



# Appointed Representative Agreement

NAME OF MEMBER FIRM

NETWORK

DATE

FINANCIAL LTD
2012

## Financial Ltd. New Member Authorisations & Approvals

Unit 1, Andoversford Business Park,  
Andoversford, Cheltenham,  
Gloucestershire. GL54 4LB.

Telephone +44 (0) 1242 820 738  
Fax +44 (0) 1242 820 282  
Website [www.financial.ltd.uk/](http://www.financial.ltd.uk/)

Authorised & regulated by The Financial Services Authority. FSA no. 188153. Registered in England and Wales, registered office as above. Registration no. 4153343

**PARTIES**

(1)	FINANCIAL LTD (Co. No 4153343) registered office: Unit 1, Andoversford Business Park, Andoversford, Cheltenham, Gloucestershire, GL54 4LB.	(the Company)
(2)		(the Member)
(3)		(the Guarantors)

**BACKGROUND**

- A. The Company proposes to appoint the Member as an Appointed Representative on the terms of this agreement.
- B. The Institutions where possible will pay direct to the Member Fees and Commission earned on the basis of this agreement.
- C. The Company will collect a monthly payment from the Member for the regulatory authorisation it provides.

**1.0 Definitions**

**1.1** In this Agreement where the context so admits, the following expressions shall have the following meanings:-

<b>“ACT”</b>	means the Financial Services and Markets Act 2000 and any Act amending it or in substitution of it.
<b>“APPLICATIONS”</b>	means applications for any Contracts.
<b>“APPOINTED REPRESENTATIVE”</b>	means a person, firm, corporation or limited liability partnership authorised by the Company to act as an appointed representative within the meaning of Section 39 of the Act.
<b>“APPROVED INSTITUTION”</b>	means any Institution which the Company shall notify to the Member from time to time as being an Approved Institution for the purposes of this Agreement.
<b>“APPROVED PERSON”</b>	means a person authorised by the Company in accordance with Section 59 of the Act and who is engaged under a contract of or for service by the Member to carry on Investment Business.
<b>“BUSINESS”</b>	means the financial services business for which the Company is authorised by the FSA.
<b>“CHARGES”</b>	means all charges due from the Member to the Company in accordance with the Company’s current Membership Charges as revised from time to time.
<b>“CLIENT”</b>	means the same as defined in the Rules.
<b>“CLIENT MONEY”</b>	means money belonging to a Client as defined by the Rules.
<b>“COMPANY INTRANET”</b>	means the webpages on the Company’s web based services showing rules, regulations, information and charges applicable to Members.
<b>“COMPLIANCE MANUAL”</b>	means the manuals for compliance by the Member with Regulatory Requirements as issued by the Company and as altered from time to time.

<b>“CUSTOMER”</b>	means the same as defined in the Rules.
<b>“CONTRACT(S)”</b>	means any financial, general insurance or mortgage related product or such other financial products and services of any other nature in which the Company may be authorised to conduct business.
<b>“FEES AND COMMISSION”</b>	means all fees and commission due and payable to the Member in respect of the Services, whether by an Institution or by a Client, in accordance with the terms of this Agreement and Commission shall mean commission paid by an Institution.
<b>“FSA”</b>	means The Financial Services Authority or any successor regulatory body succeeding to all or any of the responsibilities of the FSA.
<b>“INSTITUTION”</b>	means any assurance or insurance company, life offices broker, unit trust manager, stock broker, finance house, financial institution or any other similar institution, firm or company.
<b>“INVESTMENT(S)”</b>	means those investments set out in Part III of the Financial Services and Markets Act (Regulated Activities) Order 2001.
<b>“INVESTMENT BUSINESS”</b>	means carrying out any of the activities specified in Part II of the Financial Services and Markets Act (Regulated Activities) Order 2001.
<b>“MEMBERSHIP CHARGES”</b>	means the schedule of charges made by the Company to the Member as varied from time to time and shown on the Company Intranet.
<b>“PHOSSIL”</b>	means the computer based information system connecting the Company and the Member.
<b>“REGULATORY FEES”</b>	means fees and charges raised by the FSA, Financial Services Compensation Scheme and Financial Ombudsman or such other bodies as may replace them.
<b>“REGULATORY REQUIREMENTS”</b>	means the requirements imposed by the Act, the Rules and the legislation and the rules and regulations of the FSA, Financial Services Compensation Scheme, Data Protection Registrar, Consumer Credit Act and any other body or act of Parliament which regulates the insurance, investment, banking, credit, data protection, mortgage or financial industry or their products by way of voluntary code or mandate.
<b>“RULES”</b>	means the rules and regulations of the FSA as amended or replaced from time to time and the rules promulgated by the Company in its Compliance Manual and any other document or instruction issued by the Company to the Members as to the conduct of Business by the Member.
<b>“SERVICES”</b>	means those services specified in Schedule 1 to this Agreement to be provided by the Member.
<b>“TERM”</b>	means the period from the date of this Agreement to the date of its termination.

