

ASHCOURT ROWAN ASSET MANAGEMENT

# Intermediary Agreement



# Intermediary Agreement

This Agreement, to which is attached the commission schedule, sets out the terms and conditions which apply to (a) Intermediaries placing transactions into any Ashcourt Rowan account and (b) the relationship between Ashcourt Rowan and the Intermediary acting on behalf of the investor.

The Intermediary agrees to be bound by this Agreement and is required to confirm receipt of this Agreement by signing and returning the enclosed Intermediary Registration Form to Ashcourt Rowan. In the event however that no executed Agreement is received by Ashcourt Rowan, then upon the Intermediary placing any transactions or sending any instructions on behalf of any investors, Ashcourt Rowan shall be entitled to treat the Intermediary as having adopted this Agreement as being binding upon the Intermediary and Ashcourt Rowan.

## DEFINITIONS

**“Act”** shall be taken to mean the Financial Services and Markets Act 2000, as from time to time re-enacted or amended.

**“Business”** shall be taken to mean the business of engaging in one or more “regulated activities” in relation to the products.

**“Cancellation rules”** shall be taken as having the meaning given in the Glossary.

**“CIF”** shall be taken to mean Common Investment Fund established under the Charities Act 1993.

**“Client money rules”** and **“client money”** shall be taken as having the meaning given in the Glossary.

**“Company”** shall be taken to mean Ashcourt Rowan.

**“Glossary”** shall be taken to mean the glossary giving the meaning of defined expressions used in the Financial Services Authority’s Handbook of Rules and Guidance (as amended).

**“Guidance Notes”** shall be taken to mean the guidance notes relating to the prevention of money laundering issued by the UK Joint Money Laundering Steering Group.

**“Intermediary”** shall be taken to mean the independent Intermediary carrying on business and authorised to do so pursuant to the Act.

**“ISA”** shall be taken as having the meaning given in the Glossary and in the context of these terms means authorised Unit Trust ISAs and Investment Trust ISAs.

**“Nominated Intermediary”** shall be taken to mean an Intermediary who has either (i) been expressly appointed by a client or (ii) is deemed to be so appointed as a result of a client placing business with Ashcourt Rowan in respect of a product or service through the Intermediary, and in either case, such appointment will cease upon written notice from a client to that effect.

**“Product”** shall be taken as meaning ISAs, Discretionary Management Services, Advisory Management Services and Execution-Only Management Services, either collectively or as the context so requires.

**“Regulated Activities”** shall be taken as having the meaning as given in the Glossary.

**“Scheme particulars”** shall be taken as having the meaning given in the Glossary.

**“Terms”** shall be taken as meaning this Agreement between the Counterparty and the Intermediary.

**“the FSA”** shall be taken as meaning the UK Financial Services Authority and “the FSA Rules” shall mean the rules issued by the FSA from time to time (as amended).

**“unit”** shall be taken to mean a unit in an authorised Unit Trust scheme (or a recognised scheme having similar characteristics) or similar schemes managed or operated by Ashcourt Rowan.

## 1.0 SCOPE OF THIS AGREEMENT

- 1.1 This Intermediary Agreement sets out the terms upon which Ashcourt Rowan will affect transactions in a product or service in accordance with instructions from the Intermediary. By placing an order or instruction with Ashcourt Rowan for a product or service, as defined, the Intermediary acknowledges these Terms apply to the transaction(s) concerned, and undertakes to Ashcourt Rowan to perform the obligations set out herein.
- 1.2 Ashcourt Rowan will only accept business from an Intermediary within the United Kingdom which is authorised under the Act to transact that class or type of business (an "authorised Intermediary") and reserves the right to cease to accept business from, or to refuse any particular business proposed by an Intermediary which has ceased to be authorised or for such other reasons as Ashcourt Rowan deems appropriate.

## 2.0 INTERMEDIARY IS AGENT OF CLIENT

- 2.1 The Intermediary shall be the agent of its client save in respect of its obligations hereunder, and shall only give instructions on behalf of a client to the extent it has the client's authority to do so.
- 2.2 The Intermediary may act as principle if so authorised pursuant to the Act, the FSA Rules or applicable rules and regulations.

