

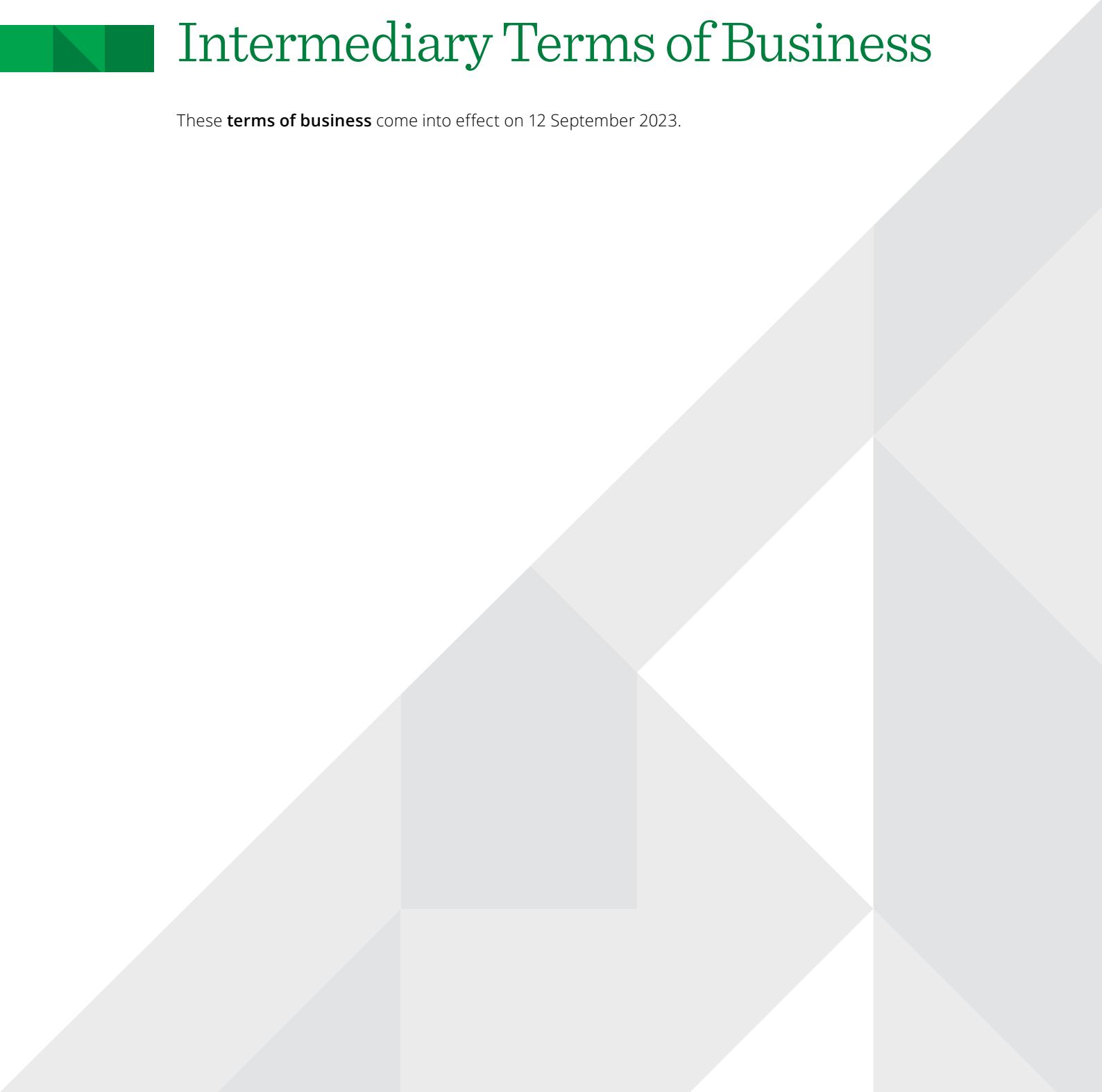
*For financial advisers only*

# Quilter



## Intermediary Terms of Business

These **terms of business** come into effect on 12 September 2023.








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These **terms of business** and the **guides** set out the basis of our relationship with you and replace any previous versions of the **terms**. These **terms of business** come into effect on 3 October 2022.

Words that appear in **bold** are explained in the glossary on page 14.

Please read these **terms of business** and the **guides** carefully and save them for future reference. If there is anything you do not understand, please contact your Quilter contact or our Customer Service Centre either by email to [ask@quilter.com](mailto:ask@quilter.com) or by telephone on 0808 171 2626.