- 1.2** Words and phrases defined in the Rules shall have the same meaning in this Agreement unless the context otherwise requires. In the event of any conflict between the Rules and provisions of this Agreement, the Rules shall prevail.
- 1.3** All references to a statute shall be construed as including references to any statutory modification consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- 1.4** The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.
- 1.5** For the purposes of this agreement Client shall be deemed to include Customer.
- 1.6** In the event of any conflict or ambiguity between this Agreement and any requirement of the Rules then the Rules shall take precedence.

## 2.0 Commencement and Term

- 2.1** Subject to Clause 2.2 this Agreement will take effect from the date on page 2 and shall continue for a minimum period of 6 months. Thereafter it may be terminated either in accordance with clause 11 or by either party providing the other with not less than 3 months' written notice or otherwise as the parties may agree in writing.
- 2.2** No provisions of this Agreement become effective until the Member has been entered on the FSA Register as an Appointed Representative of the Company.

## 3.0 The Appointment and Regulation

- 3.1** The Company hereby appoints the Member as an Appointed Representative of the Company to provide the Services. The Member may not act as an Appointed Representative of any other principal or be directly authorised by the FSA during the Term.
- 3.2** The Company hereby accepts responsibility only to the extent required by Section 39 the Act, for anything the Member does or omits to do, in carrying out the Services under this Agreement and insofar as the Member complies with the Rules.
- 3.3** The relationship between the Company and the Member shall be strictly that of principal and agent and not in any way that of employer and employee.

## 4.0 OBLIGATIONS OF THE MEMBER

- 4.1** The Member hereby undertakes that in providing the Services during the Term, and in respect of clauses 4.1.4 to 4.1.7 and 4.1.9 at all times following termination of this Agreement:
- 4.1.1** observe and perform and comply with all the Rules and the lawful directions and instructions issued by the Company and the rules, procedures and requirements prescribed by the Company from time to time including any variation, modification or substitution thereof;
  - 4.1.2** conduct itself and do all things to the best of its ability, skill and judgment and generally act in such a lawful and professional manner as will maintain and increase the business and further the interests of the Company;
  - 4.1.3** comply and ensure that it and its staff and self employed consultants comply with all Regulatory Requirements;
  - 4.1.4** complete and keep up to date Client files to which the Company shall have access at all reasonable times. In addition, the Company shall be entitled to immediate access to all documents and other records including computer records relating to the Member or any Client introduced by the Member to the Company. The Member hereby authorises the Company and its officers or authorised representatives to enter any premises of the Member for the purpose of inspecting and taking copies of such files, documents and records and to take any other steps necessary to satisfy the Company that the Member has at all times complied with all obligations under this Agreement;
  - 4.1.5** fully comply with the conditions of any policy of insurance applicable to the Company and as notified by the Company to the Member from time to time;
  - 4.1.6** provide the Company with the same rights for its auditor and actuary as provided by clause 4.1.4 and Section 341 of the Act;
  - 4.1.7** where it fails to keep Client files in an orderly and compliant way allow the Company (at the expense of the Member) to reorganise the same;
  - 4.1.8** maintain adequate financial resources to remain solvent at all times and shall provide the Company with evidence of such to the Company's satisfaction;
  - 4.1.9** cooperate with the Company (including after termination of this Agreement) in dealing with any complaint by a Client or other review of Business done by the Member whether such review be by way of an internal review by the Company or FSA instigated;

**4.1.10** account at all times to the proper authorities for all taxes, national insurance contributions and any other monies for which it is liable as a result of receiving Fees and Commission and to that end shall keep full and proper business records.

**4.2** The Member hereby undertakes that it shall not:

**4.2.1** at any time during the Term without the consent in writing of the Company pledge or engage the credit of the Company or enter into or purport to enter into any contract on behalf of the Company other than the ordinary engagements incidental or related to the arrangement of Contracts in accordance with the terms of this Agreement;

**4.2.2** issue or use any correspondence, business cards or other literature issued under the name of the Member that has not been pre-approved in writing by the Company;

**4.2.3** publish, issue, write or circulate any advertisement, advertising matter, financial promotion letters or emails, electronic messages or other documents of a similar nature relating to the Company or otherwise connected with the business of the Company or write, send or furnish any communication or information to any person or persons whomsoever relating to the business of the Company unless the Company has given prior written approval to the Member of the intended display, dissemination or communication of such material or information about the Company,

**4.2.4** hold any Client Money and agrees to return to the Client any Client Money received by it;

**4.2.5** appoint sub-agents Approved Persons or introducers without the prior written consent of the Company. The Company may, in its absolute discretion, require the introducer to enter into a separate agreement with the Company;

**4.2.6** dispose of the whole or any material part of its undertaking or assets or permit a change of control (as defined by the Companies Act 2006) without the prior written consent of the Company which shall not be unreasonably withheld.

