

# Financial Adviser Registration Application Form

Please complete the registration application form below, including the declaration. By signing, this indicates to us you've read, understood and accepted our terms of business.

## Your details

Company name	<input type="text"/>	Contact name	<input type="text"/>
FCA reference number	<input type="text"/>	Position	<input type="text"/>
Company address	<input type="text"/>	Phone number	<input type="text"/>
	<input type="text"/>	Mobile number	<input type="text"/>
	<input type="text"/>	Email address	<input type="text"/>
	<input type="text"/>		
Postcode	<input type="text"/>		

Is your company an appointed representative of another firm? Yes  No

If 'yes' please provide the following details:

Company name	<input type="text"/>
FCA reference number	<input type="text"/>

## Adviser charges

This is the bank account adviser charges will be paid into.

Bank name and address	<input type="text"/>	Name of firm to receive the payment(s)	<input type="text"/>
	<input type="text"/>	Account name	<input type="text"/>
	<input type="text"/>	Sort code	<input type="text"/>
	<input type="text"/>	Account number	<input type="text"/>
	<input type="text"/>		
Postcode	<input type="text"/>		

## Declaration

I/We:

- Apply to register to the Wealthtime Select Platform.
- Have read and agree to the financial adviser terms of business.
- Will comply with all adviser charging disclosure requirements and agree that if there are changes to any existing charge agreements, this will require a new adviser charges agreement form to be completed.
- Will read and explain to our clients the Wealthtime Select key features and terms and conditions, as well as the Wealthtime Select funds list key features, terms and conditions, and adviser charges agreement.
- Agree that the online control manager will advise you as soon as any registered authorised user of the Wealthtime Select online service temporarily or permanently leaves the company or if they're no longer authorised to act on behalf of any one or more of their clients.
- Agree that you may make relevant searches and checks (including credit checks) on this company and its owners/principals as you see fit.

If I/we use the Wealthtime Select funds list, then I/we agree to read and agree to the terms and conditions applicable. To be signed by a director, sole trader or partner as appropriate:

Your signature

Company name

Full name

Position

Date

Once signed, please send this form to us by post. You can find our details below.

Address: Wealthtime Select, 1 London Road Office Park,  
London Road, Salisbury SP1 3HP

## Financial Adviser Terms of Business

### 1. Introduction

1.1 These terms of business set out the terms and conditions on which you will act as intermediary (the 'financial adviser service') when introducing your clients to our service, so the client may buy products and underlying investments within their Wrap. These terms of business and the financial adviser registration application form ('the application') will govern the relationship between us and your company. They're the only terms on which we'll accept business and are legally binding. The Offshore Bond within our service is provided by an independent third party. If a client requires an Offshore Bond within their Wrap, you'll also have to accept any requirements the Offshore Bond provider may impose. Further information can be obtained by calling our team on 01725 512925.

1.2 In order to facilitate the delivery of our service to your clients, we'll allow you (as agent of your client) to access the Wealthtime Select online service, subject to us accepting your financial adviser registration application form and online registration form.

1.3 Each authorised employee within your company requiring access to the Wealthtime Select online service must complete a separate financial adviser online registration form. Each client will also be required to register for the online service or to nominate a third party to do so.

1.4 Nothing in these terms of business will affect the individual requirements of any underlying investment or disinvestment a client may want to acquire or dispose of through their Wrap. As your client's financial adviser, you must (on behalf of your company and your clients) complete any necessary documentation and provide any information that may affect such investment or disinvestment through our service.

### 2. Definitions and interpretation

**Please note:** where possible, any reference to documentation and literature will include copies in hard copy paper format and electronic soft copies.

2.2 In these terms the following expressions will have the following meanings:

**Adviser charge** means the adviser charge payable to you calculated as per your instructions and client's authority.

**Adviser charges agreement** means the form completed by a client and their financial adviser (you) to enable us to facilitate the payment of charges from the client's fund to your company.