## 3.0 PAYMENTS

- 3.1 The Intermediary shall be liable for ensuring that payment is made in accordance with the relevant product(s) or service(s) with the relevant Terms and Conditions or offering document(s) (as applicable) in respect of any subscription monies relating to a transaction for a product or service effected by or through the Intermediary (regardless of whether or not the Intermediary has obtained payment from the client). Payment may be made by cheque or otherwise at the discretion of Ashcourt Rowan. Ashcourt Rowan shall be entitled to cancel in whole or in part any product or service transaction or application in respect of which payment has not been made in accordance with the relevant Terms and Conditions or offering document(s) (as applicable). This provision shall not be affected by any requirement to serve a cancellation notice in respect of the transaction in question nor by the fact that such notice may have been served on previous occasions.
- 3.2 The Intermediary shall keep Ashcourt Rowan indemnified from all direct or indirect loss incurred by Ashcourt Rowan by reason of the Intermediary's failure to make due payment in accordance with clause 3.1. Ashcourt Rowan shall also be entitled to charge interest in respect of the delayed settlement of a transaction for a product or service, at a rate of 1% above the base rate from time to time of the Royal Bank of Scotland. For the purposes of this provision, loss shall include loss resulting from the cancellation of the contract or application other than cancellations pursuant to statutory rights and, without limitation by the foregoing, any other loss or expense caused to Ashcourt Rowan directly or indirectly by a failure of the Intermediary to comply with 3.1 above.
- 3.3 Cheques in respect of transactions involving the repurchases or withdrawals of interests in a product or service, including

but without limitation to, units or shares, will be drawn in favour of the first-named registered unitholder or shareholder, crossed "Account Payee" and despatched to the client, unless Ashcourt Rowan is otherwise instructed. The Intermediary is responsible for informing Ashcourt Rowan if the Intermediary is authorised to handle client money. In this case the Intermediary may request that payments are made by a cheque drawn in favour of the Intermediary (account client).

- 3.4 On the instructions of the Intermediary payments can only be made to another Intermediary who is authorised to hold client money and will normally be made payable to the Intermediary but designated for the underlying client.
- 3.5 If the Intermediary has undertaken to a client to pass monies to Ashcourt Rowan, the Intermediary shall do so promptly. Where payment is made by Ashcourt Rowan to the Intermediary on a client's behalf such payment will discharge Ashcourt Rowan's obligations to that client and the Intermediary shall indemnify and keep indemnified Ashcourt Rowan against all losses, costs, claims, expenses and demands arising from payment to the Intermediary as aforesaid.

## 4.0 COMMISSION

- 4.1 All matters relating to the payment of commission by Ashcourt Rowan in respect of any product or service or client introduction shall be governed by the FSA Rules and all applicable rules and regulations. Unless otherwise and expressly agreed, commission will only be paid by Ashcourt Rowan to UK Authorised Intermediaries.
- 4.2 The maximum rate of initial commission and/or renewal commission or rebate normally payable by Ashcourt Rowan in respect of certain products or services is set out in the Schedule hereto attached to the Terms. Ashcourt Rowan reserves the right not to pay initial commission on certain Unit Trusts or other investments as shall be specified and does not pay commission on dividends reinvested.
- 4.3 Renewal commission or rebate payable in respect of those products or services set out in the Schedule are payable only to an Authorised Intermediary eligible to receive initial commission, and who is, at the time of payment, a Nominated Intermediary in respect of that product or service. Renewal commission will only be paid to a Nominated Intermediary per any one product and/or service as defined. A record identifying a Nominated Intermediary will be amended only on receipt by Ashcourt Rowan of written notice from the client. Such amendment will apply to all future renewal commission payments in the absence of prior written notice from the client to the contrary. Where an independent agent previously eligible for renewal commission becomes tied, all payments of renewal commission will cease. The renewal commission in respect of units is based on the bid value of qualifying holdings on the relevant date. On written application from the Nominated Intermediary, the rebate may be invested for the benefit of the client in the respect of any product or service other than ISAs.
- 4.4 Without prejudice to the payment of commission already accrued, Ashcourt Rowan reserves the right to reduce the rate or rates of commission otherwise due on Ashcourt Rowan giving notice of any such reduction, in accordance with these Terms, to the Intermediary.

