

## **FINANCIAL ADVISER TERMS OF BUSINESS**

***There are 2 ways of completing this Terms of Business application:***

- ***A single application by a firm for all its financial advisers.***
- ***An application by an individual adviser in your firm – other individual advisers would then complete separate applications.***

***Please complete the application form on page 4 of this Terms of Business in the way which is most suitable for your business.***

### **Introduction**

These Terms of Business set out the relationship between an FCA regulated Financial Adviser or Certified Adviser of a firm approved under the FCA New Accountability Regime ("the Financial Adviser") and Curtis Banks Ltd ("the Operator"), as operator of any Curtis Banks product ("the SIPP") and/or Pointon York SIPP Solutions as operator of any Pointon York product ("the SIPP") and/or Bridgewater as operator of The Pathfinder Pension ("the SIPP"). Pointon York and Bridgewater are divisions of Curtis Banks Ltd.

These terms do not oblige Curtis Banks Ltd, nor any division of, to accept business from the Financial Adviser, or to give any reasons for refusing to accept business.

### **Interpretation**

Where the context so admits, any reference to documentation and literature will include both copies in hard copy paper format and electronic soft copies.

The headings to clauses shall not form part of the Terms and Conditions and shall not affect the interpretation of any clause.

"Client" means a client of the Financial Adviser.

"Financial Adviser" means the person or firm making this application and, where the applicant is a firm, all individual financial advisers in that firm who are approved by the Financial Conduct Authority to carry out regulated activities or certified and approved by their firm under the New Accountability Regime.

### **The Relationship**

These legally binding Terms of Business shall apply on completion of the attached application form by the Financial Adviser and acceptance of the application by the Operator. The Operator shall have discretion in determining whether to accept an application.

The Financial Adviser is an agent of the Client when acting under these Terms of Business, advising on the sale of the SIPP and ongoing advice in relation to the SIPP.

The Operator shall communicate with the Client via the Financial Adviser in relation to the operation of the SIPP but reserves the right to communicate directly with the Client where required by legislation or otherwise necessary or appropriate.

These Terms of Business shall continue until such time as the Operator is notified that the Financial Adviser is no longer acting for the Client, and thereafter the Operator shall cease communicating with the Financial Adviser in relation to that Client. The Financial Adviser shall notify the Operator immediately it ceases to act for a Client.

Nothing in these Terms of Business shall operate to create a partnership, joint venture or employment contract between the Operator and the Financial Adviser, or to oblige the Operator to accept business from the Financial Adviser.

### **Undertakings**

The Financial Adviser confirms that it is authorised by the Financial Conduct Authority in relation to the sale of the SIPP and all advice given by the Financial Adviser in relation to the SIPP, and will maintain all authorisations, permissions, authorities, licences and skills necessary for it to carry out its activities under this relationship, and will act honestly and professionally and in all respects comply with all rules and regulations applicable to it. The Financial Adviser will advise the Operator immediately of any change in regulatory status.

Where the firm has certified and approved their financial advisers, the firm agree to advise immediately should any financial adviser no longer be fit and proper.

The Financial Adviser agrees to be bound by the Terms of Business and all the terms and conditions of the SIPP, including the Curtis Banks product, the Pointon York product and the Pathfinder Pension Terms and Conditions.

The Financial Adviser will ensure that it and its Clients will have copies of (or ready access to) all the terms and conditions as updated from time to time.

The Financial Adviser will, in a timely manner and without amendment, pass on to the Client any documentation or information supplied by the Operator and vice versa. The Financial Adviser shall comply with all administrative arrangements communicated to it by the Operator in connection with the operation of the SIPP.

The Financial Adviser will issue all necessary documentation to the Client in relation to the sale of the SIPP, including a Key Features Illustration, on behalf of the Operator.

The Financial Adviser will use reasonable endeavours to ensure that all information supplied to it by the Client in relation to the SIPP is accurate. The Financial Adviser will notify the Operator promptly if it becomes aware that any material information is incorrect or has changed.

The Financial Adviser will comply with all requirements, whether statutory or in accordance with the reasonable expectations of the Operator, relating to prevention of money laundering.

Where considered necessary or appropriate, or required to do so by legislation, communications can be sent directly to clients with regard to their SIPP products.

Where notified in writing that the Financial Adviser has ceased acting for a client, all communications with the Financial Adviser in relation to that client will cease.

### **Indemnity**

The Financial Adviser shall indemnify the Operator against any loss (including any reasonable costs) incurred directly by the Operator as a result of the Financial Adviser acting beyond its authority or otherwise failing to comply with these Terms of Business. Should the relationship between the Operator and the Financial Adviser terminate under these Terms of Business, this indemnity will continue beyond the termination of the relationship.

