

Agent as client agreement and terms of business for financial advisers

WALKERCRIPS

You should use this form if you would like Walker Crips Investment Management Ltd to treat your firm as our client when you are acting on behalf of your Underlying Client. This service is only available to FCA regulated firms or Appointed Representatives of FCA regulated firms, holding the relevant permissions.

Please return this completed form to Walker Crips Investment Management,
128 Queen Victoria Street, London EC4V 4BJ.

A Agent details

Company Name	
Trading Name (if different)	
Registered Office Address	
Postcode	
Website	
Correspondence Address (if different)	
Postcode	
Telephone	Email
VAT number (if registered)	Legal Entity Identifier (LEI) Number <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

The LEI is a 20 character alphanumeric code. If the Company does not have an LEI we can apply for one on your behalf. Please speak to us for further information.

B About the agent

FCA Reference Number	
How many certified individuals are currently authorised by the firm?	
Are you part of a network? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name and address of network (if applicable)	
Postcode	
Are you an Appointed Representative? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name and address of network (if applicable)	
Postcode	

Do you offer independent or restricted advice? Independent ☐ Restricted ☐ Not authorised to provide advice ☐

C Training and competency

Are all certified staff in possession of a valid SPS certificate? Yes <input type="checkbox"/> No <input type="checkbox"/>	
How many certified staff have been assessed as competent to provide investment services?	How often do certified staff undergo competency assessments?

D Regulation and compliance

Number of complaints concerning investment advice received by the firm in the past 5 years:	Number of complaints concerning investment advice upheld by the firm in the past 5 years:	Number of complaints concerning investment advice upheld by FOS in the past 5 years:
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Has the firm been subject to regulatory investigations, sanctions, fines or warnings within the last 10 years? Yes ☐ No ☐
Please provide full details

Please confirm that the firm has in place the following procedures and processes to meet appropriate regulatory standards:
Financial crime procedures ☐ Conduct Risk policy ☐ Complaints procedures ☐ Compliance monitoring processes ☐
Training and Competence regime ☐ Conflicts of Interest policy ☐ Criminal finances Act ☐ Vulnerable Customer policy ☐

E Main contact

	Name	Email	Telephone
Main contact			
Compliance			
Finance			
Other (if applicable)			

F Payment details

FCA Reference Number	Account name
Branch address	
Account number	Sort Code <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>
Payment reference (if applicable)	

G Agent as client terms of business

1. Introduction

1.1. This Agent as Client Terms of Business, together with the Agent as Client Application Form, our Terms of Service and Business for Retail and Professional Clients and the Recommended Standard Tariff set out the basis of the relationship between Walker Crips Investment Management Limited ("Walker Crips") and an Agent company who appoints Walker Crips to carry out investment services for its clients ("Agent").

1.2. The purpose of this Agent as Client Terms of Business ("these Terms") is to ensure that the roles and responsibilities that we each have are clear to each party.

1.3. These Terms should be read in conjunction with our Terms of Service and Business for Retail and Professional Clients including our Order Execution Policy, Walker Crips Privacy Statement and the Agent as Client Application Form (collectively, the "Agreement"). Walker Crips intends to rely on these documents and for your own benefit and protection you should read them carefully before signing the Agreement. If you do not understand any item within any of the documents mentioned above, please ask for further details. If you require a printed copy of our Terms of Service and Business for Retail and Professional Clients and/or Privacy Notice, please contact client.services@wcgplc.co.uk or 020 3100 8100, they can also be found on walkercrips.co.uk/businessstc and walkercrips.co.uk/PrivacyNotice respectively.

1.4. Where there is any conflict between these Terms and the Terms of Service and Business or otherwise, these Terms will supersede and override all previous agreements with us.

G Terms of business (cont.)

2. Definitions

2.1. For the purpose of these Terms, the following shall have the meaning as described below:

2.1.1. “FCA” means the UK Financial Conduct Authority or any succeeding authority.

2.1.2. “FCA Rules” means the rules and guidance of the FCA from time to time.

2.1.3. “Underlying Client” means Your client for whom we carry out investment services on Your behalf.

2.1.4. “We, Us and Our” means Walker Crips Investment Management Limited, a firm authorised and regulated by the FCA in the conduct of investment business.

2.1.5. “You and Yours” means an Agent company regulated by the FCA to provide investment advice to clients and that We, Walker Crips, will treat as a client under these Terms.

