

PILLING & CO
STOCKBROKERS LTD

HENRY PILLING HOUSE
BOOTH STREET
MANCHESTER
M2 4AF

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Indirect Clients Supplementary Terms Of Business

For office use only:

Agent	
Agent No:	
Executive:	
Date:	

IND1020

INDIRECT CLIENTS SUPPLEMENTARY TERMS OF BUSINESS

**This agreement is for use when an underlying client is introduced to
Pilling & Co Stockbrokers Ltd by an agent who is either:**

- A: a firm of accountants licensed by their designated professional body;
- B: a firm of solicitors able to carry on exempt regulated activities under part 20 of the Financial Services and Markets Act 2000 (FSMA) ; or
- C: a firm authorised by the Financial Conduct Authority (FCA) to carry on regulated activities (this may include a firm of solicitors or accountants if they have chosen to be authorised by the FCA.)

Please complete all boxed areas as appropriate and indicate your acceptance of these Terms of Business by signing at the end of the document.

Name of agent:	
Address:	
Tel No:	Email Address:

All business is conducted on the basis of our published General Terms and Conditions of Business (receipt of which you acknowledge) and of the following conditions. Pilling & Co are regulated by the **FCA** (FRN 652114) and the services we provide to you under these Terms of Business are subject to the rules of the **FCA** ("the rules").

The text of these rules can be accessed from the **FCA** website at www.fca.gov.uk.

You are independent of us and are either:

(Please enter your regulatory body name and register number in the appropriate box)

Category A firms (accountants)

A **professional firm** subject to the rules of a **designated professional body** which licenses you to conduct exempt **regulated activities** under the terms of the **FSMA** and any **regulated activities** performed by you are incidental to your provision of professional services under the FSMA ; or

Category B firms (solicitors)

A **professional firm** subject to the rules of a **designated professional body** and any **regulated activities** performed by you are incidental to your provision of professional services under the FSMA ; or

Category C firms (FCA authorised firms)

An **authorised person** entitled to carry on **regulated activities** of the kind contemplated herein.

These Terms of Business relate to any instructions which you give us in respect of any present or future client of yours ("the Client") who has been or is identified by you to us as your client in relation to any instructions you give to us.

- In carrying out your instructions on behalf of the Client, we will treat the Client as our customer for the purposes of all relevant FCA Rules. However, if you are a Category C firm (FCA authorised firms) you retain responsibility for complying with FCA rules relating to suitability and appropriateness, where appropriate in accordance with the service level agreement, unless otherwise agreed with us.
- We will classify the Client as a retail client in accordance with the **FCA's** rules unless otherwise requested in writing.
- We confirm that in relation to **packaged products**, our advice is restricted to limited types of products as we do not advise on certain types of pension or life policies however our product range is not tied to any financial institution.
- In giving such instructions, you warrant that you have been duly appointed as an agent by or on behalf of the Client to act in their best interests and accordance with these Terms of Business.

For Category A firms (accountants)

- We are entitled to assume that your license from a **designated professional body** remains in effect until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your **designated professional body**. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the **FCA** or of the **FSMA**.

For Category B firms (solicitors)

- We are entitled to assume that your firm is able to carry on exempt regulated activities under the FSMA until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your **designated professional body**. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the **FCA** or of the **FSMA**.

For Category C firms (FCA authorised firms)

- You will maintain relevant authorisation under the FSMA and will notify us if your authorisation ceases.
- We will send statements, valuations and contracts notes to the Client, and will offer to you secure internet access to view on-line copies of the Clients statements, valuations and contract notes. **Please note we will assume responsibility for sending to the Client our standard terms of business as part of our account opening procedure and subsequent terms and product information should it be required.**
- We are entitled to assume, without enquiry, that any information which you give to us about the Client is complete and accurate and that it remains so unless we are advised otherwise by you or we have reasonable grounds on which to doubt it.