### **Adviser Charges**

The Financial Adviser undertakes to have an adviser charging agreement in place with the client, in respect of any adviser charges payable by the Operator to the Financial Adviser from the SIPP. This agreement will comply with all regulatory requirements applicable to adviser charging from 1 January 2013. In particular, it will set out full details of the adviser charging structure, including the services provided (including ongoing services), total charges, frequency of charges and cancellation terms.

All adviser charges paid by the Operator to the Financial Adviser must be validated by written instructions from the Client to the Operator, and are subject to the availability of sufficient funds within the SIPP bank account.

The Operator reserves the right not to pay Adviser charges if any fees are outstanding to the operator by the Client for the administration of the product.

Adviser charging will only be facilitated where the charge relates specifically to the product and/or underlying investments.

### **Records**

The Operator and the Financial Adviser shall respect the confidentiality of the respective business of the other and comply with all relevant data protection requirements.

The Financial Adviser shall maintain the confidentiality and security of all data relating to its Clients including, but not limited to, any access codes, user IDs or similar given to it by the Operator to allow access to Client data on the website of the Operator.

Subject to the Financial Adviser's duty of confidentiality to its customers, the Operator may, on reasonable notice, inspect all documents or other property in the Financial Adviser's possession in relation to a Client at the Financial Adviser's offices during normal business hours.

### **Variation**

The Operator reserves the right to vary these Terms of Business subject to one month's notice in writing being given to the Financial Adviser, except in circumstances where changes in applicable laws or the rules of a relevant regulatory body or authority are required to take effect earlier than that date, in which event notice of variation will be given as soon as reasonably practical.

Unless due to legal or regulatory requirements, any change shall not affect the Operator's or Financial Adviser's accrued rights and obligations.

## **Termination**

The relationship shall be terminated by either party on giving one month's written notice to the other.

The relationship may be terminated with immediate effect by the Operator without liability on its part in the event of one or more of the following occurring, subject only to written notice of termination being given:

- any material breach by the Financial Adviser or any person or body for which it is responsible of any of the provisions of the terms of the relationship
- revocation or suspension of the Financial Adviser's authorisation by the Financial Conduct Authority, or permission or approval by any relevant body or governmental authority
- the Financial Adviser engaging in any act of wilful misconduct which in the opinion of the Operator is, or is likely to be, prejudicial to the interests of the Operator
- cessation or suspension of the Financial Adviser's business, or material litigation or reconstruction involving such business.

Any termination shall not affect the provisions of the relationship in so far as they relate to accrued rights and obligations.

On termination of the relationship, the Financial Adviser shall inter alia cease all promotion of the SIPP and return all materials and software which are the property of the Operator or its agents, including all marketing literature in the possession of the Financial Adviser, save to the extent required for legal, accounting or regulatory purposes.

## **Notices**

Any document or notice to be served by the Financial Adviser on the Operator shall be sent to its principal place of business, or such other address as is notified in writing to the Financial Adviser for the purpose. The service shall only be effective once acknowledged by the Operator. The Financial Adviser shall be entitled to demand such acknowledgement on actual receipt by the Operator of the document or notice. Alternatively, such service may be sent by fax to the Operator's usual fax number at such premises, subject to receipt being actually acknowledged on behalf of the Operator.

In the case of service by the Operator of any document or notice on the Financial Adviser, service shall be by the following means: pre-paid post to the principal place of business of the Financial Adviser as set out in the application by the Financial Adviser, or such other place as is later advised by the Financial Adviser in writing for the purpose (receipt by the Financial Adviser shall be deemed to have occurred 48 hours from the time of posting); on delivery by hand to the foregoing place for service; fax to the Financial Adviser's fax number given in the foregoing application, or such other fax number as is advised by the Financial Adviser in writing for the purpose or email to the Financial Adviser's email address, receipt by the Financial Adviser being deemed to have occurred when the transmission is shown as complete.

## **General**

The Financial Adviser may not assign, transfer or sub-contract its rights or obligations under these Terms of Business without the Operator's prior written consent.

These Terms of Business shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with them.

Any failure or delay by either party to exercise its rights under these Terms of Business shall not be construed as a waiver of any such rights, nor prejudice their enforcement in any way.

If any Court or other competent authority finds any of these Terms of Business to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, which shall remain in full force and effect.

These Terms of Business may be relied on only by the Operator and the Financial Adviser and are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other party.

These Terms of Business constitute the entire agreement between the parties and supersede all other communications, letters of intent, representations or warranties relating to the subject matter which may have been made prior to the date hereof and no other representations or warranties can be relied upon other than those set out in the relationship.