You are responsible for ensuring that your employees and financial advisers, and your **appointed representatives**, their employees and financial advisers, are aware of the **terms** and comply with them.

These **terms of business** and the **guides** are for financial advisers only and should not be made available to **clients**.

These **terms of business** apply to the following **products**:

- (a) Quilter Investment Platform Limited
  - (i) Individual Savings Account (ISA)
  - (ii) Junior ISA (JISA)
  - (iii) Collective Investment Account (CIA)
- (b) Quilter Life & Pensions Limited
  - (i) Collective Retirement Account (CRA)
  - (ii) Collective Investment Bond (CIB)

If you wish to do business with any Quilter company not listed above, you will need to apply separately for terms with them.

 You can find practical information on doing business with Quilter on our website, at [quilter.com](https://www.quilter.com)



## 1. Our relationship


- 1.1 We reserve the right not to accept **business** from or enter into a relationship with you or your **appointed representatives**. We do not have to give you a reason for our decision.
- 1.2 We will not accept **business** from you if you do not have the correct regulatory **permissions**, or if your regulatory **permissions** are removed or suspended. We will only accept **business** from:
- (a) **financial adviser firms** authorised and regulated by the **FCA**, their **appointed representatives** and their financial advisers and employees
  - (b) **exempt professional firms**
  - (c) firms based and authorised in the Isle of Man, Guernsey or Jersey.
- We do not accept **business** from EEA passported-in firms and other firms outside the United Kingdom, the Isle of Man, Guernsey or Jersey.
- 1.3 You must not use the insurance mediation (as defined in the **FCA glossary**) services of **persons** who are not authorised or exempt for the purposes of the **Act**.
- 1.4 You must ensure that at all times you, your employees and financial advisers, and the employees and financial advisers of your **appointed representatives**, have all relevant **permissions** from the **FCA** and other regulatory bodies for the types of **business** submitted to us and any other regulated activities (as defined in the **FCA glossary**) that you or your **appointed representatives** carry out, and (where relevant) are authorised in respect of all relevant controlled functions (as defined in the **FCA glossary**) required for the activities that you or they perform. If you, your employees or financial advisers, or the employees and financial advisers of your **appointed representatives** lose your **permissions**, or cease to be authorised to perform any such controlled function required to carry out a particular type of **business**, you must cease doing that type of **business** immediately.
- 1.5 By agreeing to these **terms** you warrant that you have in place and will maintain a written contract with your **appointed representatives** which covers all **business** to be conducted by that **appointed representative**, their employees and financial advisers, with us and which complies with all applicable regulatory requirements.
- 1.6 You must tell us immediately if:
- (a) there is any change in the legal structure of your business, or you sell, transfer, assign or charge any part of your business to another legal entity
  - (b) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition
  - (c) any of your **appointed representatives** or financial advisers have restrictions placed on them by any regulator or any financial adviser is suspended or ceases to be engaged by you, or ceases to be authorised as an approved person by the **FCA** or any similar regulator
  - (d) any contract with one of your **appointed representatives** is suspended or terminated for any reason
  - (e) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register
  - (f) any **client** moves to another country
  - (g) any **client** relationship ends
  - (h) you are a body corporate and:
    - (i) a petition is presented against you or your assets for the appointment of an administrator
    - (ii) you have a liquidator, receiver, administrator or administrative receiver, compulsory manager or other similar officer appointed with respect to you or your assets
    - (iii) a winding-up petition is presented against you or a resolution passed for your winding-up
    - (iv) you suspend payment of your debts or are deemed unable to pay your debts under section 123(2) of the Insolvency Act 1986
    - (v) any procedure or step analogous to or comparable with any of those set out in sections 1.6(h)(i) to 1.6(h)(iv) is taken in any jurisdiction
  - (i) you are an individual and:
    - (i) you become bankrupt
    - (ii) you enter into an arrangement with your creditors.




- 1.7 You must tell us if you or one of your **appointed representatives** has a change of name or head office address.
- 1.8 You are the **client's** agent for all aspects of **business** (except when carrying out your own responsibilities to us as set out in these **terms of business**). You shall not hold yourself out to be or describe yourself as a former or current agent, officer or employee of ours.
- 1.9 We will treat all **clients** as retail clients.
- 1.10 We may communicate directly with the **client**.
- 1.11 We assume, and you must ensure, that any and all instructions submitted to us on behalf of a **client** are legitimate and have the full authority of the **client**. You must ensure that any and all information you provide to us about a **client** is complete and accurate in all material respects.
- 1.12 You must use due care and diligence to ensure that all information you provide to us about a **client** is complete and accurate in all material respects and that all data input into **applications** and **instructions** is correct before they are submitted to us.
- 1.13 We will confirm to you receipt of each **application** and **instruction**. If you do not receive confirmation, the **application** or **instruction** (as the case may be) may have not been successful.