- You will confirm to us in writing whether or not you are subject to the current Money Laundering Regulations. If you are subject to the Regulations, then before we can act for the Client, you must first supply us with the necessary customer introduction certificate. Depending on the circumstances, it is possible that further information may be required by us and/or that we may apply our own identification / verification procedures.
- If you are not subject to the Regulations, then we will undertake our own verification of the identity of the Client before we can act for the Client.
- You will notify us immediately when you become aware of changes to the identity of the Client or to the information you have provided. This includes reporting any suspicions of financial crime, possible market abuse or any alleged criminal activity
- Where the consent of the Client is required under the Rules, we are entitled to accept your consent as the consent of the Client and to assume that you are authorised to give that consent. In the event that a complex product warning requires signing by the Client we may request sight of the original signed form before dealing commences.
- Whenever we agree to act as an **investment manager** or to provide advice (e.g. on an ad hoc or non-portfolio basis), the suitability of our advice or the decisions we make on a discretionary basis will be reliant upon the information supplied to us in our client agreement and any further information which you provide to us in writing in relation to the Client both at the time of initial introduction and, thereafter, whenever that information is subject to amendment or revision of any sort.
- Unless expressly agreed with you in writing, we are not acting as an **investment manager** and if you have accepted responsibility for managing the account or portfolio in the exercise of discretion or for advising on its composition and suitability on a continuing basis, then you retain this responsibility.
- If we agree to act as an **investment manager** on a discretionary basis for the Client we will be responsible for ensuring that the discretionary portfolio is suitable in the context of the mandate that has been agreed with, or on behalf of, the Client. However, we will not be responsible for ensuring that the service we provide is suitable within the context of the Client's overall financial planning needs and objectives. Our respective responsibilities are set out in the Service Level Agreement on page 7.
- If we agree, the Client's securities will be registered in the name of our nominee company. We accept responsibility for the safe custody obligations of this nominee company. Please note all individual clients must sign our Nominee Agreement (available on request) to authorise us to hold their assets. This does not apply to ISAs or SIPPs where a separate application form is required.
- All payments made by us to the benefit of the Client via the BACS or Chaps system or personal cheques will be made payable to the Client directly. Any payments made by us to a person who is not the underlying client must be authorised to hold client money.
- All stock bought the Client which is not to be registered in or held by our nominee company, St Anns Square Nominees Limited or registered in the name of a designated account controlled by Pilling & Co will be registered in the name of the Client. Any registering of stock to a person other than specified in the above paragraph must be authorised to hold client assets.
- Unless expressly agreed otherwise between us, in relation to any business undertaken by us on behalf of the Client pursuant to these Terms of Business, you accept liability for all sums due to us which arise there from, except to the extent that such sums are due to negligence and/or fraud on our part.

- We will not make unsolicited real time financial promotions to your client however we do send with our statements a copy of our newsletter ISA & PEPTalk.
- These Terms of Business are binding upon us and may only be varied by reasonable written notice.
- Included within the sums which may become due to us is the interest which we charge on unsettled transaction balances
- We agree to ensure that all employees are suitably skilled and, where appropriate, have the relevant FCA approval or certification under the SM&CR.
- Neither party shall do, attempt or omit to do, anything which would result in or cause the other to be in breach of any law or regulation
- You will notify us immediately upon becoming aware that any regulatory action may take place and keep us updated of any findings resulting from it.
- You will notify us if you become aware of any matter arising in connection with this agreement which has, or may result in a complaint, litigation or proceedings. In the event of you receiving a complaint which relates, or could relate, to our services you agree to inform us of the details without delay
- All client data which we acquire in connection with this agreement will be protected in line with relevant data protection laws. We will not sell, trade, market or transfer client data to a third party, other than in the proper course of our duties.
- Either party may terminate this agreement at any time with immediate effect if the other shall go into liquidation, if a receiver or administrator is appointed. Or if the other ceases to be authorised by the FCA or any other applicable regulator.
- In the event that you cease to act as adviser to the Client, you will notify us in writing as soon as possible following termination of your relationship. Pilling reserve the right to retain the relationship with the Client.
- We may facilitate adviser charges where we have obtained and verified the Client's written agreement (see page 8 for adviser charges). We will not enter into commission sharing arrangements or offer 'kick-backs' for your introduction services. For the avoidance of doubt, adviser charges will cease on termination of this agreement or if you, or the Client, inform us that you are no longer acting on their behalf.
- All intellectual property rights, marketing materials, reports, facilities and services will remain the exclusive property of each party respectively.
- The terms of this agreement shall remain confidential. All information about and services provided to the Client shall remain confidential except where agreed in writing.
- Each party shall give the other notice as soon as possible of material changes in information provided under the terms of this agreement, or any other matters that may impair their ability to provide investment services in the Clients best interest.

