

## Adviser handshake

### Introduction

This document sets out the terms upon which we accept business from an adviser who has registered with us. It should be read in conjunction with the information and product documentation included on our website ([www.investcentre.co.uk](http://www.investcentre.co.uk)).

The terms of this adviser handshake apply, as appropriate, to the adviser firm, individual advisers of that firm and any other employees or representatives of the firm who deal with us in relation to the adviser firm, whether registered with us or not.

Further information can be found in the FAQs section of our website at [www.investcentre.co.uk](http://www.investcentre.co.uk) or by telephoning our adviser helpline on 0345 83 99 060.

### Our commitment

Our commitment to you is that we will always endeavour to:

- maintain a **TRANSPARENT** charging structure
- provide **FLEXIBLE** platform and product offerings
- give **VALUE** for money
- deal with you and your client with **INTEGRITY**
- provide you and your client with a **QUALITY** service
- resolve any issues that arise **FAIRLY** in a timely and efficient way
- not encroach on your **RELATIONSHIP** as adviser to your client
- pay your **ADVISER CHARGES**, as agreed with your client, efficiently and on time

### Scope

You are the agent of your client in relation to all aspects of business for that client with AJ Bell Investcentre. We may accept instructions from you on behalf of your client but reserve the right to request that instructions are signed by the client, for example, in relation to payment of benefits or adviser charges.

You are not an agent of AJ Bell Investcentre, AJ Bell Management Limited, AJ Bell Securities Limited or any other AJ Bell company, and are not authorised to act on our behalf. You may not collect contributions, subscriptions, payments or transfers (unless you are simply passing us a cheque) nor issue receipts for such items on our behalf.

We reserve the right not to accept business from an adviser firm.

If we refuse to accept further business from you and/or cancel your registration, we will continue to provide administration services to existing clients in accordance with our terms and conditions, until such time as the client transfers away from us.

### Registration

We will only accept business from UK-based adviser firms that:

- are authorised and regulated by the Financial Conduct Authority (FCA), or such other regulatory body that takes over responsibility for regulating the business of financial advisers
- have registered with us by completing the registration process via our website

Once the FCA-authorised firm has been registered, appointed representatives or individual advisers of that firm can then register, along with other employees or representatives of the firm who may deal with us on a regular basis.

We reserve the right to conduct security checks to verify the information you have provided as part of the registration process.

We also reserve the right to cancel the registration of the adviser firm, or a registered individual, at our absolute discretion. Registration will be cancelled if the adviser firm, or individual adviser, ceases to be authorised by the FCA.

Once you have registered you will be provided with a unique username and password to allow access to secure areas of our website.

### Permission levels

Any employee of an adviser firm who registers with AJ Bell Investcentre will automatically be provided with one of two default website permission levels. People who are not registered with the FCA will have access to basic website content, but no client information (access Level 1). FCA-registered advisers, on the other hand, will be able to access all web content for any clients that are assigned to them on the system (access Level 2).

There are four access levels in total:

**Level 1** – Cannot access any clients - access to literature and illustration tools only (default level for new non FCA-registered individuals)

**Level 2** – Can only access clients assigned to own username (default level for new FCA-registered individuals)

**Level 3** – Can access all the clients assigned to users at their office. If you are part of a network of firms, this is the highest access level available.

**Level 4** – Can access all the clients assigned to users at their firm. This access level is not available if you are part of a network of firms.

As a registered user, you can be assigned one of the above access levels for each of the following functional areas within AJ Bell Investcentre:

- Client details
- Adviser charges
- Money movement
- Adviser dealing

If you would like your access levels to be altered from their default setting, you should contact your firm's nominated individual. Please note that the access levels for 'Adviser charges', 'Money movement' and 'Adviser dealing' can never be higher than the level set for 'Client details'.

## Nominated individuals

Every adviser firm registered with AJ Bell Investcentre must appoint at least one 'nominated individual' to manage access levels across their firm.