## 2. Our online services

### Applying for access to our online services

 A copy of the master user registration form can be found on our website at [quilter.com](http://quilter.com)

- 2.1 In order to obtain access to the **Adviser Extranet**, you will have to complete and submit the master user registration form. We will then give you designated master user access.
- 2.2 We permit you, your employees and financial advisers, and your **appointed representatives**, their employees and financial advisers, to use our **online services** for the submission and management of **business**. You must ensure that all **business** carried out using our **online services** is carried out at all times in accordance with the requirements set out in these **terms of business**.

 You can find practical information on doing business with us on our website, at [quilter.com](http://quilter.com)

- 2.3 Each **user** of the **online services** should have their own user name and password and that user name and password must only ever be used by them.

### Security

- 2.4 You shall take appropriate technical and organisational measures against:
  - (a) unauthorised access to or disclosure of the **OS information** to a third party
  - (b) accidental loss of or damage to the **OS information** by you, your employees or financial advisers, or your **appointed representatives**, their employees or financial advisers or any third party, in whatever form the **OS information** is displayed or stored.
- 2.5 You shall maintain the confidentiality and security of the **OS information**, your username, password and digital certificate (if any) and shall not pass on details of the same to any third party. You undertake to amend your password whenever any individual who is not entitled to use or have access to such password gains access to it.
- 2.6 You shall immediately notify us and desist from any future use of the **online services** if:
  - (a) as a result of a change of employment (or for any other reason), you are no longer entitled to use the **online services**
  - (b) you believe that your security credentials have been compromised.
- 2.7 If a **user** leaves your firm your master user should immediately remove their access to the **Adviser Extranet**.

### Electronic payments

- 2.8 Where the **client** wishes to make payment to us electronically by Direct Debit instruction or otherwise and authorises you to provide payment details to us, you must inform the **client** of the collection date(s) of any payment(s) to be collected by us.



### Use of our portfolio planning tool

- 2.9 Use of our **portfolio planning tool** is at your own risk. We do not accept responsibility for the risk categorisation of particular **clients** or the appropriateness of the funds which may be highlighted by the tools using that risk categorisation.
- 2.10 We do not provide advice on the selection of investments and cannot accept any responsibility for losses which may arise as a consequence of action taken after using the **portfolio planning tool**.
- 2.11 You should be aware that not all the information provided by the **portfolio planning tool** complies with the financial promotion rules for use with retail clients.

### General use of our online services


- 2.12 You must ensure that your financial advisers have the appropriate regulatory **permissions** or are able to satisfy the appropriate **regulations** concerning client authority and record keeping for non-discretionary transactions before using the switch and rebalancing tools for existing **clients**.
- 2.13 The time of receipt or delivery of an **instruction** or communication sent or received electronically by us will be determined by the time recorded on our systems.
- 2.14 We will maintain suitable business continuity arrangements to recover and restore our **online services** and data in the event of a disaster.
- 2.15 Our **online services** and all **OS information** are protected by **intellectual property rights** (including copyright, database, trademark and design rights protection). You shall not acquire or purport to own any **intellectual property rights** in our **online services**. You may make use of the **OS information** solely for your own internal business purposes. The **OS information** may be reproduced and merged with other information held by you only to the extent that this is necessary in the ordinary course of business.
- 2.16 Unless specifically authorised by us, you must not affix your logo, brand name or corporate details to any documentation produced by us, or any other company within the Quilter plc group of companies.
- 2.17 We may immediately suspend or terminate your right to access our **online services** if you use them for any purpose which is not permitted by us.
- 2.18 We make no warranties, implied or otherwise, that our **online services** can be used legitimately in any jurisdiction outside the United Kingdom.

## 3. Documents

- 3.1 We may supply and accept documents through our **online services** but we are not obliged to do so.
- 3.2 **Instructions** must be submitted online using our **Adviser Extranet** if there is an **online service** available. If we require paper **instructions** and/or supporting documents these must be sent by post to our **postal address**.
- 3.3 You must pass on any documents supplied by us intended for the **client** and vice versa. You must pass these on immediately without alteration.
- 3.4 You must not:
- (a) issue any circular, advertisement, leaflet or other promotional material about us unless we have supplied the document or approved it in writing
  - (b) prepare and issue or vary a plan, policy, **account, bond, application** form, endorsement, note, contract note, certificate or receipt or other document on our behalf.
- 3.5 We are able to inspect, or ask you to deliver to us, any books, documents, computer software or hardware belonging to us or in connection with **business** placed with us and in your possession.