Please initial one of the two options below:

Option 1. Please refer to the client for all corporate action decisions. All statements, valuations and contracts including your newsletter ISA & PEPTalk are to be sent direct to the client. We understand that as the agent we can have on-line access to statements, valuations and contract information via a direct secure web link.

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Option 2. Please do not send anything to the client and refer to us the agent for all corporate action decisions. We understand that as the agent we can have on-line access to statements valuations and contract information via a direct secure web link.

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In the event of not receiving a signed agreement we will default to **option 1**.

Client Web Access can be found at www.pilling.co.uk and by clicking on the top "client log in".

YOUR CLIENT WEB ACCESS CODE IS

Upon receipt of this signed document we will email you the client web access password to the e-mail supplied to the FCA and used on their register.

SIGNED FOR AND ON BEHALF OF PILLING & CO BY:

Name of signatory:

Dennis. L. Morgan (Senior Partner)



We confirm we are subject to the Current Money Laundering Regulations

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(please initial box)

We agree to the terms set out above and the service level agreement (SLA), where relevant. These Terms of Business are signed on behalf of the agent by

Name of signatory:	<input type="text"/>
Capacity:	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>

E & OE

Service Level Agreement

Level of service required (*please initial*):

Execution only dealing and custody

Advisory Investment Management

Discretionary Management
(Including AiM and PIP)

For referrals to our Discretionary Investment Managed services:

Both parties shall make and retain records of information used to assess suitability or appropriateness of these services. These records should contain any information required by regulations and should be retained in line with relevant record keeping timeframes

Appropriateness of service—We will rely on your assessment of the Client's overall circumstances, financial planning objectives, knowledge and experience to ensure that an investment managed service is appropriate

Portfolio construction—We will ensure that the Client's portfolio meets the set investment objectives and is consistent with the Client's attitude to risk and investment parameters (as communicated to us by you)

Suitability of transactions—We will ensure the suitability of our decisions to trade, that all transactions are consistent with the terms of the Investment Management Agreement and that the portfolio as a whole remains suitable for the Client's investment objectives and attitude to risk.

Ongoing suitability of portfolio—We shall ensure the ongoing suitability of the portfolio's construction

You remain responsible for:

Selection of service— You will ensure you have conducted sufficient research and due diligence on us to recommend our investment management services to the Client.

Appropriateness of service— You will assess the Client's circumstances and financial planning objectives, knowledge and experience to ensure that an investment management service is appropriate

Portfolio selection— You will ensure that the Client is able to bear any related investment risks and that the investor has the necessary experience and knowledge in order to understand the risks involved in the management of the portfolio

Ongoing monitoring of the service - You will monitor the performance of the portfolio to ensure the on-going appropriateness of the investment management service for the client's overall financial planning and investment objectives

Ongoing monitoring of selection of service - You will monitor our performance to ensure the on-going appropriateness of the selection of us as Investment Managers.

Adviser Charges

Subject to the below signed authority from the client, Pilling & Co will facilitate payments to you the agent.

To be completed by the agent

Initial advisor charge (Fixed amount) £ or %

Ongoing advisor charge (Fixed amount) £ or %

Please provide the bank account details you wish Pilling & Co to pay your advisor charges to:

Account Name

Sort Code

Account Number

To be signed by the client

I agree to these Adviser charges and authorise Pilling & Co to make payment from the funds held on my account.

Client Name:

Client Signature:

Date:

** Please note that Pilling & Co will not enter into commission sharing arrangements with Agents.*