- 4.5 Ashcourt Rowan reserves the right to reduce the rate or rates of commission on giving 30 days notice of any such reduction to the Intermediary.
- 4.6 The Intermediary shall not recommend any transaction in any product or service unless the Intermediary has disclosed to its client that the Intermediary will receive commission in respect of the transaction and that Ashcourt Rowan will be providing the client with information about the commission (to the extent required by applicable laws and regulations or these Terms). The Intermediary shall disclose the actual commission payable to the client if so required by the FSA Rules, or if so requested by the client.
- 4.7 If a client exercises a right of cancellation (if applicable), the Intermediary agrees that any commission (including VAT where applicable) paid by Ashcourt Rowan in respect of the transaction shall forthwith be repaid by the Intermediary to Ashcourt Rowan. All or any amount of commission due to be repaid by the Intermediary (whether or not due to the exercise of a statutory right of cancellation) and any other amount owed by the Intermediary to Ashcourt Rowan may be deducted from any other amount of commission due (either at that time or thereafter) from Ashcourt Rowan to the Intermediary.
- 4.8 Ashcourt Rowan may, at its absolute discretion, cease payment of commission to the Intermediary:
  - 4.8.1 If the Intermediary ceases to be authorised to carry on business or the Intermediary's authorisation is suspended, or
  - 4.8.2 Where the payment is in respect of a person for whom the Intermediary has ceased to act; or
  - 4.8.3 If the Intermediary shall die, become bankrupt, compound with or assign his estate or effects for the benefit of creditors, have his goods seized in execution or; where the Intermediary is a company, goes into liquidation or receivership or is subject to an administrative order; or if the Intermediary is subject to an investigation under the Act or FSA Rules.
- 4.9 In the event of early termination by a client of any contract or service in respect of which commission is paid on indemnity terms, the Intermediary undertakes to return pro-rata to Ashcourt Rowan any commission paid to the Intermediary, but not actually earned, as at the date on which the early termination of such contract or service was notified, either to Ashcourt Rowan or the Intermediary, whichever is earlier.

## 5.0 MONEY LAUNDERING

- 5.1 The Intermediary acknowledges that any transaction involving client money will be covered by all statutory and other requirements relating to money laundering as amended from time to time, including, but not restricted to, the Criminal Justice Act 2003; the Money Laundering Regulations 2003; the Proceeds of Crime Act 2008; the Guidance Notes, and the FSA Rules. Failure to comply with the relevant Money Laundering requirements may result in the refusal to effect transactions in a product or service as defined, the withholding of redemption proceeds and/or commissions and/or the inability to effect further transactions in any product or service as offered from time to time by Ashcourt Rowan.

- 5.2 The Intermediary undertakes full and complete responsibility for the identification procedures to comply with any other requirements necessary under the Money Laundering requirements in respect of any transaction in any product or service.

## 6.0 DOCUMENTATION AND DEALING

- 6.1 The Intermediary shall pass to a client immediately and without any amendment any documents supplied by Ashcourt Rowan for the information of or completion by a client as required by applicable laws or regulations relating to the effecting of a transaction or an investment in a product or service. Ashcourt Rowan will promptly supply to the Intermediary copies of such items as may be required to enable the Intermediary to carry out its obligations hereunder.
- 6.2 The Intermediary undertakes to comply with the packaged product disclosure requirements in force at the time of recommending or effecting a relevant purchase of units.
- 6.3 In respect of ISA applications made by the Intermediary on behalf of clients and passed to Ashcourt Rowan electronically or by telephone, the Intermediary warrants that the client has provided to the Intermediary the information, declaration and authority required by the rules of Her Majesty's Revenue and Customs. Ashcourt Rowan reserves the right to refuse to accept such instructions at its absolute discretion.
- 6.4 Ashcourt Rowan reserves the right to send documents direct to a client.
- 6.5 When placing an order for the purchase or sale of any product or service or any constituent part thereof for the first time, the Intermediary shall provide Ashcourt Rowan and its agents with a statement in writing of the Intermediary's FSA authorisation reference number and whether or not the Intermediary is authorised to handle client money. The cancellation rules will apply to the instruction unless Ashcourt Rowan is instructed to the contrary by the Intermediary at the time the order is placed.
- 6.6 Save as otherwise provided herein, all transactions in a product or service as defined introduced by the Intermediary may be made, and will be accepted, only on the basis of the relevant products or services Terms and Conditions or offering documents(s) (as applicable).
- 6.7 These Terms shall apply once an order in respect of a product or service has been placed by the Intermediary and to all business between the Intermediary and Ashcourt Rowan.