## 4. Remuneration payments

- 4.1 We will credit or pay **commission**, or we may facilitate **adviser fees** on behalf of **clients**, on **business** arranged by you or your **appointed representatives** and accepted by us, as set out in the Remuneration Guide.
- 4.2 All **remuneration** payments to you are inclusive of VAT if applicable.

 The Remuneration Guide can be found on our website at [quilter.com](https://www.quilter.com)



- 4.3 If you instruct us to make a payment of any **remuneration** due to you to any third party (including an **appointed representative**), you acknowledge that:
- (a) this instruction is a payment instruction only
  - (b) the relevant **business** has been introduced exclusively by you
  - (c) the payment fully satisfies our obligation to you
  - (d) you will be responsible for making any repayment that is necessary.

4.4 We may terminate any such arrangement to pay a third party immediately. We are not obliged to give you any reason for our decision.

#### Payment method, minimum payment balance and frequency

4.5 All payments are made by direct credit and are subject to the three-day BACS clearance process.

4.6 You can choose to be paid:

- (a) weekly
- (b) monthly
- (c) quarterly
- (d) half-yearly
- (e) yearly.

Weekly payments are made on a Friday and other payments are made on the 28th of the month, unless the payment date is not a **working day** in which case, the payment will be made on the next **working day**.

4.7 If you want to change your selected frequency please e-mail us at: [ask@quilter.com](mailto:ask@quilter.com)

4.8 **Remuneration** statements are made available on the **Adviser Extranet** and paper statements are not issued. Previous statements can also be viewed.

4.9 Where we are passing on a payment to you from a third party, such as a fund manager or a **client**, we shall only be required to do so to the extent that we have received that payment in cleared funds from that third party free of any charge or other restriction.

## 5. Repayment of remuneration to us

### Cancellations and refunds

5.1 If a **client** exercises the right to cancel any contract or investments, or if contributions or premiums are refunded to a **client** for any reason, such as an ISA being voided or a **client** complaint:

- (a) we will not pay you any **commission**
- (b) you will repay to us any **commission** already paid
- (c) we will not facilitate the reimbursement of any **adviser fees** to any **client**.

### Repayment of remuneration

5.2 If you become liable to repay **remuneration** or any overpayment to us, you must do so within three months of the date you first become liable to repay it.

5.3 If you do not repay any outstanding sum to us within three months of the date you first become liable to repay it, interest will be added to that sum at a rate determined by us, which is currently 0.67% per month, compounded monthly, calculated from the first day of the month following the month in which you become liable to repay the sum to us.

5.4 We are entitled to set off any sums owed to us by you against any other sum payable by us to you or any other firm where there is evidence of common ownership, directorship or other links with you. The right to set off payments applies across the Quilter group of companies. If the sum due to you is insufficient, you must repay any outstanding balance to us in accordance with section 5.2.

## 6. Your own business

6.1 For investment **business** we will facilitate the payment of **adviser fees** subject to receipt of a satisfactorily completed **client** authorisation in the form we require asking us to facilitate the payment of those fees from the related investment. The exception will be for investments made into pension contracts in your own name where we will not facilitate the payment of any **adviser fees**.

6.2 You must disclose such **business** to us at the time of submission. If you do not do this, and we pay **remuneration** to you, you must repay it in full immediately.





## 7. Client money

- 7.1 If you handle **client money** you must:
- (a) have the relevant **permission** from the **FCA**
  - (b) pass **client money** to us promptly and without deduction
  - (c) act for the **client** and not as our agent.

## 8. Data protection

- 8.1 Terms defined in **data protection law** have the same meaning when used in these **terms of business**, unless the context requires otherwise.