3. Parties

3.1. Subject to Your acceptance of these Terms and completion of the relevant Agent as Client Application Form, we will treat You and not the Underlying Client as Our client.

3.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and only the parties to it may enforce and benefit from these Terms.

4. Regulation

4.1. We are entitled to assume that You remain authorised and regulated by the FCA to provide investment advice and/or services to clients. You undertake to notify us promptly should Your authorisation to carry on business be suspended, modified or terminated by the FCA.

4.2. You will comply with all applicable laws and regulations relating to anti-bribery and corruption including, but not limited to, the Bribery Act and shall have and implement suitable procedures to ensure compliance.

4.3. You will be responsible for ensuring compliance with all anti-money laundering laws, regulations and guidance applicable to you including, but not limited to, the UK Money Laundering Regulations, The Terrorism Act, The Proceeds of Crime Act and the Joint Money Laundering Steering Group Guidance.

4.4. You will comply with the Criminal Finances Act and confirm that You have suitable processes and procedures in place to prevent those who act for You or who act on Your behalf from criminally facilitating tax evasion.

5. Client categorisation

5.1. In accordance with the FCA Rules, We will categorise You as a per se Professional Client in respect of the business carried out in accordance with these Terms and the Terms of Service and Business for Retail and Professional Clients. You may request a different classification in which case we will provide the details of any changes to the level of protection that a different classification might entail. However, we reserve the right to decline that request.

5.2. For the avoidance of doubt, our Terms of Service and Business for Retail and Professional Clients apply between Us and You only and not between Us and any Underlying Client.

6. Non-UK investors

6.1 Walker Crips investment services are intended for UK resident individuals. You agree to obtain our consent prior to submitting an Agent as Client Application form to enter into investment services on behalf of an Underlying Client who resides in an overseas jurisdiction.

6.2. We will not accept an Agent as Client Application form on behalf of an Underlying Client who is resident in the United States of America.

7. Basis of the relationship

7.1. We will deal exclusively with you and not the Underlying Client. Walker Crips will not enter into a contract with the Underlying Client nor treat the Underlying Client as its client.

7.2. The Underlying Client may be provided with access to Our client portal, which will provide information on their portfolio. This will not give rise to any relationship between Us and the Underlying Client.

7.3. We will rely on You to supply any necessary information, disclosures, explanations and documents to the Underlying Client.

7.4. We are entitled to assume, without enquiry, that any information which You give to Us about the Underlying Client is complete and accurate and that it remains so unless we are advised otherwise by You or we have reasonable grounds to doubt it.

7.5. We will give You all information, disclosures, explanations and documents which we are required to provide by regulation.

7.6. We will accept instructions by letter, telephone, fax, email and other means of electronic communication or in person from You. We will try to confirm with You any withdrawal instruction that we receive but, if we have concerns about any withdrawal instruction, we may contact the Underlying Client directly, in order to validate the instruction. If we are unable to do so, we will carry out the instruction but cannot accept liability for any loss incurred or any delays caused in these circumstances. We reserve the right to require written instructions.

7.7. While these Terms are in force and for a period of six months following their termination, without your prior agreement, we shall not actively canvass or solicit any Underlying Client.

7.8. We reserve the right in any circumstances, and in Our absolute discretion, to decline to provide investment services for an Underlying Client. You will be notified promptly if this discretion is exercised.

7.9. You will not hold Yourself out as an agent or representative of Walker Crips.

7.10. You have no authority to collect or hold premiums, subscriptions or contributions on Our behalf or to advertise any of Our products or services other than in the normal course of business as an Agent of the Underlying Client.

8. Responsibilities

8.1. You are responsible for:

8.1.1. Identifying and verifying the Underlying Client’s identity and continuing to carry out due diligence checks for anti-money laundering purposes in accordance with clause 4.3 above.

8.1.2. Notifying Us of any Underlying Client who has been identified as a politically exposed person (PEP), or a relative or close associate (RCA) of a PEP, or as posing a higher than normal money laundering risk and confirming that You have conducted enhanced due diligence on any such Underlying Client.

8.1.3. Promptly notifying us where money laundering is known or suspected.

8.1.4. Providing Us with an Identity Verification Certificate and any other evidentiary documentation as requested by Us for anti-money laundering purposes.

