

## Financial Adviser Registration Application Form and Terms of Business

Please complete the Registration Application Form and read the Terms of Business if you wish to utilise the Wealthtime Private Client Service.

Once signed and completed please return the Registration Application Form to Wealthtime.

### Organisation Details

Name of organisation

FCA authorisation number

Business address





Postcode

Contact name

Telephone number

Fax number

Email address

### Is your Organisation an Appointed Representative of another Firm?

Is your organisation an appointed representative of another firm?

Yes  No

If 'Yes' please provide the following details:

Name of organisation

FCA authorisation number

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

The Wealthtime Private Client Service provides a reporting and administration facility and is provided by Wealthtime Limited. Wealthtime Limited (registered number 6016480) is registered in England and has its registered office at The Oak House, Barford Lane, Downton, Salisbury, Wiltshire. SP5 3QA. Telephone: 01725 512925. Fax: 01725 513493. Web: www.wealthtime.co.uk. Wealthtime Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 468461 and you can check this authorisation at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Wealthtime Trustees Limited (registered number 6243467) is registered in England and has its registered office at The Oak House, Barford Lane, Downton, Salisbury, Wiltshire. SP5 3QA.

### Details of where Adviser Charges are to be paid

Bank name

Bank address



Postcode

Name of firm to receive the payment(s)

Account name

Sort code

Account number

### Declaration

- I/We apply to register in order to provide the Financial Adviser Service.
- I/We have read and agree to the Financial Adviser Terms of Business with Wealthtime. I/We confirm I/we will comply with them and all the Adviser Charging disclosure requirements in respect of each of my/our clients and that if any variation of charges is agreed with a client this will require a further Adviser Charges Agreement before such agreement can be implemented by Wealthtime.
- I/We will read and explain to our Clients the Wealthtime Private Client Service Key Features and Terms and Conditions, the Wealthtime Funds List Key Features and Terms and Conditions and the Wealthtime Adviser Charges Agreement.
- I/We agree that the contact name provided will advise Wealthtime as soon as any registered authorised User of Wealthtime Online temporarily or permanently leaves the Financial Adviser's organisation or if they are no longer authorised to act on behalf of any one or more of their Wealthtime Clients.
- I/We agree that Wealthtime may make such relevant searches and checks (including in regard to credit worthiness) on this organisation and its owners/principals as it sees fit.
- If I/we am/are using the Wealthtime Funds List then I/we confirm I/we have read and agreed to the Terms and Conditions applicable to this.

To be signed by a Director, sole trader or partner as appropriate:

Signature

Name



Name of organisation

Position

Date

Contact telephone number

# Private Client Service Financial Adviser Terms of Business

## 1. INTRODUCTION

1.1 These Terms of Business set out the Terms and Conditions upon which the Financial Adviser will act as intermediary (the 'Financial Adviser Service') in introducing its Clients to the Wealthtime Private Client Service ('the Wealthtime Private Client Service') so that the Client may buy Products and underlying investments within the Wealthtime Private Client Service. These Terms of Business and the Financial Adviser Registration Application Form ('the Application') will govern the relationship between Wealthtime and the Financial Adviser. They are the only terms on which Wealthtime will accept business for the Wealthtime Private Client Service and are legally binding. The Offshore Bond within the Wealthtime Private Client Service is provided by an independent third party. If a Client requires an Offshore Bond within the Wealthtime Private Client Service the Financial Adviser will also have to accept any requirements the Offshore Bond Provider may impose. Further information can be obtained by calling the Wealthtime Private Client Services Team on 01725 512925.

1.2 In order to facilitate Wealthtime's delivery of the Wealthtime Private Client Service to the Financial Adviser's Clients, Wealthtime will allow the Financial Adviser (as agent of the Client) to access Wealthtime Online, subject to Wealthtime accepting the Financial Adviser Registration Application Form and Online Registration Form.

1.3 Each authorised employee within the Financial Adviser's organisation requiring access to Wealthtime Online 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 shall affect the individual requirements of any underlying investment or disinvestment a Client may wish to acquire or dispose of through the Wealthtime Private Client Service. The Financial Adviser undertakes on behalf of itself and its Clients to complete any documentation and provide any information that may be necessary to effect such investment or disinvestment through the Wealthtime Private Client Service.

## 2. DEFINITIONS AND INTERPRETATION

2.1 Where the context so admits, 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 shall have the following meanings:

**Adviser Charges Agreement** means the form completed by a Client and the Client's Financial Adviser to enable Wealthtime to facilitate the payment of charges from the Client's fund to the Financial Adviser.

**Adviser Charge** means the adviser charge payable to the Financial Adviser calculated as per the Financial Adviser's instructions and Client's authority.