### Client data

- 8.2 For the purposes of **data protection law** and in relation to the processing of **clients' personal data**, both parties agree that they each act as an independent controller and neither party acts as a joint controller with, or processor for, the other party.
- 8.3 Each party must:
- (a) comply with its obligations under **data protection law**; and
  - (b) process **personal data** in a manner that ensures appropriate security of the data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.
- 8.4 Without limiting section 8.3, in relation to all **personal data** that you provide to us, you must ensure that you have:
- (a) an appropriate lawful basis, including where necessary under **data protection law**, appropriate consent from the data subjects of the **personal data**; and
  - (b) provided all necessary **privacy information**, in each case to transfer the **personal data** to us and to enable us to lawfully process the **personal data** for the purposes contemplated by these **terms**.
- 8.5 You must notify us as soon as you become aware of any data subject of the **personal data** who objects, or (where applicable) withdraws consent, to their **personal data** being processed by us or disclosed by us to you.
- 8.6 You must keep records of the manner in which you have complied with sections 8.4 and 8.5 and promptly provide these records to us upon our request.
- 8.7 You must promptly (and in any event within 24 hours of becoming aware) notify us if you:
- (a) receive a complaint, claim or other communication (including any communication from a **data protection regulator**) which relates to either party's actual or alleged non-compliance with **data protection law** with respect to any clients' **personal data**; or
  - (b) become aware of an actual or suspected **security incident** with respect to any clients' **personal data**.
- 8.8 Notwithstanding section 14, all notifications under section 8.7 must be made by email to [GDPO@quilter.com](mailto:GDPO@quilter.com). You must provide us with such assistance and cooperation as we reasonably request in order to address and resolve the complaint, claim, communication or **security incident** referred to in section 8.7.

### Adviser data

- 8.9 We collect and process **personal data** from you, your employees and **financial advisers** and your **appointed representatives**, their employees and **financial advisers**, in order to communicate with you, provide you with services and/or for business administration purposes. We collect the following types of data:
- (a) your name
  - (b) address and other contact details
  - (c) financial details (eg: for fees and **commission**)
  - (d) information about your health or dietary requirements (please note we will only collect such sensitive information in relation to the provision of certain services, e.g. seminars)



- 8.10** We may share your data, by electronic or other means to:
- (a) other companies within the Quilter plc group of companies, where it may be used for assessment and statistical analysis purposes
  - (b) discretionary investment managers who are using **X-Hub**
  - (c) a closed group of life assurance companies including Quilter Life & Pensions Limited (via the Elixir 2000), for the purpose of due diligence on your firm
  - (d) a third party to verify your identity in line with money laundering or other requirements
  - (e) third parties who provide services to us (eg: IT services, research and marketing services and for statistical and analytical purposes)
  - (f) third parties where required by law, court order or regulation
  - (g) other organisations, including the police or fraud prevention agencies and databases, to prevent and detect fraud.
- 8.11** We will always keep your data safe and secure. We will never sell your data, and we will not send you communications about unrelated services without your consent.
- 8.12** Our full Privacy Notice holds much more information about how we collect, use and share your **personal data** and that of your **clients** and it provides information about the rights you and your **clients** have in relation to your and their **personal data**, and how to contact us if you have any concerns. Please go to [www.quilter.com/privacy-notice/](http://www.quilter.com/privacy-notice/) or write to: Quilter Group Data Protection Officer, Senator House, 85 Queen Victoria Street, London, EC4V 4AB.
- 9. Financial crime**
- 9.1** You will be responsible as agent of the **client** for obtaining, recording and preserving (for a minimum period of five years after your relationship with the **client** ends) evidence of the identity of all relevant parties introduced to us by you, in accordance with:
- (a) the requirements of the **FCA** and any other relevant regulator
  - (b) all applicable UK anti-money laundering and counter-terrorist financing legislation.
  - (c) the recommendations published from time to time by the Joint Money Laundering Steering Group
  - (d) any requirements we may have relating to anti-money laundering and counter-terrorist financing which we notify to you.
- 9.2** With any **application**, you will need to send us a completed 'Confirmation of Verification of Identity' (or alternative confirmation as agreed by us and communicated to you) for all relevant parties involved with the **application**. The Confirmation of Verification of Identity must be in a format approved by the Joint Money Laundering Steering Group or by us.
- 9.3** You shall act at all times in compliance with all applicable laws and regulations including (without limitation) those relating to:
- (a) anti-bribery and corruption, including, without limitation, the Bribery Act 2010, and you shall have, maintain and comply with adequate procedures of the type described in section 7(2) of the Bribery Act 2010
  - (b) the prevention of the facilitation of tax evasion, including but not limited to the Criminal Finances Act 2017, and shall have in place and maintain such policies and procedures as are reasonable to prevent the facilitation of tax evasion.
- 9.4** At our request you must immediately:
- (a) make available to us any information about any **clients** (and any related parties) which you have obtained when applying **client** due diligence measures
  - (b) forward to us copies of any identification and verification data and other relevant documents on the identity of any **clients** (and any related parties) that you have obtained when complying with section 9.1.
- 9.5** We may request additional information from you about any **client** at any time.
- 9.6** We may return or cancel an investment if there is any delay or failure to provide information to us to enable us to satisfy ourselves that you have complied with your obligations in this section.