## 7.0 INDEMNITY

- 7.1 Without prejudice to the indemnities contained above, the Intermediary shall indemnify and keep indemnified Ashcourt Rowan against all direct losses, costs, claims, expenses or demands incurred by such entity arising from (i) any failure by the Intermediary to comply with all applicable rules and regulations, including the provisions of the Act, any regulation made thereunder and the FSA Rules, or (ii) any breach by the Intermediary of any of these Terms including, without limitation to the foregoing, any failure to provide promptly and accurately the information required pursuant to these Terms or (iii) failure by the Intermediary to inform Ashcourt Rowan that the cancellation rules apply to a particular transaction or product or service, and any shortfall on cancellation or the failure of the client to settle the contract.

## 8.0 SERVICE OF DOCUMENTS

- 8.1 Any letter or other document shall be deemed to have been duly served upon the Intermediary if it is sent by post to, or left at the address of, the Intermediary last notified by the Intermediary to Ashcourt Rowan in writing. Any letter or other document served by first class post shall be deemed to have been served on the business day following that on which the envelope containing the same is posted and in proving such service it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.

## 9.0 VARIATION

- 9.1 Ashcourt Rowan reserves the right to vary these Terms, but except in so far as required by the Act or any regulations made thereunder or the FSA Rules or other applicable law or regulation.
- 9.2 No variation shall affect contracts made prior to the time of the variation except as otherwise stated herein.
- 9.3 Not less than 30 days notice shall be given to the Intermediary of, and prior to, a variation.
- 9.4 The Intermediary shall not be entitled to sub-contract or transfer any of his rights and obligations hereunder without the prior written consent of Ashcourt Rowan.

## 10.0 TERMINATION

- 10.1 The Intermediary may terminate these Terms by giving written notice to Ashcourt Rowan.
- 10.2 Ashcourt Rowan may terminate these Terms by giving the Intermediary not less than 14 days prior written notice.
- 10.3 Termination will not affect any outstanding order, instruction or transaction, any provision of these Terms intended to serve termination, or any legal right or obligations which may have arisen prior to termination. The payment of commission payments by Ashcourt Rowan to the Intermediary after the termination of these Terms shall be decided on a case by case basis.

## 11.0 ADVERTISING

- 11.1 The Intermediary shall not use any Ashcourt Rowan logo nor the term Ashcourt Rowan, or any derivation thereof in any promotional publication without prior written consent from Ashcourt Rowan, or give or make or purport to give or make any representation or warranty on behalf of Ashcourt Rowan or any Ashcourt Rowan fund.
- 11.2 Notwithstanding the prohibition in 11.1 above, the Intermediary may, for the purposes of providing factual information to its own clients or prospective clients, use the term "Ashcourt Rowan" or any of the above derivations in written material listing the assets held in its model portfolios or naming the Investment Managers with whom the Intermediary has a business relationship. For the avoidance of doubt, this permission does not extend to the use of any Ashcourt Rowan logo.
- 11.3 The Intermediary warrants and represents that it will not do, permit or commit any act, matter or thing which would or might prejudice or bring into disrepute in any matter the business or reputation of Ashcourt Rowan or any Ashcourt Rowan fund.

## 12.0 DUTY OF CARE

- 12.1 Ashcourt Rowan agrees to use its best efforts, judgement and due care in performing its duties and obligations hereunder provided that it shall not, in the absence of negligence, default or breach of good faith on its part or on the part of its affiliates, directors, officers, employees or agents, be liable for act or omission in the course of or in connection with its duties and obligations hereunder.