**Applicable Laws** means all laws, rules and regulations applicable to the Financial Adviser.

**Product** means an ISA, a JISA, a SIPP, an Offshore Bond, the Personal Investment Portfolio (PIP) or any other Product, including Designated Product Bank Accounts, that Wealthtime may permit to be opened within the Wealthtime Private Client Service from time to time.

**We, us and our** means Wealthtime.

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

**Wealthtime Funds List** means the funds list provided by Wealthtime and available to be held within the Wealthtime Private Client Service.

**Wealthtime Online** means the secure online service available on the Wealthtime Website.

**Wealthtime Private Client Service** means the facilities including services in relation to administration and transactions provided by us in respect of your Client's portfolio of Products.

**Wealthtime Website** means the World Wide Website operated from URL [www.wealthtime.co.uk](http://www.wealthtime.co.uk) or any successor URL.

## 3. AUTHORISATION

3.1 The Financial Adviser warrants that he/she is 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 it to carry out its activities under this contract and will in all respects comply with all Applicable Laws.

## 4. THE RELATIONSHIP

4.1 Acceptance by Wealthtime of an Application by the Financial Adviser is at the complete discretion of Wealthtime, and Wealthtime reserves the right not to accept an Application without giving any reasons for doing so.

4.2 On acceptance by Wealthtime of an Application, the contractual relationship (the Relationship) between Wealthtime and the Financial Adviser 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 Clause 10 Variation).

4.3 The Financial Adviser shall be presumed by Wealthtime to be acting on behalf of its Clients once the Application has been accepted until such time as Wealthtime is advised otherwise by the Financial Adviser, or a Client. The terms of the Relationship shall not affect the obligations in place as between the Client and the Financial Adviser.

4.4 Creation of the Relationship does not oblige any provider or issuer of an investment proposed to be held under the Wealthtime Private Client Service 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 such practice that is detected is to be brought to the attention of each party in this contract.

- 4.6 The Relationship will not confer any exclusive rights on the Financial Adviser. In respect of the Wealthtime Private Client Service and providing advice on Products and underlying investments which are, or may be, part of the Wealthtime Private Client Service, the Financial Adviser will be the agent for its client ('the Client') who has applied through the Financial Adviser for investments to be held subject to the Wealthtime Private Client Service. The Financial Adviser shall not be the agent of Wealthtime. This shall not affect the personal responsibilities of the Financial Adviser to Wealthtime as governed by the terms of the Relationship. The Financial Adviser 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 shall not affect the rights and obligations of Wealthtime and the Financial Adviser as governed by the terms of the Relationship.
- 4.7 The Financial Adviser warrants that the information given by the Financial Adviser in the Application is true and complete in all material respects. The Financial Adviser shall advise Wealthtime as soon as he/she becomes aware that such information, (and as may be amended in any later advice), is no longer true and complete and undertakes to keep details of its Clients up to date with Wealthtime.

## 5. PROVISIONS

- 5.1 The Financial Adviser declares that he/she has read and understood and agrees 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 Private Client Service and any other applicable terms (as may be amended from time to time). The Financial Adviser, as the Client's agent, agrees to comply with the Wealthtime Private Client Service Terms and Conditions.
- 5.2 The Financial Adviser agrees to comply with all administrative arrangements, in connection with the Wealthtime Private Client Service.
- 5.3 The Financial Adviser agrees that it is its sole responsibility to ensure (within the scope of the duties under the Act) that the Products and underlying investments within (or proposed to be held within) the Wealthtime Private Client Service are suitable for its Clients.
- 5.4 The Financial Adviser agrees that they will provide their Clients with the Key Information Documents (KIDs/ KIIDs) for the relevant funds they wish to purchase on their client's behalf (together with information about complaints handling, any compensation and cancellation rights and any other information required by the appropriate regulators).
- 5.5 The Financial Adviser agrees to consider each Fund Manager's target market information when recommending funds to their Clients. To allow Wealthtime to meet its obligations to the Fund Managers, the Financial Adviser agrees to inform Wealthtime if they distribute a fund to a Client:
- Who is outside of the Fund Managers defined target market; or
  - Who falls into the category of individuals for whom the fund is not compatible (i.e. the 'negative' target market).

The Financial Adviser acknowledges that Wealthtime will not perform an assessment of whether a Client meets the target market for a fund.