## 10. Market timing

**i** Market timing is a form of speculative investment that usually involves a high volume of fund transactions and short holding periods. This can force fund managers to carry out transactions that do not reflect the normal investment strategy of the fund. It can also penalise other investors, due to the extra dealing costs incurred or a decline in the long-term performance of the fund.

- 10.1** You must not take part in market timing activities. Market timing can be disruptive to asset management and causes dilution in funds which is detrimental to long-term investors and we ask for your assistance in preventing such activities.
- 10.2** If we or any asset manager or external third party identify market timing taking place, we will take appropriate action. We may refuse to accept **business** from you or a **client** who is considered to have a history of short-term or excessive trading in any assets, or whose trading has been or may be disruptive.
- 10.3** Where we reasonably consider any activity to constitute market timing your **remuneration** may be impacted. In such circumstances we will notify you of any measures imposed and agree a consequent course of action.

## 11. Indemnities

- 11.1** You will indemnify us and keep us indemnified against any loss arising from:
- (a) introduction of **business** beyond your authorisation, or when your authorisation has been cancelled or withdrawn
  - (b) the facilitation of **adviser fees** where you are unable to provide us with evidence that these have been authorised by the **client**
  - (c) provision of incorrect information by you, including but not limited to a breach of section 1.11 of these **terms of business**
  - (d) infringement of our **intellectual property rights**
  - (e) any intellectual property provided by you which infringes the **intellectual property rights** of a third party
  - (f) misuse of our **online services** by any of your **users**
  - (g) breach of your obligations under section 8 of these **terms of business** and **data protection law**.

## 12. Termination

- 12.1** Either party may terminate these **terms** by giving 30 days' notice in writing to the other.
- 12.2** We may terminate these **terms** immediately and without notice, with no further obligation to you, if:
- (a) you or one of your **appointed representatives** commits a material breach of these **terms**
  - (b) you or one of your **appointed representatives** commits a material breach of **regulations** or the rules of any other regulator to which you or they are subject
  - (c) you or one of your **appointed representatives** persistently breaches these **terms** including (without limitation) if you are unable to provide **adviser fee** authorisation form(s) upon our request
  - (d) you are a body corporate and:
    - (i) a petition is presented against you or your assets for the appointment of an administrator
    - (ii) you have a liquidator, receiver, administrator or administrative receiver, compulsory manager or other similar officer appointed with respect to you or your assets
    - (iii) a winding-up petition is presented against you or a resolution passed for your winding-up
    - (iv) you suspend payment of your debts or are deemed unable to pay your debts under section 123(2) of the Insolvency Act 1986
    - (v) any procedure or step analogous to or comparable with any of those set out in sections 12.2(d)(i) to 12.2(d)(iv) is taken in any jurisdiction
  - (e) you are an individual and:
    - (i) you become bankrupt or die
    - (ii) you enter into an arrangement with your creditors



- (f) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition where the effect is to limit or prevent you from lawfully conducting **business** with us
- (g) you or one of your **appointed representatives** acts, or omits to act, in a way which in our opinion is unprofessional
- (h) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register
- (i) you cease for any reason to be permitted by us to offer **products** for sale.

**12.3** On termination of these **terms** for whatever reason:

- (a) all entitlement to **commission** will cease with immediate effect
- (b) there will be no proportionate payment of **commission** to cover the period between the last payment date and the date of termination
- (c) we will no longer facilitate any **adviser fees**, but any **adviser fees** which we are currently holding on your behalf will be payable to you in accordance with these **terms**, except where:
  - (i) any of the events described in sections 12.2(d) or 12.2(e) has occurred
  - (ii) it would not be lawful for us to pay them to you
- (d) we will no longer be able to send or release to you any **client**-related information
- (e) we will withdraw access to our **online services** for all **users** with immediate effect
- (f) you must return all books, documents, computer software or hardware belonging to us and in your possession, custody or control, immediately upon request
- (g) your licence to hold or use any software of ours in your possession will cease
- (h) you will remain liable for all accrued liabilities and repayment of **remuneration** (including interest).