8.1.5. Assessing the Suitability and/or Appropriateness of our products or services for the Underlying Client as required by the FCA rules, including, but not limited to, gathering information in relation to the Underlying Client’s:

- a) knowledge and experience of investments;
- b) financial circumstances; and
- c) investment objectives.

such that You have a reasonable basis for believing, giving due consideration to the nature and extent of the investment product or service provided:

- i. meets the Underlying Client’s objectives;
- ii. is such that the Underlying Client is able financially to bear any related investment risks consistent with his investment objectives; and
- iii. is such that the Underlying Client has the necessary experience and knowledge in order to understand the risks involved in the management of his portfolio.

G Terms of business (cont.)

Where We are placing reliance on You to fulfil suitability obligations, we may, from time to time, request suitability related documentation in relation to any business undertaken under this Agreement including, but not limited to: Fact Find Documents; Recommendation Letters and/or Vulnerable Customer Assessments (as applicable).

8.1.6. Determining the amount the Underlying Client should invest.

8.1.7. Maintaining current and accurate information about the Underlying Client's financial circumstances.

8.1.8. Where required, keeping under review, at least annually, the suitability and/or appropriateness of Our investment product / services for the Underlying Client and notifying Us promptly should the investment product / services no longer suit the needs of the Underlying Client or of any change in the Underlying Client's circumstances that would be material to the provision of the investment services.

8.1.9. Providing us with all the required information in order to deliver the investment services and notifying us of any change in the Underlying Client's circumstances that could have a material impact in relation to the management of the Underlying Client's investments, including notifying Us if You become aware the Underlying Client has an actual or potential vulnerability.

8.1.10. Notifying Us if You believe that You have insufficient information in order to be able to assess the suitability or appropriateness or otherwise of Our investment products / services for the Underlying Client.

8.1.11. Making the required disclosures to the Underlying Client concerning the investment products / services to be provided and all costs and charges associated with the product / service.

8.1.12. Determining the VAT treatment of any adviser charge we are asked to facilitate and inform us of the total amount to be deducted from the Underlying Client's portfolio.

8.2. We will be responsible for providing investment services to You on behalf of the Underlying Client and as set out in the relevant Agent as Client Application Form. Details of all our services can be found in our Terms of Service and Business for Retail and Professional Clients.

9. Consent

9.1. Except for the completion of the Customer Agreed Remuneration document, we are entitled to accept Your express written consent as the consent of the Underlying Client and that You are authorised to give that consent.

9.2. In the event that a document requires signing by an Underlying Client, we are entitled to rely on Your confirmation that the Underlying Client has duly signed that document and that You are in possession of that document.

9.3. You confirm that You have been appointed as an Agent by or on behalf of the Underlying Client and have authority to act in accordance with these Terms.

9.4. We are entitled to assume that You have obtained all consents where such consent is required and made all disclosures where required on behalf of the Underlying Client.

10. Communication

10.1. We will communicate with You to discuss matters relating to these Terms at the address or email address held on Our records in accordance with Your most recent instructions.

10.2. You may telephone Us to discuss matters relating to these Terms. These calls will be recorded and shall remain Our property.

10.3. Confirmation and statements will be rendered to You in Your name with a further designation in the form of "a/c [Underlying Client name]" except where regulations require the account title to be that of your Underlying Client.

11. Complaints

11.1. You will act in accordance with the FCA rules and guidelines on complaints handling, issued from time to time.

11.2. If You receive a complaint from an Underlying Client which relates

to any function that We have undertaken, You agree to notify Us promptly and We will deal with the complaint.

11.3. We will not be responsible for dealing with complaints from any Underlying Client in respect of the services provided by You. You will be responsible for dealing with client complaints in accordance with the FCA's "Principles for Businesses" and the relevant provisions of the FCA Rules. We will act in accordance with our obligations under the FCA Rules and will provide reasonable support to You in connection with any Underlying Client complaint that relates to the service that We provide and will provide reasonable assistance with any resulting investigations, as appropriate.

12. Charges

12.1. You are obliged to disclose all charges relevant to business conducted in accordance with these Terms to the Underlying Client and undertake to do so.

12.2. Our charges are set out in separate documentation which will be provided with these Terms.

12.3. Details of all costs and charges associated with any investment or portfolio held by Us can be provided on request.