The Financial Adviser will indemnify the Operator against all losses, costs, damages or claims incurred as a result of: any failure by the Financial Adviser to comply with any Applicable Laws; or the inaccuracy of any information, statement or instruction given to the Operator by the Financial Adviser; or any breach by the Financial Adviser of any of these Terms.

### **Anti-bribery**

The parties undertake that they shall take a zero-tolerance approach to bribery and shall observe ethical standards in sourcing or introducing business and supplying or providing services.

The parties agree that neither they nor any associated person shall offer, promise or accept any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision.

The parties undertake that they shall take an open and transparent approach to charging fees and that the amount and nature of any fees they receive, shall be communicated in a way that is fair, clear and not misleading and the parties warrant and represent that they are familiar with and shall comply strictly with all laws and regulations on bribery, corruption and prohibited business practices including but not limited to the Bribery Act 2010.

### **Data Protection**

Both the Financial Adviser and the Operator will comply with the Data Protection Act 1998 ("the Act") and any regulations made under the Act in connection with these Terms.

The Financial Adviser consents to the Operator recording and monitoring emails.

The Financial Adviser agrees that the Operator will hold and use information relating to the Financial Adviser, its employees and consultants (which may include Personal Data for the purposes of the Act) for the purposes of setting up these terms and on-going administration and contact with the Financial Adviser.

The Financial Adviser agrees that the Operator may share such information with: appropriate regulatory authorities, including the FCA or as is required to be disclosed by any Applicable Laws; or any third parties with whom the Operator provides products and services to its clients and the Financial Adviser.

**APPLICATION BY FINANCIAL ADVISER**

Please read the note at the start of this Terms of Business and then complete this form and return it to :

For Curtis Banks products:

Curtis Banks Ltd  
 3 Temple Quay  
 Bristol  
 BS1 6DZ

For Pointon York or Bridgwater Trustees products:

Pointon York Ltd  
 Pointon York House  
 Welland Business Park  
 Valley Way  
 Market Harborough LE16 7PS

**Please also provide us with a copy of the Terms of Business you issue to clients, when returning this form.**

**This form can be completed on a global basis to cover all financial advisers within the firm or on an individual basis per financial adviser. If completed on a firm basis this form must be signed by a signatory of the company.**

**1 Details of Adviser**

Self Regulated (firm approved under FCA New Accountability Regime)  
 (Please tick as appropriate)

Yes  No

Full name of firm making this application

FCA authorisation number

Individual terms - Name of individual (if not making single application covering all advisers for the firm)

FCA individual authorisation number

Business address

  
  
  
  
  

Postcode

Telephone

Fax

Email

Directly authorised Yes  No

If no, name of principal/network

Details of advisers requiring system access

Name




Email address




Contact number

Details of advisers requiring system access *(continued)*

Name	Email address	Contact number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If direct email addresses are not provided, system access will not be granted or application approved.

Details of other parties within your organisation requiring system access  
*(i.e. paraplanners, administrators)*

Name	Email address	Contact number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If you need to add further advisers / parties, please continue on a separate sheet.

**Please confirm the following if the firm is self regulated:**

- The firm has certified their own advisers.
- The firm has performed the appropriate due diligence on their certified advisers.
- The firm has assessed certified advisers as fit and proper and have procedures in place to re-assess the fitness and propriety of them on an annual basis or from time to time.

Please outline due diligence applied during certification and approval process.

## 2 Business Model

Please confirm all advisers have the relevant qualifications, skills and experience to advise on the SIPP and associated investments

Please outline your processes for monitoring the quality of financial advice and any sign off processes adopted for SIPP business.

Please confirm any common investment strategy intended for SIPPs introduced to us (e.g. use of DFM, commercial property etc.)

Please confirm details of the fees you charge, both initial and annual (including details of typical fees as a percentage of the SIPP value or the typical cost of a SIPP if fees are calculated on a time cost basis). If possible please confirm the average SIPP value you expect to be introducing.

Have you ever had an agency refused or withdrawn, other than through a lack of business? If so please supply further details

### Details for fee payments

Name of bank for payments

Account name

Bank address

Sort code

Postcode

Account number

### Declaration

- I/we apply to enter into a business relationship with the Operator as a Financial Adviser
- I/we have read, agree to and have kept a copy of the foregoing Terms of Business for Financial Advisers
- I/we agree to the Operator making such searches and checks (including in relation to credit worthiness) on us as it sees fit.

**To be signed by the individual or firm making this application:**

**Name of applicant**

**Signature of applicant**

**Date**

**Contact number**

**Capacity**