**12.4** All duties of non-disclosure, data protection (including section 8), confidentiality, disclaimers, indemnities and exclusions contained within these **terms** shall survive termination of these **terms**.

### **13. Variation**

**13.1** We reserve the right to vary these **terms**. Notice of any change will be given to you through our **online services** and via e-mail. If any variation to these **terms** operates to your disadvantage, we will give you at least 30 days' notice of the change, unless the change is for legal or regulatory reasons and it is not possible to do so. If we are not able to give you 30 days' notice, we will give you as much notice as possible. You will be deemed to have accepted the revised **terms** by continuing to deal with us.

### **14. Notices**

**14.1** If a notice from either party is served by first-class post, it will be deemed delivered two **working days** after being posted and in proving such service it shall be sufficient to prove that the envelope was properly addressed, stamped and posted. Any notice sent by fax or email shall be deemed to have been delivered at the time of transmission unless this time falls outside of the hours of 9am to 5pm on a Working Day, in which case it shall be deemed to be delivered when business hours resume on the next Working Day.

**14.2** All notices from you under these **terms** must be in writing on your firm's headed paper, signed by an authorised signatory. In the case of your **appointed representatives**, notification of changes relating to an **appointed representative** can come from you or the **appointed representative** in question, with the exception of moving **business** away from an **appointed representative** where the instruction must come from you.

**14.3** All notices required from you to us under these **terms** should be addressed to our **postal address**, sent by fax to 023 8048 1454 or emailed to [WFPAMAdviserServicing@quilter.com](mailto:WFPAMAdviserServicing@quilter.com)

### **15. General**

**15.1** These **terms** cannot be enforced by someone who is not a party to these **terms**. We can enforce these **terms** in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999, and are entitled to recover any loss suffered in connection with these **terms**.

**15.2** If we waive any of these **terms** it does not mean that subsequent breaches will be allowed.

**15.3** These **terms** are not assignable or transferable. Any change in or reconstruction of your business which results in the transfer of all or part of your business to a different legal entity will require that other legal entity to apply to enter into **terms** with us in its own right.

**15.4** These **terms** do not create any partnership, joint venture or agency relationship between us and you.



- 15.5** These **terms** are subject to the law of England and Wales and we and you both agree that the courts of England and Wales shall have exclusive jurisdiction.
- 15.6** A reference in these **terms** to a statute, secondary legislation, rule or regulation is a reference to it as amended, extended, replaced or re-enacted from time to time.
- 15.7** If any provisions of the **terms of business** at any time conflict with any provisions of the **guides**, the **terms of business** shall prevail.
- 15.8** We reserve the right to make a charge to cover any administration costs where you ask us to carry out work not covered by our normal administration processes.
- 15.9** Where you have made an error which requires correction and which has a cost consequence to either the **client** or us, we reserve the right to make a charge to cover the cost of ensuring that the **client** is not disadvantaged by your error and that our resulting administration costs are met.

## 16. Glossary

16.1 In these **terms** the following expressions have the meanings set out below:

**Account** – An ISA, JISA or Collective Investment Account provided by Quilter Investment Platform Limited or Collective Retirement Account provided by Quilter Life & Pensions Limited.

**Act** – The Financial Services and Markets Act 2000.

**Adviser Extranet** – The **online services** provided in respect of the ISA, JISA, CIA, CRA and CIB.

**Adviser fee** – An adviser initial fee, adviser initial regular fee, adviser ongoing servicing fee and adviser ad hoc fee as described in the Remuneration Guide.

**Application** – A form or electronic application which satisfies our requirements and includes the **client's** acceptance of our Terms and Conditions.

**Appointed representative** – Any company, partnership or **person** who is exempt from the requirement to be an authorised person for the purposes of the **Act** by reason of section 39 of that Act, and for whom you have accepted responsibility in the conduct of **business**.

**Assets List** – The list of assets available for **clients** who hold each **product** with us which can be found on our website at [quilter.com/investments/platform-funds/](https://quilter.com/investments/platform-funds/)

**Bond** – A Collective Investment Bond provided by Quilter Life & Pensions Limited.

**Business** – Arranging and/or advising on any of our **products** for a **client**.

**Charge Basis 1** – The basis of charging under which an **account** or **bond** is subject to the Investor Charge and the **financial adviser firm** is entitled to receive **commission**.

**Charge Basis 2** – The basis of charging under which an **account** or **bond** is subject to the Investor Charge and the **financial adviser firm** is remunerated through adviser charging.