- 5.6 Where a Client nominates or appoints a discretionary investment manager to manage or advise upon some or all of the Products/Investments ('the Discretionary Investment Manager') the Financial Adviser undertakes that prior to such appointment/nomination it will provide the Client with advice as to the choice of such Discretionary Investment Manager if the Client requires this, and agrees that the monitoring of the performance of the Discretionary Investment Manager is not the responsibility of Wealthtime.
- 5.7 The Financial Adviser undertakes to act promptly on the Client's instructions relating to their Wealthtime Private Client Service and to complete promptly any necessary documentation/forms to establish and carry out transactions for each Product or use its best endeavours to procure such completion as appropriate. The Financial Adviser will not place or submit an instruction via the Wealthtime Private Client Service if the Financial Adviser becomes aware that the instruction is prohibited in any way by any Applicable Laws.
- 5.8 The Financial Adviser shall comply with all statutory and Wealthtime imposed requirements relating to money laundering prevention.
- 5.9 The Financial Adviser undertakes not to send, electronically or otherwise, any information relating to the Wealthtime Private Client Service, or in respect of the Products and underlying investments available as part of the Wealthtime Private Client Service to any jurisdiction outside the United Kingdom, without the consent of Wealthtime. In the event of a Client becoming resident outside of the United Kingdom the Financial Adviser must advise Wealthtime of such fact as soon as becoming aware and no new investments must be acquired for the Products without the prior approval of Wealthtime.
- 5.10 Wealthtime may permit the Financial Adviser to link from its website(s) to websites owned or maintained by Wealthtime but subject to Wealthtime's prior approval on the following basis:
- Wealthtime may withdraw or amend the permission at any time, in which case the Financial Adviser must remove or suitably amend its links to Wealthtime's website(s)
  - The Financial Adviser must link only to pages that Wealthtime may permit from time to time
  - The Financial Adviser must not frame, post, modify or alter the appearance of Wealthtime's sites without Wealthtime's permission
  - The Financial Adviser must not state or imply that Wealthtime endorses, sponsors or otherwise approves of the Financial Adviser, its services or its website
  - The Financial Adviser undertakes to keep its website up to date and accurate in all material respects and must not include any material on its website that is illegal, obscene, defamatory or otherwise inappropriate
  - The Financial Adviser will indemnify Wealthtime from and against any and all claims that may be made against Wealthtime arising out of the existence of the link which are not due to any culpable act on the part of Wealthtime.

5.11 The Financial Adviser undertakes not to sign or amend any documents on behalf of Wealthtime nor make any statements, promises or representations of any kind which bind, or purport to bind, Wealthtime or any employee or director of Wealthtime. The Financial Adviser shall not hold itself out as having authority to make any such representation or bind Wealthtime in any way.

5.12 The Financial Adviser undertakes to comply with all Applicable Laws at all times and to disclose to its 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. The Financial Adviser will immediately notify Wealthtime if a breach occurs of this provision.

## **6. INDEMNITY AND LIABILITY**

6.1 The Financial Adviser will indemnify and keep Wealthtime indemnified, and its agents and delegates, against all losses (including costs) incurred directly or indirectly as a result of:

- (i) Any failure by the Financial Adviser 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, the Financial Adviser or a failure to advise Wealthtime of previous information becoming untrue or incomplete, or
- (iii) Failure by the Financial Adviser or its Client without just cause to settle any transaction or delay in doing so, or
- (iv) Any breach by the Financial Adviser of any of the terms of the Relationship.

6.2 Wealthtime will only be liable to the Financial Adviser for losses arising directly as a result of negligence, fraud or wilful default by it. In no event shall Wealthtime 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 the Financial Adviser ceases to act in relation to the Financial Adviser Service and Wealthtime Private Client Service either generally or in respect of a Client.

## **7. FINANCIAL ADVISER STATUS AND AUTHORITY**

7.1 The Financial Adviser warrants that no permit, approval or authorisation is required in connection with the Relationship and will immediately inform Wealthtime should the position change.

7.2 The Financial Adviser warrants that it has full authority to act on its Client's behalf and will advise Wealthtime as soon as it ceases to be the agent of a Client.

## **8. DATA LICENCES**

8.1 Wealthtime provides SEDOL codes under an agreement with the London Stock Exchange ("the Exchange") which makes you as the customer 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 Wealthtime and you.

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 that they are 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 Wealthtime you must:

- Ensure that you have a legal basis for doing so and, in addition, where specifically required by data protection law, that you have obtained the Client's explicit consent
- Provide all the required privacy notifications to the Client so that they understand that their personal data is being passed to Wealthtime to enable us to lawfully process their personal information in line with the legal basis identified in our privacy notice.