**Applicable laws** means all laws, rules and regulations applicable to you and your company.

**Product** means an ISA, a JISA, a SIPP (including the ITP), an Offshore Bond, the GIA or any other product, including client bank accounts that may be permitted by Wealthtime Limited to be held within the Wealthtime Select Platform.

**We, us and our** mean Wealthtime Select.

**Wealthtime Select** means Wealthtime Limited or Wealthtime Trustees Limited where appropriate in the particular context and unless a specific company name is mentioned.

**Wealthtime Select funds list** means the funds list provided by us and available to be held within the Wealthtime portfolio.

**Wealthtime Select online service** means the secure online service available on our website.

**Wealthtime Select Platform** means the facilities including services in relation to administration and transactions provided by us in respect of your client's collection of products. The Wealthtime Select Platform will be provided according to these terms and conditions.

**Wealthtime Select website** means the website operated from URL [wealthtime.com](http://wealthtime.com) or any successor URL.

**Wrap** means the collection of Wealthtime Select products or funds your clients hold with us.

**You** means you as the financial adviser.

### 3. Authorisation

3.1 You warrant that you're suitably authorised by the Financial Conduct Authority in relation to the sale of the products and advice on underlying investments where appropriate, and will maintain all authorisations, permissions, authorities, licences and skills necessary for you to carry out your activities under this contract and will in all respects comply with all applicable laws.

### 4. The relationship

4.1 Acceptance of any financial adviser application is at our complete discretion, and we reserve the right not to accept an application without giving any reasons for doing so.

4.2 On acceptance, the contractual relationship (the relationship) between us will be created. The relationship will be governed by these terms of business and by the provisions of the application (or as subsequently amended in accordance with the variation clause).

4.3 You will be presumed by us to be acting on behalf of your clients once the application has been accepted until such time as we're advised otherwise by you or a client. The terms of the relationship won't affect the obligations between your client and you.

4.4 Creation of the relationship doesn't oblige any provider or issuer of an investment proposed to be held within the Wealthtime Select Platform to accept an application for such investment.

4.5 Parties to this contract will prohibit, as far as is reasonably possible, the practices of bribery and corruption and endeavour to prevent the facilitation of tax evasion at all times and in any form whether directly or indirectly including through third parties. Any practice that's detected should be brought to the attention of each party in this contract.

4.6 The relationship will not confer any exclusive rights on your or your company. In respect of the Wealthtime Select Platform and providing advice on products and underlying investments which are, or may be, part of the Wealthtime Select Platform, you'll be the agent for your client who has applied through you for investments to be held subject to the Wealthtime Select Platform. You are not the agent of Wealthtime Select. This won't affect your personal responsibilities to us as governed by the terms of the relationship. You may also act as principal if so authorised, pursuant to the Financial Services and Markets Act 2000 and all rules and regulations under it (as may be amended from time to time) ('the act'). This won't affect our rights and obligations as governed by the terms of the relationship.

4.7 You warrant that the information given in your application is true and complete. You should also advise us as soon as you become aware that such information (and as may be amended in any later advice) is no longer true and complete, and you must make sure details of your clients are up to date with us.

### 5. Provisions

5.1 You declare that you've read, understood and agree to be bound by the terms of the relationship and the applicable governing terms and conditions of the products and underlying investments held or to be held subject to the Wealthtime Select Platform and any other applicable terms (as may be amended from time to time). You, as your client's agent, agree to comply with the Wealthtime Select terms and conditions.

5.2 You agree to comply with all administrative arrangements in connection to Wealthtime Select.

5.3 You agree that it's your sole responsibility to make sure (within the scope of the duties under the act) that the products and underlying investments within (or proposed to be held within) the Wealthtime Select Platform are suitable for your clients.

5.4 You agree that you'll provide your clients with the key information documents (KIDs/ KIIDs) for the relevant funds they wish to purchase (together with information about complaints handling, any compensation and cancellation rights and any other information required by the appropriate regulators).

5.5 You also agree to consider each fund manager's target market information when recommending funds to your clients. To allow us to meet our obligations to the fund managers, in addition to providing us with relevant information on reviews of purchases made by clients (which we may pass on the fund manager(s)) you agree to inform us if you distribute a fund to a client who:

- is outside the fund manager's defined target market, or
- falls into the category of individuals for whom the fund is not compatible (i.e. the 'negative' target market).