This role is assigned via an 'Appointment of nominated individual form', which is available from the literature section in the secure area of the website. There is no upper limit on the number of nominated individuals that a firm can appoint.

Any actions undertaken by a nominated individual are the responsibility of the firm that appointed them.

If a nominated individual leaves your organisation, AJ Bell Investcentre cannot be responsible for appointing a new one, nor can we be responsible for removing the access rights of the departing individual.

## Your responsibilities

### General

You will, at all times, comply with the principles, rules and guidelines of the FCA and any other body by which you are regulated. In particular, you will:

- always act within the scope of your regulatory permissions
- inform us immediately of any change to your regulatory status or any event which is likely to affect your regulatory status
- only give instructions to us where you are authorised to do so by the client, maintain records of such authorisation and will promptly let us have any copies of those records that we reasonably require to satisfy ourselves that you had obtained authority
- not do anything that might cause us to breach our regulatory responsibilities

You agree to indemnify us against any loss sustained from business you have introduced to us outside the scope of your FCA authorisation.

You will provide us with any information we may reasonably request in connection with this adviser handshake or to enable us to meet our regulatory obligations.

Before you place a trade for a client, you must provide us with any information we request from time to time about the client for FCA transaction reporting. If we do not receive that information, we may not permit you to place the trade.

### Advice

All matters relating to advice to your clients are your responsibility and, for the avoidance of doubt, we cannot provide advice to you or your clients in relation to:

- the suitability, or otherwise, of a product or individual investment
- the level of contributions, payments or subscriptions to pay
- whether to transfer existing products to AJ Bell Investcentre
- which investments to buy/sell
- the most appropriate choice(s) for your client when they take benefits
- tax or any other financial services-related matters

## Transfers

You will be responsible for initiating and co-ordinating the processing of all transfers from other providers. We cannot be held responsible for any delays in the receipt of such transfers.

## Provision of information to clients

You will ensure that your client receives a copy of the relevant AJ Bell Investcentre key features, the charges and rates, the relevant investment fact sheet and the terms and conditions before a SIPP, ISA or General Investment Account (GIA) is established with us.

In good time before any investment is made under an AJ Bell Investcentre product, you will ensure that the client has received all of the information required under the FCA rules or guidance, MiFID II and PRIIPs, including, where appropriate, the Key Investor Information Documents (KIIDs), Key Information Documents (KIDs) or key features. You will also ensure that the client understands all relevant details, including the risks involved and associated costs and charges.

You will only promote investments to clients in accordance with the FCA rules.

## Permitted investments

Before making an investment on behalf of a client, you will seek guidance from us if you are unsure as to whether it is permitted by HM Revenue & Customs, or by our own policy. Information on what investments we will permit is on our website. In all cases our decision in respect of permitted investments will be final.

You are responsible for assessing individual investments and their suitability for your clients, and for carrying out appropriate due diligence checks. Our confirmation that a particular investment can be held under one of our products must not be taken as any indication of the merits or financial or regulatory standing of the investment or its provider, or that it is suitable for any client.

## Available cash

You must ensure that sufficient liquidity is maintained within each cash account to pay any planned withdrawal or benefit payment due to a client, as well as your adviser charges and our charges and fees.

## Security details

You will not divulge your security details to anyone and you must notify us immediately if your username and password have been compromised.

## Adviser firms

You will notify us as soon as possible if you intend to transfer your business to another firm or if you cease to employ an adviser, or other employee or representative, registered with us under your firm. On receipt of such notice, we will disable the adviser firm's, and/or the individual's, access to our website and systems.

You will ensure that you, or your individual advisers, have and maintain the relevant professional qualifications, as required by the FCA, and that your individual advisers continue to hold the Statement of Professional Standing.

## Individual advisers

Whilst clients may be allocated to you individually as an adviser, the ultimate ownership of any client rests with your adviser firm, the body authorised by the FCA.

You must notify us immediately if you change jobs as your username and password must be disabled. Attempts to use your login details or to access information from us after you have changed jobs will be treated as a breach of confidentiality and data security legislation.