9.5 Where you or your staff or those of your appointed representatives have requested access to Wealthtime Online for the purpose of processing Client personal information you have informed the Clients of this and the legal basis you are 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 the Clients of this and the legal basis you are 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 where relevant, withdraws explicit consent for processing of any special category 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 a Client's personal data you will notify Wealthtime 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 Wealthtime promptly (and in any event 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 Wealthtime with such assistance and cooperation 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 will 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 Wealthtime Online, and
- 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 are 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 will 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 [www.wealthtime.co.uk](http://www.wealthtime.co.uk)

## 10. ADVISER CHARGES

10.1 Wealthtime will not set limits on the Adviser Charges that can be taken but will monitor the level of charges taken and reserves the right to query the level of charges and to refuse to facilitate Adviser Charges if in its opinion any such charges are not in the best interests of the Client.

10.2 Wealthtime will facilitate the payment to the Financial Adviser of any Adviser Charges agreed with the Client for the Financial Adviser Service and any restrictions imposed on the facilitation by Wealthtime from time to time. The Adviser Charges paid to the Financial Adviser in relation to the provision of a personal recommendation to the Client for Products and underlying investments/products within those Products will be based on the Adviser Charges rate(s) agreed with the 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 is calculated subject to there being sufficient cash in the relevant Client Designated Product Bank Account to make the payment. If there is not sufficient cash to facilitate payment then it remains outstanding until such time as there is sufficient cash to make full payment. It is therefore essential for the Financial Adviser to ensure sufficient cash is available as Wealthtime cannot undertake to disinvest to facilitate Adviser Charges.

10.4 The Financial Adviser's statement of account will be communicated by Wealthtime via Wealthtime Online and shall 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 are a member of a network it is 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 the Financial Adviser in relation to the purchase of Wealthtime Funds List funds when an investment is initially made and will be paid by Wealthtime based on the value of the monies invested in the Client's chosen Wealthtime Funds List funds. It is the responsibility of the Financial Adviser to ensure that sufficient cash is retained to enable any Adviser Charge payment. Wealthtime will not be liable to facilitate Adviser Charges if there is insufficient cash available. Where there are no readily realisable assets in the Client's Products to meet such payments, Wealthtime will have no obligation to facilitate that Adviser Charge.

10.6 If any of the Financial Adviser's Client's holdings are re-registered into the Wealthtime Funds List funds any ongoing Adviser Charges paid directly to the Financial Adviser by the Fund Manager will cease.

10.7 The amount payable as Adviser Charges shall 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 Wealthtime's discretion.

10.8 Wealthtime reserves the right to apply Adviser Charges restrictions or changes in respect of future new business at its sole discretion if this is necessary to comply with any legislative or regulatory requirement or for operational reasons.

10.9 Wealthtime's liability in respect of the facilitation of Adviser Charges shall not 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 of notification to Wealthtime of the Financial Adviser ceasing to be authorised to act on behalf of the Client or where the Client or Financial Adviser notifies Wealthtime that the Financial Adviser is no longer the agent of the Client (or such cessation of agency may be reasonably inferred by Wealthtime) and/or where any law or regulation prevents Wealthtime facilitating Adviser Charges to the Financial Adviser and/or where the Relationship is terminated under Clause 11, Wealthtime shall cease facilitating payment of Adviser Charges to the Financial Adviser. This will be with the exception of Adviser Charges already validly accrued to the Financial Adviser in so far as Wealthtime is permitted to facilitate such.

10.11 Wealthtime reserves the right to cease facilitating all Adviser Charges in the event that the Firm ceases to be authorised by the FCA (or any successor regulator), or if any of the directors, partners or the principal of the Financial Adviser 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, Wealthtime may place such payments in a suspense account.

10.12 The Financial Adviser shall not be entitled to, and shall pay to the Client (if already paid by Wealthtime) all Adviser Charges which are not or are no longer due to the Financial Adviser (including Adviser Charges paid after the cancellation of the Adviser Charging 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 Wealthtime shall be repayable. Where money is to be paid, repaid or reimbursed to Wealthtime, it shall be due and payable without any formal demand for payment being issued by Wealthtime unless otherwise stated in the terms of the Relationship.

## **11. VARIATION**

- 11.1 Wealthtime 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 practicable.
- 11.2 Unless due to legal or regulatory requirements, any change shall not affect Wealthtime's or the Financial Adviser's accrued rights and obligations.

## **12. TERMINATION**

- 12.1 The Relationship may be terminated by either party on giving three month's written notice to the other.
- 12.2 The Relationship may be terminated with immediate effect by Wealthtime 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:
- (i) 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
  - (ii) Revocation or suspension of the Financial Adviser's authorisation under the Act, permit or approval, by any relevant body or governmental authority
  - (iii) The Financial Adviser engaging in any act of wilful misconduct which in the opinion of Wealthtime is, or is likely to be, prejudicial to the interests of Wealthtime
  - (iv) Cessation or suspension of the Financial Adviser's business, or material litigation involving such business.