## 13.0 CONFIDENTIALITY

- 13.1 The Intermediary shall not disclose to any person, whether before, during or after termination of these Terms, any information which has come into its possession as a result of acceptance of these Terms, unless compelled to do so by any court or regulatory body of competent jurisdiction. For the avoidance of doubt, information supplied to Ashcourt Rowan by the Intermediary or by any investor may be passed onto other companies associated with Ashcourt Rowan.

## 14.0 DATA PROTECTION AND PERMITTED DISCLOSURES

- 14.1 The Intermediary agrees that Ashcourt Rowan may obtain information (including personal data and sensitive personal data, each defined in the Data Protection Act 1998) about the Intermediary and the investor. Both parties will treat any information learnt about the other as confidential, both during and after the termination of these Terms and except as otherwise agreed or compelled to do so by any court or regulatory authority shall not disclose the same to any third party without the other's consent.
- 14.2 The Intermediary agrees that Ashcourt Rowan may use, store or otherwise process such information (whether provided electronically or otherwise) and may disclose such information (including without limitation information relating to transactions and accounts, products or services) as may be required to administer these Terms, provide service to the Intermediary and the investor, including without limitation, assessing any credit limit or other credit decision and enabling the company to carry out analysis and otherwise market products and services to the Intermediary.
- 14.3 The Intermediary agrees that the company may transfer or disclose such information to any associated company or third party wherever located in the world. Such parties may include those who provide services to Ashcourt Rowan or act as Ashcourt Rowan's agents, to whom Ashcourt Rowan transfers or proposes to transfer any of its rights or duties under these Terms and those licensed credit reference agencies or other organisations that help Ashcourt Rowan to make credit decisions and reduce the incidence of fraud or in the course of carrying out identity fraud prevention or credit control checks. The Intermediary agrees that Ashcourt Rowan may transfer information it holds about the Intermediary and the investor to any country including countries outside the European Economic Area which may not have data protection laws, for any of the purposes described above.
- 14.4 In relation to any personal data or sensitive data belonging to the Intermediary, its directors, employees, officers, or agents of any investors that is provided to Ashcourt Rowan, the Intermediary represents to Ashcourt Rowan that each

such person is aware of and consents to the use of such data as set out in this clause and the Intermediary agrees to indemnify Ashcourt Rowan against any loss, costs or expenses arising out of any breach of this indemnification.

- 14.5 The Intermediary agrees that Ashcourt Rowan may, pursuant to these Terms, make direct contact with the Intermediary by telephone, facsimile or otherwise without the Intermediary's express invitation. The Intermediary consents to such communication and acknowledges that such communication will not be considered as being a breach of the Intermediary's rights under the Telecommunication (Data Protection and Privacy) Regulations 1998.
- 14.6 The Intermediary represents and warrants that it has the authority of the investor to consent to the terms of this paragraph on behalf of the investor.
- 14.7 Ashcourt Rowan hereby notifies the Intermediary that telephone conversations to and from (any of) Ashcourt Rowan's offices may be recorded and monitored. The Intermediary agrees that Ashcourt Rowan may deliver copies or transcripts of such recordings to any court or regulatory authority.
- 14.8 Ashcourt Rowan undertakes that it will not solicit or seek to entice away from the Intermediary any Client for the purpose of doing business of the same or a similar nature to the business which the Intermediary provides to the Client.

## **15.0 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 15.1 The parties hereto do not intend any provision of these Terms to be enforceable by any person other than themselves or their permitted successors or assignees and hereby acknowledge and agree for the purposes of the Contract (Right of Third Parties) Act 1999 or any similar legislation that no rights, powers or benefits are, or shall be, conferred on any person pursuant to these Terms.

## **16.0 GOVERNING LAW AND EFFECT OF REGULATIONS**

- 16.1 These Terms shall be governed and construed in accordance with English law.
- 16.2 If in any case the provisions of any law or regulation which may apply to Ashcourt Rowan, or the terms of any products or services Terms and Conditions or offering document(s) (as applicable) or the terms of the constitutive documents for any product or service concerned, conflict with the obligations expressed to be assumed by Ashcourt Rowan, such provisions or terms shall prevail.

# Application for registration with Ashcourt Rowan as an Intermediary

In this application and the attached Terms for Intermediaries, unless the context requires otherwise:

“**Business**” means applications for the products or services offered by us.