You may, of course, register as an adviser under your new firm. However, you will need to obtain a letter of authority from a client to transfer servicing rights to your new firm.

## Communication

We will communicate with you by email wherever possible and we do require you to maintain a valid email address as a condition of registration with us.

You have the option to elect not to receive any marketing or promotional updates from us. However, if you do make such an election, we will still send you information about any changes to our terms and conditions (including charges) and regulatory developments which may impact existing or potential clients.

In situations where, for regulatory or other reasons, we have to contact your clients direct, we will do so by post, email or telephone, whichever method is deemed the most suitable, at our sole discretion. We will endeavour to ensure that you receive a copy of any written communication sent to your client.

## Verification of a client's identity

You agree that, in all cases, you will comply with the guidelines and rules as set out by the following:

- European Council Directives
- Money Laundering Regulations 2007 or successor legislation
- the Joint Money Laundering Steering Group
- the FCA

In addition, we will maintain processes to verify the identity of clients and relevant third parties in compliance with our regulatory obligations and we may undertake further ongoing checks to ensure that our records remain up-to-date.

## Data protection

You must always ensure that you have client authority to pass their personal details to us. Once received by us, all client data will be dealt with in accordance with the provisions of the General Data Protection Regulation (GDPR), or successor legislation.

Where you transmit data and other personal client information to us in the course of using our products and services, we jointly act as independent data controllers and as such we are each responsible for ensuring that we comply with our respective obligations under applicable data protection and privacy laws (including but not limited to GDPR and any superseding or replacement legislation).

We may provide data about you, or your clients, to the FCA or any other regulatory body where required to do so by legislation or the rules of that body. In addition, we may provide aggregated data about business introduced to us by adviser firms to market research and analysis companies, in connection with services they provide to us, but we will not provide any personal data about you or your clients to such firms. Further details of how we use your and your clients' personal data are available from our [privacy policy](#).

You will notify us within five days if you receive a request from a client for us to give them access to their personal data, and will help us to respond to such request.

## Investment options - SIPP

Your authority and responsibility as an adviser will vary depending upon the SIPP investment option(s) chosen.

Full details can be found in our terms and conditions as well as the investment management agreement for the chosen investment partner(s) (if applicable).

## Adviser charging

### Facilitation

Subject to the following paragraphs, we will facilitate the payment of the adviser or consultancy charges agreed between you and your client (adviser charges). You are responsible for obtaining the client's agreement to adviser charges and we will require you to provide reasonable evidence of this agreement before paying adviser charges.

Please refer to the AJ Bell Investcentre website for information on the different forms of adviser charges that we can facilitate and the method and frequency of payment.

### Payment

Please note that:

- all payments of adviser charges will be made electronically by BACS to the nominated bank account for the adviser firm
- it is your responsibility to ensure that there is sufficient liquidity within each product cash account to pay your adviser charges when due
- adviser charges may be amended by your client at any time, subject to receipt of written instructions from the client

### Bank details

Nomination or variation of bank account details for payment of adviser charges or commission must be in writing and signed by an authorised individual on behalf of the adviser firm. We reserve the right to delay or cancel payment if, in our sole opinion, the security of such payments has been compromised in any way.

### Stopping payments

We will stop paying adviser charges if the adviser firm or, depending on the circumstances, a registered individual of the firm, ceases to be authorised by the FCA, or we are instructed to do so by you or your client.

It is your responsibility to instruct us to stop paying adviser charges where the arrangement you had agreed with your client comes to an end (e.g. initial charges on regular payments).

### Commission on investments purchased before 31 December 2012

You may continue to receive commission payable on unit trusts, OEICs, bonds etc. purchased before 31 December 2012 for as long as these investments continue unaltered. If any change is made to such an investment it is likely that all commission payments will stop from that point. Please contact us for more information.

It is your responsibility to agree and disclose all such commission in line with your regulatory requirements.

Renewal commission will continue to be paid after the end of each calendar quarter (March, June, September, December).