## **13. CONSEQUENCES OF TERMINATION**

- 13.1 Any termination of the Relationship shall not affect the provisions of the Relationship in so far as they relate to accrued rights and obligations.
- 13.2 On termination of the Relationship, the Financial Adviser shall inter alia cease all promotion of the Wealthtime Private Client Service and return all materials and software which are the property of Wealthtime or its agents, including all marketing literature undistributed to the Financial Adviser's Clients. The provisions of Clause 9.10, 9.11 and 9.12 on Adviser Charges due to the Financial Adviser shall also then be effective.

## **14. NOTICE**

- 14.1 Any document or notice to be served by the Financial Adviser on Wealthtime 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 Wealthtime. The Financial Adviser shall be entitled to demand such acknowledgement on actual receipt by Wealthtime of the document or notice. Alternatively, such service may be sent by fax to Wealthtime's usual fax number, subject to receipt being actually acknowledged on behalf of Wealthtime.

- 14.2 In the case of service by Wealthtime of any document or notice upon 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.

## **15. DISPUTE RESOLUTION**

- 15.1 Wealthtime is 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 the Client, Wealthtime will 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 The Financial Adviser is not entitled to subcontract or transfer any of its rights and obligations under the terms of the Relationship without the consent of Wealthtime.
- 16.2 For the avoidance of doubt, Wealthtime may delegate or sub contract its obligations under these Terms of Business at any time. The rights and obligations of the Financial Adviser and Wealthtime will not be affected by such action.
- 16.3 The terms of the Relationship are subject to, and shall be construed in accordance with, the 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, 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 that any provision in these Terms of Business is declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority, the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and the enforceability of the remaining provisions shall not be affected.
- 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 the Financial Adviser upon Wealthtime's agents and delegates or other companies in the Wealthtime group of companies. The Client shall 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 Wealthtime 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.

## 17. SELFTRADE ARRANGEMENTS (where applicable)

If the Financial Adviser is utilising the Selftrade facilities in respect of the Wealthtime Funds List it is agreed as follows:-

- 17.1 The Financial Adviser shall comply at all times with the applicable regulations, including but not limited to the FCA Rules.
- 17.2 The Financial Adviser warrants and undertakes (without limitation to any general compliance provision) that it is and will remain an authorised person under FSMA with the FSMA Part IV Permissions required to utilise the Selftrade facilities.
- 17.3 The Financial Adviser shall notify Wealthtime as soon as reasonably practicable:
- (a) upon becoming aware of any instances whereby it is in material breach of the FCA Rules in respect of the Selftrade arrangements;
  - (b) of any compliance or regulatory issues arising in connection with its authorisation by the FCA to undertake regulated activities including without limitation in the event that it ceases to be an authorised person;
  - (c) of any issues arising 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) of any change in trading name, address or other contact details;
  - (e) if it becomes aware that any act, matter or thing has arisen or occurred in connection with the operation of the arrangements which may in its reasonable opinion have a material adverse effect upon the business contemplated by the arrangements or which may constitute or give rise to a contravention of any legal or regulatory requirement;
  - (f) the Financial Adviser shall notify Wealthtime immediately if it becomes in breach of clause 15.2 above or if its 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 Selftrade services or any obligations under the Selftrade arrangements.
- 17.5 Should any party receive a complaint relating to another party's dealings under the Selftrade arrangements it shall not deal with the complaint, but forward it to the other party by the next working day after receipt including full details and any documentation received in respect of the complaint.
- 17.6 Although Equiniti Financial Services Limited (trading as Selftrade) is not a party to the Wealthtime Private Client Service Financial Adviser Terms of Business it is agreed by Wealthtime and the Financial Adviser that Selftrade shall be entitled to rely on the benefit of and enforce the provision of this clause 16 directly with the Financial Adviser.

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

The Wealthtime Private Client Service provides a reporting and administration facility and is provided by Wealthtime Limited. Wealthtime Limited (registered number 6016480) is registered in England and has its registered office at The Oak House, Barford Lane, Downton, Salisbury, Wiltshire. SP5 3QA. Telephone: 01725 512925. Fax: 01725 513493. Web: [www.wealthtime.co.uk](http://www.wealthtime.co.uk). Wealthtime Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 468461 and you can check this authorisation at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Wealthtime Trustees Limited (registered number 6243467) is registered in England and has its registered office at The Oak House, Barford Lane, Downton, Salisbury, Wiltshire. SP5 3QA.