13. Payments to your firm

13.1. Our Customer Agreed Remuneration form permits clients to authorise us to make one-off, initial and ongoing payments to you, deducted from the Underlying Client's account. We are entitled to assume that in receiving such payments:

13.2. You are and will continue to be in compliance with all applicable law, rules and regulation, including but not limited to the rules on adviser charging.

13.3. Payments will be made by us in accordance with the Underlying Client's instructions and will be made inclusive of any VAT due (where applicable) and any other taxes and charges due.

13.4. We reserve the right to reject the Underlying Client's instructions, for example but not limited to situations where there are insufficient funds in the Underlying Client's account.

13.5. In the event of termination of these Terms, no further payments will be made to You in respect of the period after the date of termination, save for any payments already accrued and due to be paid for the period prior to the termination date. Where the termination occurs because of an event as outlined in 24.1.2., we shall be entitled to cease making all payments.

13.6. We shall cease payment in the event that we receive an express instruction from the Underlying Client to do so.

13.7. You will refund to Us any payments made in error.

14. Non exclusive

14.1. Our services under these Terms are provided to You on a nonexclusive basis. We shall be free to provide similar services to others on such terms as We may arrange with You.

14.2. We shall not be deemed to be effected with notice of or to be under any duty to disclose to You any fact which may come to Our notice in the course of rendering similar services to others or in the course of Our business in any other capacity or in any manner whatsoever than in the course of carrying out Our duties under these Terms of Business.

15. Confidentiality

15.1. Neither party may during or after the termination of these Terms, unless required to do so by any regulatory body or court of law, disclose to any person not authorised by the other to receive the same, any information (other than that is already a matter of public record at the time) relating to the other of which they shall have become possessed during or after the termination of these Terms.

16. Data protection

16.1. Where either party receives Personal Data from the other within the meaning of the Data Protection Act we shall both access, hold and process such data in accordance with the provisions of that Act.

G Terms of business (cont.)

17. Exceptional events

17.1. Under no circumstances whatsoever shall We be responsible or liable for any claim, loss, damage, expense or cost suffered arising in consequence of any breach, failure to perform or delay in performing any of our obligations to You to the extent that such breach, failure, delay or inability results from or relates to any cause beyond our reasonable control. This includes, but is not limited to:

17.1.1. War, terrorism, riot, civil unrest, strike, lockout or other labour action, Acts of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and/or action of any government or governmental agency;

17.1.2. Any breakdown in communications whether between Us and You or between Us and any exchange or intermediate broker or other third party with or through whom we are dealing on Your behalf or the failure or defective operation of any computer system;

17.1.3. The absence or inaccuracy of any information provided to Us by You or on Your behalf by any exchange, information provider or any intermediate broker or other third party with or through whom we are dealing on Your behalf.

18. Liability

18.1. Under no circumstances will We be responsible or liable for any losses not directly associated with a claim, including, but not limited to, any loss of business opportunity, arising from anything done or omitted to be done by Us or the breach by Us of any obligation to You except as a result of our wilful default or our breach of the FCA's Rules.

18.2. You will indemnify Us against all costs, losses, claims and expenses which may be incurred or suffered by Us as a result of a breach by You of any of Your financial obligations, or of Your representations, warranties or undertakings under these Terms.

18.3. Nothing in these Terms shall operate to exclude or restrict any duties or liabilities that either party assumes under any applicable and relevant legislation that is incapable of exclusion or restriction.

19. Variation

19.1. We may change our arrangements with You at any time for a valid reason, such as: to respond proportionately to changes in applicable law, rules and regulations (including decisions of the UK Financial Ombudsman Service); to meet regulatory requirements; to reflect new industry guidance and codes of practice which raise standards of consumer protection; to respond appropriately to changes in the Bank of England Base Rate or other specified market rates; indices or tax rates; or to proportionately reflect other legitimate cost increases or reductions associated with providing a particular product or service. Terms, policies and agreements may include, but are not limited to, these Terms, our Terms of Service and Business for Retail and Professional Clients and the Agent as Client Application Form. We will notify you of any changes in writing. We will endeavour to give you 28 days prior notice of changes to our charges becoming effective. If, as a result of changes, you wish to terminate, you may do so in accordance with these Terms.