You acknowledge that we won't perform an assessment of whether a client meets the target market for a fund.

5.6 Where a client nominates or appoints a discretionary fund manager to manage or advise upon some or all of the products/investments ('the discretionary fund manager') you understand that prior to such appointment/nomination you will provide your client with advice as to the choice of such discretionary fund manager if your client requires this, and agree that the monitoring of the performance of the discretionary fund manager is not our responsibility.

5.7 You understand that you should act promptly on your client's instructions relating to their Wrap and to complete promptly any necessary documentation/forms to establish and carry out transactions for each product. You also agree not to place or submit an instruction via the Wealthtime Select Platform if you become aware that the instruction is prohibited in any way by any applicable laws.

5.8 You will comply with all statutory and Wealthtime-imposed requirements relating to money laundering prevention.

5.9 You also agree not to send, electronically or otherwise, any information relating to the Wealthtime Select Platform, or in respect of the products and underlying investments available as part of the Wealthtime Select Platform, to any jurisdiction outside the United Kingdom, without our consent. In the event of a client becoming resident outside the United Kingdom, you must advise us as soon as you become aware and no new investments must be acquired for the products without our approval.

5.10 We may permit you to link from our website(s) to websites owned or maintained by us but subject to our prior approval on the following basis:

- We may withdraw or amend the permission at any time, in which case you must remove or suitably amend the links to our website(s).
- You must link only to pages that we permit from time to time.
- You mustn't frame, post, modify or alter the appearance of our sites without our permission.
- You must not state or imply that we endorse, sponsor or otherwise approve of your company, services or website.
- You should keep your website up to date and accurate in all material respects and must not include any material on your website that's illegal, obscene, defamatory or otherwise inappropriate.
- You will indemnify us from and against any and all claims that may be made against us arising out of the existence of the link, which aren't due to any culpable act on our behalf.

5.11 You should not sign or amend any documents on our behalf nor make any statements, promises or representations of any kind which bind, or purport to bind, us or any of our employees or directors. You shall not hold yourself out as having authority to make any such representation or bind us in any way.

5.12 You will comply with all applicable laws at all times and disclose to your clients all adviser charges related to the provision of a personal recommendation on products and underlying investments within those products pursuant to the financial adviser service from which it, or any other person, benefits. You will immediately notify us if a breach occurs of this provision.

## 6. Indemnity and liability

6.1 You will indemnify and keep us indemnified, and your agents and delegates, against all losses (including costs) incurred directly or indirectly as a result of:

- (i) any failure by you to comply with any applicable laws, confirmations, undertakings, warranties and other liabilities undertaken under the relationship; or
- (ii) untrue, inaccurate or incomplete information having been given by, or on behalf of, you or a failure to advise us of previous information becoming untrue or incomplete; or
- (iii) failure by you or your client without just cause to settle any transaction or delay in doing so; or
- (iv) any breach by you of any of the terms of the relationship.

6.2 We will only be liable to you for losses arising directly as a result of negligence, fraud or wilful default by us. In no event shall we be liable for special, indirect, incidental or consequential damages or losses, including loss of profit or business, or investment opportunity.

6.3 This indemnity is a continuing obligation and will continue after you cease to act in relation to the financial adviser service and our service either generally or in respect of a client.

## 7. Financial adviser status and authority

7.1 You warrant that no permit, approval or authorisation is required in connection with the relationship and will immediately inform us should the position change.

7.2 You also warrant that it has full authority to act on its client's behalf and will advise us as soon as you cease to be the agent of a client.

## 8. Data licences

8.1 We provide SEDOL codes under an agreement with the London Stock Exchange ('the exchange'), which makes you responsible for obtaining any relevant licences from the exchange where you make use of this data.

## 9. Data protection

9.1 The terms used in this section have the same meaning as those defined in data protection law.

### Client personal information

9.2 The term clients in this section refers to individuals or entities that have a current or former relationship with both our company and yours.