“**Commission Account**” means the commission account which you hold with us.

“**FSA**” means the Financial Services Authority, the UK financial sector statutory regulator.

“**Intermediary**” means any person, firm or company authorised under the Financial Services and Markets Act (“the Act”) who introduces clients to us.

“**Minimum Amount**” means the minimum amount of commission that must accumulate on your account before we pay it to you.

“**Ashcourt Rowan**” means Ashcourt Rowan and its owned subsidiaries.

“**We**” or “**Us**” means Ashcourt Rowan.

“**You**” means the Intermediary to whom this application and the Terms apply.

**Once fully completed, this form should be sent to: Intermediary Services, Ashcourt Rowan, 2 Queen Square, Bath, BAI 2HD.**

## I. ORGANISATION

What is the constitution of your business?

Sole trader/partnership/limited company/plc	
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Please detail time in business

Years

Months

SIB/FSA registration number	
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Name and address of your business

Business name*	
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Address	
	Postcode
Telephone	

Email address		Website address	
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\*Trading name if different

### 1.1 IF A LIMITED COMPANY, PLEASE COMPLETE

Company's registered name			
Registered office address			
		Postcode	
Registration number			
Email address		Website address	

### 1.11 IF THE BUSINESS IS A WHOLLY OWNED SUBSIDIARY, PLEASE COMPLETE

Holding company's registered name			
Holding company's registered office address			
		Postcode	
Registration number			
Email address		Website address	

## 2. PRINCIPALS OF THE BUSINESS

Please give details of all principals of the business ("controllers", directors, partners etc)

Name(s)	Date of birth	Position

Please continue on a separate sheet if necessary

### 3. MAIN NATURE OF YOUR BUSINESS

Which of the following best describes your business?

IFA

Solicitor

Accountant

Other \*  Please specify below

\*

Is your business authorised to handle Client Money?

### 4. CONSUMER CREDIT

Do you have a current Consumer Credit Licence? Yes  No

Please tell us the number on your licence:

Are you an Appointed Representative or other category of Network member? Yes  No

If Yes, which Network?

### 5. COMMISSION REQUIREMENTS

Name and address of the business bankers (full postal address of your branch as shown on your cheques) to which commission and fees are to be credited.

Name of bank	<input type="text"/>		
Name of contact (if known)	<input type="text"/>		
Address	<input type="text"/>		
			Postcode <input type="text"/>

If you wish commission payments to be credited to your bank account, please complete the following:

Name of account holder	<input type="text"/>		
Account number	<input type="text"/>	Sort code	<input type="text"/>

For monthly settlement, commission will be settled provided total commission exceeds £50.

## 6. DECLARATION

I/We hereby apply to be registered with you as an Intermediary, subject to the terms and conditions set out in the Terms for Intermediaries regulating relations between Ashcourt Rowan and Intermediaries ("Terms"). I/We confirm that all the information that I/We have provided herein is accurate and true.

I/We \* confirm that I/any principals of the business/the business itself have never been convicted of a criminal offence involving fraud or dishonesty. (\* Delete as appropriate).

In signing this declaration, I confirm that I am a duly authorised company signatory, and that I am authorised and permitted to sign for and on behalf of the company party hereto.

### THIS FORM MUST BE SIGNED BY AN APPROPRIATELY AUTHORISED COMPANY SIGNATORY.

Signature	Position	Date

Completion of this application does not confer acceptance by Ashcourt Rowan. If Ashcourt Rowan accepts your application, the Agreement is not considered to be in force until such time as you receive written confirmation from us and have been served with the Terms of Business for Intermediaries and you agree to be bound by their contents.

This document, which consists of this application together with the Intermediary Service Agreement here attached, should be returned to Ashcourt Rowan Intermediary Services in its entirety.

[www.ashcourtrowanint.com](http://www.ashcourtrowanint.com)

Ashcourt Rowan Asset Management Limited is authorised and regulated by the Financial Services Authority. Registered in England and Wales with company number: 03691998. Registered Office: 6th Floor, Vintners Place, 68 Upper Thames Street, London EC4V 3BJ.

Part of Syndicate Asset Management Plc