**Charge Basis 3** – The basis of charging under which an **account** or **bond** is subject to the Product/Service Charge and the **financial adviser firm** is remunerated through adviser charging.

**Charge date** – The charge date is based on the date that the first **account** or **bond** was opened. If the charge date is not a **working day**, any sale of assets relating to the charge or fee will be placed on the next **working day**.

**Client** – Has the meaning given in the **COBS**, including in the case of a firm based and authorised in the Isle of Man, Guernsey or Jersey a **person** who could be a client for the purposes of the **COBS** if that firm were carrying out its business in the UK.

**Client money** – Has the meaning given in the **FCA glossary**.

**COBS** – The Conduct of Business Sourcebook which forms part of the **FCA's rules** made pursuant to the **Act** or such other equivalent regulations issued by the **FCA**.

**Commission** – Commission as described in the Remuneration Guide.

**Data protection law** – All applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of **personal data**, from time to time in force, including (without limitation and to the extent applicable) the UK Data Protection Act 2018 and the **GDPR**.

**Data protection regulator** – A regulator with jurisdiction over the **personal data** processing activities contemplated by these **terms**.

**Exempt professional firm** – Has the meaning given in the **FCA glossary**.

**FCA** – The Financial Conduct Authority, including any successor regulators.

**FCA glossary** – The **FCA's** glossary of defined expressions used in its handbook of rules and guidance, as amended or replaced from time to time.

**FCA rules** – The principles, rules, directions, evidential provisions and guidance of the **FCA** from time to time as set out in its Handbook of Rules and Guidance.

**Financial adviser firm** – A firm, partnership or company holding the relevant permission from a regulatory body to carry out **business**.

**GDPR** – The European General Data Protection Regulation, namely Regulation (EU) 2016/679.

**Guides** – The Remuneration Guide.

– Assets Lists

– Legal Framework Document

– Managed Portfolio Service Terms

**HMRC** – HM Revenue & Customs.

**Instruction** – An instruction to us in accordance with these **terms**, to carry out a transaction relating to the **client's product**.

**Intellectual property rights** – Any and all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trademarks, business names, rights in software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, revisions and extensions in relation to any of them.

**Online services** – The **Adviser Extranet** and any other system or tool made available to you electronically including through the internet.

**OS information** – Any information obtained from our **online services**.

**Permission** – Permission under Part IV of the **Act** to carry out regulated activities in the United Kingdom, or equivalent permission in the Isle of Man, Guernsey or Jersey.

**Person** – Any person, including a body of persons corporate or unincorporated.

**Personal data** – Personal data (as defined in Art 4(1) of the GDPR) and that is processed in furtherance of the arrangements contemplated by these **terms**, including personal data relating to **clients**.

**Portfolio planning tool** – The tool accessed via our **online services** which is designed to assist **financial advisers** in choosing potential investment fund links for their **clients**, both at the outset and on an ongoing basis.

**Postal address** – Quilter, SUNDERLAND, SR43 4JP.

**Privacy Information** – The information that must be provided to data subjects in relation to the processing of their **personal data**, as required by Articles 12, 13 and 14 of the **GDPR** (or equivalent provisions of any other **data protection law**).

**Product** – Any product or service offered for sale or arranged by us from time to time.

**Regulations** – The **Act** and the **FCA rules** so far as applicable.

**Remuneration** – Any form of payment, as described in the Remuneration Guide, that we make to you in relation to **business**, whether **commission** or **adviser fees**.

**Security Incident** – Any breach of security affecting **personal data** (including (without limitation) a **personal data** breach as defined in the **GDPR**).

**Terms** – These **terms of business** and the **guides**.

**Terms of business** – These terms of business.

**User** – Your employees and financial advisers and those of your **appointed representatives** to whom you have given access to our **online services**.

**You, your and yourself** – The **authorised firm** applying for **terms**, and where appropriate, its employees and financial advisers, and the employees and financial advisers of its **appointed representatives**.

**We, us and our** – Quilter Investment Platform Limited and Quilter Life & Pensions Limited.

**Working day** – A day on which we are open for business.

**X-Hub** – A discretionary model portfolio solution which allows us to offer a range of independently managed portfolios, and enables bulk or individual management of investor accounts under discretionary or advised mandates.

16.2 In these **terms**:

- (a) any other words or phrases which are defined in the **FCA rules** shall have the same meanings in these **terms** unless the context requires otherwise; and
- (b) references to statutory provisions, regulations, notices or the **FCA rules** shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time.

## *quilter.com*

*Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.*

*Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).*

*Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.*

*Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.*