9.3 For the purposes of complying with the applicable data protection law, including the processing of clients' personal information, both parties to this agreement confirm they're controllers in common and neither party acts as a joint controller with, or processor for, the other party and each party is solely responsible for its own compliance with the data protection law and regulations.

9.4 Where you provide client personal information to us you must:

- make sure you have a legal basis for doing so and, in addition, where specifically required by data protection law, that you have obtained your client's explicit consent.
- provide all the required privacy notifications to your client so they understand their personal data is being passed to us to enable us to lawfully process their personal information.

9.5 Where you or your staff or those of your appointed representatives have requested access to the Wealthtime Select online service for the purpose of processing client personal information you have informed your clients of this and the legal basis you're relying on to do so in your privacy notice.

9.6 Where you appoint any third-party organisations under a written agreement that involves them accessing client data by electronic means for the purpose of processing client personal information you have informed your clients of this and the legal basis you're relying on to do so in your privacy notice.

9.7 If you become aware that a client objects to our processing of their information or withdraws explicit consent for processing of any special category of information we made, hold or disclose to you, you will notify us of this without delay.

9.8 If you receive a complaint, notification of regulatory or legal action or other communication that alleges non-compliance by either party with the data protection law in relation to your client's personal data you will notify us promptly.

9.9 If you suspect or identify that a breach of security has resulted in client personal information being subjected to unauthorised access, use, copying or distribution you will inform us within 24 hours of discovery.

9.10 In the event that any of the circumstances identified in sections 9.7 or 9.8 occur, you agree to provide us with assistance and co-operation as we reasonably request to resolve the matter quickly and effectively and (if required) notify the appropriate regulatory authorities and any affected clients.

### Financial adviser personal information

9.11 We'll collect and process the personal details of your staff and those of any appointed representatives you inform us of for the purposes of:

- communicating with you.
- providing services such as access to the Wealthtime Select online service.
- business administration.
- statistical analysis and management information.

9.12 The personal information we collect on you can include the following types of information:

- personal information (name, address, date of birth etc.).
- bank account details (where required for the facilitation of adviser charges).
- information available from open public registers such as the FCA register and Companies House register as well as information generally available on the internet.

9.13 We share your personal information with:

- companies with whom we have a processing agreement.
- third parties that provide services to us or you.
- third parties where we're required by law or regulation to do so.
- law enforcement agencies, regulators, ombudsman services and the Financial Services Compensation Scheme.

9.14 Where we collect and process your personal data, we'll keep your data safe and private and will not sell or trade your data and will not use it to market unrelated services to you.

9.15 Our full data protection privacy notice has much more information about what data we collect on you and your clients, how we process the information and how long we retain the information for. To view the full notice please go to [wealthtime.com](https://wealthtime.com)



## 10. Adviser charges

10.1 We won't set limits on the adviser charges that can be taken but will monitor the level of charges taken. We also reserve the right to query the level of charges and refuse to facilitate adviser charges if, in our opinion, any such charges are not in the best interests of your client.

10.2 We'll facilitate the payment to you of any adviser charges agreed with your client for the financial adviser service and any restrictions imposed on the facilitation by us from time to time. The adviser charges paid to you in relation to the provision of a personal recommendation to your client for products and underlying investments/ products within those products will be based on the adviser charges rate(s) agreed with your client in the adviser charges agreement.

10.3 The adviser charge becomes due and payable on or around the 15th of the month after it's calculated subject to there being sufficient cash in the relevant client product bank account to make the payment. If there isn't sufficient cash to facilitate payment, then it remains outstanding until such time as there is sufficient cash to make full payment. It's therefore essential for you to make sure sufficient cash is available.

10.4 Your statement of account will be communicated by us via the Wealthtime Select online service and will be the prime record of adviser charges, save in the case of error or omissions.

**Please note:** no paper, fax or email copies are available. Please also note, if you're a member of a network it's your responsibility to ensure they receive copies of any of the above which they require.