20. Assignment

20.1. We may assign the terms of Our Agreement to another firm provided that We take reasonable steps to ensure that such a firm has all relevant regulatory licenses and that Your rights will not be prejudiced.

21. Governing law

21.1. These Terms are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

22. Language

22.1. The Agreement (including these Terms) are in the English language and all communications between us will be in English.

23. Acceptance of these agent as client terms of business

23.1. These Terms become effective once We have received a copy of them signed by You. There is no minimum duration.

23.2. These Terms supersede and replace any previous negotiations between Us and You confirm that You have not relied upon any representation, warranty, undertaking, covenant or statement given by Us which are not set out in this document.

23.3. By accepting these Terms, You confirm that:

23.3.1. You have the full power and authority to enter into and perform Your obligations;

23.3.2. You will provide any documentation, only relating to matters covered by this Agreement, that We may require throughout the duration of this Agreement;

23.3.3. You are not insolvent or bankrupt or subject to any insolvency proceedings;

23.3.4. Entering into these Terms does not contravene, conflict or result in a default under any applicable law, rule or regulation or other recognised governing factor which affect You and/or Your assets or any person whom You are acting on behalf of;

23.3.5. You will not use the service or any aspect of its offering in a way which is unlawful, libellous, obscene or threatening; and

23.3.6. All assets held by Us on Your behalf are free from all liens and charges by any third party.

24. Termination

24.1. Termination shall be effected by:

24.1.1. Either party giving the other 28 days notice in writing;

24.1.2. Either party immediately upon notice in writing of any of the following events:

a) Membership of any regulatory authority is terminated or suspended or any necessary authorisation from any regulatory authority is withdrawn for whatever reason.

b) A finding by a regulatory authority that there has been a breach of any regulatory duty and which is material to these terms.

c) Any step in the process of winding-up, bankruptcy or administration is taken.

d) Any material breach of any provision in these Terms.

24.1.3. Us immediately on giving notice in writing to You where:

a) You suffer a change in control, meaning any party owning or ceasing to own (directly or indirectly) not less than 50% of Your shares or voting rights.

b) You do or omit to do anything which in Our reasonable opinion could materially damage or otherwise negatively affect Our reputation.

24.2 It is Your responsibility to communicate termination of these Terms to the Underlying Client. If You notify Us that You are unable to, or We reasonably believe that You have not communicated the termination of these Terms to the Underlying client We may do so on Your behalf.

24.3 Termination shall result in the immediate cessation of any services provided by Us in respect of services provided in accordance with these Terms to You on behalf of all Underlying Clients.

24.4 Where termination occurs because of an event as outlined in 24.1.2 happening or breach by You, we shall be entitled to contact the Underlying Client directly to make arrangements for the continuation of Our services.

24.5 Other than in cases of immediate termination without notice, on termination of these Terms, Our fees shall continue to be payable for a period of 30 calendar days.

25. Miscellaneous

25.1. Our failure to delay in exercising any of Our rights shall not be a waiver or forfeiture of such rights. The rights and remedies provided for in these Terms are cumulative and not exclusive of any other rights or remedies provided by law, statute or otherwise.

25.2. Unless required or permitted by this Agreement, You may not

G Terms of business (cont.)

assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights and obligations under these Terms without Our prior written agreement.

25.3. If any provision or clause within these Terms becomes void or unenforceable in whole or in part for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions or clauses or part thereof contained in these Terms and such void or unenforceable clauses or provisions shall be deemed to be severable from any other provision or clause or part thereof.

25.4. Unless expressly agreed otherwise between us, in relation to any business undertaken by Us on behalf of the Underlying Client pursuant to these Terms, you accept liability for payment of all charges, costs and settlement liabilities due to us which arise from such business, except to the extent of such charges, costs and settlement liabilities are due to negligence, wilful default and/or fraud on Our part.

H Declaration

I/we confirm that the information provided is true and correct. In the event of any material change to any of the information provided I/we confirm that I/we will contact Walker Crips Investment Management with further details.

I/we acknowledge receipt of the Walker Crips Investment Management Agent as Client Terms of Business and agree to be bound by the conditions. I confirm that I carry the requisite authority to submit this information on behalf of the firm.

Signed	
Print Name	Position in Company
Date	FCA Individual Reference Number

For internal use only	
Reviewed by (Print name)	Approved by compliance (Print name)
Signed	Signed
Date	Date
Notes	