## Reimbursement

You agree, upon written request by us, to return promptly (within 10 working days) any adviser charges or commission inadvertently or incorrectly paid.

You agree to indemnify us against all and any claims from clients in respect of your adviser charges or commission.

## VAT

You can arrange for adviser charges to be paid with or without VAT. We cannot give any advice as to whether or not you should add VAT to your adviser charges.

## General

All adviser charges, when paid from a SIPP, are paid on the strict understanding that there will be no rebates, directly or indirectly related to the payment, of any form by the adviser firm (or the individual adviser) to the client or a party in any way connected with the client. Failure to adhere to this requirement may jeopardise the tax status of the product.

We will not make any other payments to you other than to facilitate the payment of adviser charges or pre-31 December 2012 commission, as described above.

You agree that you will not accept any form of payment or benefit in relation to any AJ Bell Investcentre product or investment held under an AJ Bell Investcentre product, other than in the form of adviser or consultancy charges (for this purpose as defined in the FCA rules), or pre-31 December 2012 commission, that have been agreed with your client.

## Miscellaneous

### Notification

You will notify us as soon as possible if you become aware of any error on a client's account with us, including any mistake or inaccuracy in a contract note or confirmation of an investment.

### Use of the AJ Bell Investcentre website

The AJ Bell Investcentre website may be subject to occasional disruption and may not support some browsers or be fully compatible with your systems.

You may download or print individual sections of the AJ Bell Investcentre website and information from websites linked to the AJ Bell Investcentre website for your own internal use, or for use by you in respect of the client to which it relates, but not for any other purpose, provided it retains intact all copyright and proprietary notices. You may not reproduce or distribute any material without our consent.

Although we make reasonable efforts to ensure the accuracy of any client data made available via our websites, we cannot guarantee its accuracy and it is up to you to check the accuracy of any such data before you use it and, in the absence of our negligence, we do not accept liability for any errors in that data.

We provide other data services, including valuation and pricing data, through our websites on an 'as is' basis and do not guarantee the adequacy, accuracy, timeliness or completeness of, or accept liability for the failure, interruption, delay or defect in the performance of, any data service. We do not accept any liability for any decision taken by you or your client based on such data.

We reserve the right to suspend the adviser firm's, or a registered individual's, access to the secure areas of the AJ Bell Investcentre website, or to amend their access permissions, if we consider it necessary for regulatory reasons or to protect the interests of clients.

Any reference in this adviser handshake to the AJ Bell Investcentre website or our websites includes all related links and interfaces made available via the websites, including to Avelo, Intelliflo and any other software.

No transmission of data via the internet can be guaranteed to be 100 percent secure. Consequently, we cannot guarantee the security of any data or other information that you download from the data page and you do so at your own risk.

## Marketing materials and tools

You use the illustration facilities and investment tools (e.g. Bulk Dealing and Model Portfolio Service) available on the AJ Bell Investcentre website at your own risk. Although we make all reasonable efforts to ensure these are accurate and work effectively, it is your responsibility to ensure that any projections and the use of these tools satisfy your own regulatory and compliance requirements.

The intellectual property rights in the FTSE data and other valuation and pricing data available on the AJ Bell Investcentre website belong to FTSE International Limited and/or third parties. So, unless you buy a licence from the owner, you can only use this data for your own internal business purposes. You will not be permitted to:

- distribute it to anyone else
- use it for the benefit of anyone else
- use it to create any financial product or service
- remove any copyright or other ownership notices it contains

Also, whilst we make every effort to ensure that our marketing literature satisfies regulatory requirements, it is your responsibility to ensure that you meet your compliance requirements at all times and we cannot accept any liability whatsoever in the event of your non-compliance with your regulatory responsibilities.

We may change the content of the AJ Bell Investcentre website or the illustration and investment tools available at any time. We will endeavour to inform you of any significant changes to the tools available or the content of the secure area of the site in advance of the change.

## Amendments

We may amend the terms set out in this adviser handshake by giving notice to the adviser firm in writing (by email or post).

## Applicable law

This document shall be governed by English law.