10.5 In addition, subject to the client's adviser charges agreement, adviser charges may also be paid to you in relation to the purchase of funds from the Wealthtime Select funds list when an investment is initially made and will be paid by us based on the value of the money invested in the client's chosen Wealthtime Select funds list funds. It's your responsibility to make sure that sufficient cash is retained to enable any adviser charge payment. We won't be liable to facilitate adviser charges if there's insufficient cash available. Where there are no readily realisable assets in your client's products to meet such payments, we will have no obligation to facilitate that adviser charge.

10.6 If any of your client's holdings are re-registered into any Wealthtime Select funds list funds any ongoing adviser charges paid directly to you by the fund manager will cease.

10.7 The amount payable as adviser charges will be subject to the expiry of any relevant client cooling-off or cancellation period, and for this reason adviser charges may be delayed or only paid in instalments at our discretion.

10.8 We reserve the right to apply adviser charges restrictions or changes in respect of future new business at our sole discretion if this is necessary to comply with any legislative or regulatory requirement or for operational reasons.

10.9 Our liability in respect of the facilitation of adviser charges won't be increased beyond the amount ordinarily payable under the relationship and as set out in the adviser charges agreement and shall be inclusive of VAT (if any).

10.10 In the event you notify us that you're ceasing to be authorised to act on behalf of your client or where you or your client notifies us that you're no longer their agent (or such cessation of agency may be reasonably inferred by us) and/or where any law or regulation prevents us facilitating adviser charges to you and/or where the relationship is terminated under clause 11, we will cease facilitating payment of adviser charges. This will be with the exception of adviser charges already validly accrued to you in so far as we're permitted.

10.11 We reserve the right to cease facilitating all adviser charges in the event that your company ceases to be authorised by the FCA (or any successor regulator), or if any of the directors, partners or the principal of your company enter into a voluntary arrangement, have bankruptcy or liquidation proceedings instituted against them, have a receiver appointed over their assets or have been charged with, or convicted of, an offence involving fraud or dishonesty. Pending a conviction/acquittal, we may place such payments in a suspense account.

10.12 You won't be entitled to, and shall pay to your client (if already paid by us) all adviser charges which are no longer due to you (including adviser charges paid after the cancellation of the adviser charges agreement, or investments cancelled during any cooling-off period or cancellation notice or prior to the date of the investment). Any amounts paid in error by us shall be repayable. Where money is to be paid, repaid or reimbursed to us, it will be due and payable without any formal demand for payment being issued by us unless otherwise stated in the terms of the relationship.

## 11. Variation

11.1 We reserve the right to vary these terms of business subject to one month's notice in writing being given to you, 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 practicable.

11.2 Unless due to legal or regulatory requirements, any change will not affect any of our accrued rights and obligations.

## 12. Termination

12.1 The relationship may be terminated by either party on giving three months' written notice to the other.

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

- (i) any material breach by you or any person or body for which you're responsible of any of the provisions of the terms of the relationship.
- (ii) revocation or suspension of your authorisation under the act, permit or approval, by any relevant body or governmental authority.
- (iii) you engaging in any act of wilful misconduct which in our opinion is, or is likely to be, prejudicial to our interests.
- (iv) cessation or suspension of your business, or material litigation involving such business.

## 13. Consequences of termination

13.1 Any termination of the relationship won't affect the provisions of the relationship in so far as they relate to accrued rights and obligations.

13.2 On termination of the relationship, you will inter alia cease all promotion of our service and return all materials and software which are our or our agents' property, including all marketing literature undistributed to your clients. The provisions of clause 9.10, 9.11 and 9.12 on adviser charges due to you shall also then be effective.

## 14. Notice

14.1 Any document or notice to be served by you to us will be sent to your principal place of business, or such other address as is notified in writing. The service shall only be effective once acknowledged by us. You will be entitled to demand such acknowledgement on actual receipt by us of the document or notice. Alternatively, such service may be sent by fax to our usual fax number, subject to receipt being actually acknowledged on our behalf.

