay Services Limited (JHS) (registered in Jersey number 77318); IPS Pensions Limited (IPS) (registered in England number 2601833); James Hay Administration Company Limited (JHAC) (registered in England number 4068398); James Hay Pension Trustees Limited (JHPT) (registered in England number 1435887); James Hay Wrap Managers Limited (JHWM) (registered in England number 4773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England number 7259308); PAL Trustees Limited (PAL) (registered in England number 1666419); Santhouse Pensioner Trustee Company Limited (SPTCL) (registered in England number 1670940); Sarum Trustees Limited (SarumTL) (registered in England number 1003681); Sealgrove Trustees Limited (STL) (registered in England number 1444964); The IPS Partnership Plc (IPS Plc) (registered in England number 1458445); Union Pension Trustees Limited (UPT) (registered in England number 2634371) and Union Pensions Trustees (London) Limited (UPTL) (registered in England number 1739546). JHS has its registered office at 2nd Floor, Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE1 1GH. IPS, JHAC, JHPT, JHWM, JHWNC, SPTCL, SarumTL, IPS Plc, PAL, STL, UPT and UPTL have their registered office at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. JHAC, JHWM, IPS and IPS Plc are authorised and regulated by the Financial Conduct Authority. The provision of Small Self Administered Schemes (SSAS) and trustee and/or administration services for SSAS are not regulated by the FCA. Therefore, IPS and IPS Plc are not regulated by the FCA in relation to these schemes or services. (04/19)