14.2 In the case of service by us of any document or notice to you, service will be by the following means: pre-paid post to your principal place of business as set out in your application, or such other place as is later advised by you in writing for the purpose (receipt by you will be deemed to have occurred 48 hours from the time of posting); on delivery by hand to the aforementioned place for service; or by email to your email address, receipt by you being deemed to have occurred when the transmission is shown as complete.

## 15. Dispute resolution

5.1 We're unable to adjudicate in any dispute between you and your client regarding adviser charges. If such a dispute arises, that cannot be resolved satisfactorily between you and your client, we'll withdraw the facilitation of adviser charges in this case. The payment of any outstanding amounts will need to be agreed directly between you and your client.

## 16. General

16.1 You aren't entitled to subcontract or transfer any of your rights and obligations under the terms of the relationship without our consent.

16.2 For the avoidance of doubt, we may delegate or subcontract our obligations under these terms of business at any time. Both our rights and obligations, and yours, will not be affected by such action.

16.3 The terms of the relationship are subject to, and will be construed in accordance with, English law, and the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, the relationship.

16.4 Any failure or delay by either party to exercise its rights under the relationship and/or in law shall not be construed as a waiver of any such rights of the party failing or delaying to exercise the rights, nor prejudice their enforcement in any way.

16.5 In the event any part of these terms of business is declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority, all parties agree that the section in question should be reasonably amended. This step should only be taken with the intent to solve any conflict with the judicial or other competent authority, and the remaining sections will remain enforceable.

16.6 No term of the relationship is enforceable as a result of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the relationship, save in respect of express indemnities and exclusions of liability conferred under the relationship by you on our agents and delegates or other companies in the Wealthtime group of companies. Your client will also not be entitled to enforce the terms of the relationship.

16.7 Nothing in the terms of the relationship should be construed as indicating, or giving rise to, a joint venture or partnership.

16.8 These terms of business together with any addendums subsequently issued by us constitute the entire agreement between 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.



## 17. EQi arrangements (where applicable)

If you're utilising the EQi facilities in respect of our funds list you must agree to the following:

17.1 You will comply at all times with the applicable regulations, including but not limited to the FCA Rules.

17.2 You warrant and undertake (without limitation to any general compliance provision) that you are and will remain an authorised person under FSMA with the FSMA part IV permissions required to utilise the EQi facilities.

17.3 You will notify us as soon as reasonably practicable if:

- (a) you become aware of any instances you're in material breach of the FCA rules in respect of the EQi arrangements.
- (b) any compliance or regulatory issues arise in connection with your authorisation by the FCA to undertake regulated activities including without limitation in the event you cease to be an authorised person.
- (c) any issues arise in connection with the existence and operation of these arrangements identified as a result of any FCA visit, audit or investigation which may impact in any way upon the operation of the arrangements.
- (d) you change trading name, address or other contact details.

- (e) any act, matter or thing arises or occurs in connection with the operation of the arrangements, which may in your reasonable opinion have a material adverse effect on the business contemplated by the arrangements or which may constitute or give rise to a contravention of any legal or regulatory requirement.
- (f) you breach clause 17.2 or if your permission or authorisation is suspended or subject to a restriction, limitation or condition.

17.4 All parties shall co-operate with each other and provide all reasonable assistance in relation to any customer complaints arising from the provision of the EQi services or any obligations under the EQi arrangements.

17.5 Should any party receive a complaint relating to another party's dealings under the EQi arrangements, they shouldn't deal with the complaint, but instead forward it to the other party by the next working day, including full details and any documentation received in respect of the complaint.

17.6 Although Equiniti Financial Services Limited (trading as EQi) is not a party to our terms of business, we agree that EQi will be entitled to rely on the benefit of and enforce the provisions of clause 16 directly with you.

If you require this document in an alternative format please contact us.

Wealthtime and Wealthtime Select are trading names of Wealthtime Limited. Wealthtime Limited is a limited company registered in England and Wales. No. 06016480. Registered Office: 1 London Road Office Park, London Road, Salisbury SP1 3HP. Wealthtime Limited is authorised and regulated by the Financial Conduct Authority. FCA Number 468461.