**4.3** The Member shall give immediate notice to the Company if any of the following events occur in relation to the Member:-

**4.3.1** a conviction of itself or any of its staff for any offence involving fraud or other dishonesty,

**4.3.2** a conviction for any offence under Regulatory Requirements including the Companies Act 2006,

**4.3.3** a disqualification direction under Section 56 of the Act,

**4.3.4** any breach or suspected breach of the Rules by it or any of its staff.

**4.3.5** a disposal of the whole or any part of the business of the Member or a change of control (as defined by the Companies Act 2006) taking effect or the parties of a limited liability partnership or a partnership changing.

**4.3.6** a substantial deterioration in the assets of the Member or the Guarantors.

**4.3.7** the appointment of an administrator, receiver or liquidator.

**4.3.8** the appointment of any administrator, receiver or liquidator to any connected party company (as defined by Companies Act 2006) or of any firm in which any Approved Person of the Member is a partner or principal.

**4.3.9** any circumstances which may give rise to a claim of any nature being made against the Company or the Member.

**4.4** The Member warrants to the Company that:-

**4.4.1** all information provided in its application to be an Appointed Representative of the Company prior to the date of this Agreement is true, accurate and complete when given and remains so at the date of this Agreement;

**4.4.2** it has and will continue to have on an ongoing basis full power and authority to enter into and perform its obligations under this Agreement;

**4.4.3** it is solvent and fit and proper to act as an Appointed Representative;

**4.4.4** its staff and self employed consultants are fit and proper persons to act as part of an Appointed Representative;

**4.4.5** it has no close links (as defined by the Companies Act 2006) that would be likely to prevent the effective supervision of it by the Company;

**4.4.6** it is not in breach of any Regulatory Requirements;

**4.4.7** it is not a member of any other network as an Appointed Representative or any other form of agent.

**4.5** The Member hereby undertakes upon becoming aware to inform immediately the Company in writing, if any of the information provided to the Company by the Member prior to or at any time during this Agreement becomes untrue, inaccurate and/or incomplete in relation to itself or any of its Approved Persons.

## 5.0 Obligations of the Company

**5.1** The Company undertakes that it shall:

**5.1.1** at all times comply as far as it reasonably can with the Act and the Rules so far as they relate to the Member;

**5.1.2** provide regulatory authorisation and related benefits as set out in Schedule 2.

## 6.0 Contract Restrictions and Phossil

**6.1** The Company shall have absolute discretion to restrict the type of Applications which may be submitted by the Member to Approved Institutions. In particular (but without prejudice to the generality of the foregoing) the Company shall be entitled to specify or limit the Investments to which any such proposed Contract may relate. The Member shall at all times abide by any such restrictions as notified to it from time to time by the Company and indemnify and keep indemnified the Company against any liability whatsoever arising from any breach thereof.

**6.2** Under no circumstances during the Term shall the Member procure or endeavor to procure Clients to enter into Contracts with Institutions which are not Approved Institutions without the prior written consent of the Company.

**6.3** The Member hereby agrees and undertakes not to carry on any Investment Business other than the Services under this Agreement without the prior written consent of the Company. For the avoidance of doubt, any other business carried out by the Member shall not be pursuant to this Agreement. Furthermore the Member will maintain separate professional indemnity insurance therefore and will keep all records of such business completely separate from those as an Appointed Representative.

**6.4** The Member shall provide at its own cost to the Company such information as the Company may require from time to time and in such form as is specified by the Company to enable Fees and Commission to be paid and to comply with Regulatory Requirements.

**6.5** The Member will complete Phossil on the basis set out in Compliance Manual in respect of all Business undertaken by the Member and will provide any additional information as the Company may require in order to comply with Regulatory Requirements. For the avoidance of doubt all fees charges or any other form of charge or offset to Clients shall be included on the information provided.

## 7.0 Charges by the Company

**7.1** The Member will pay the Company by such method as the Company may request the charges shown on the Company Intranet as amended from time to time.

**7.2** The Company may amend the charges by giving a notice of one month to the Member either in writing or by notice on the Company Intranet.

**7.3** If this Agreement terminates for whatever reason prior to 31<sup>st</sup> December in any year the Member will pay to the Company prior to the date of termination the remaining Regulatory Fees for the period between the date of termination and 31<sup>st</sup> December.

**7.4** If before or after the date of termination the FSA or any other regulator under the Regulatory Requirements levies a retrospective charge then the Member shall pay that charge as apportioned out by Company in respect of all Members at that time.

**7.5** The charges are expressed net of Value Added Tax ("VAT") and if they are or become subject to VAT then such VAT will be added to such charges.

## 8.0 Payment of Fees and Commission

**8.1** In consideration of the Member undertaking the Services the Company shall pay to the Member (where possible direct from the Institution to the Member) the Fees and Commission received by the Company from Institutions or Clients.

**8.2** Subject to Clause 8.3 where the Company itself receives Fees and Commission due to the Member then the Company shall pay the Member. The Company will pay the Member only after the Member has entered on Phossil a claim for such Fees and Commission. The payment is subject to a minimum amount and a transaction charge as stated in the Membership Charges.

**8.3** The Company shall have the right to instruct an Institution to make a payment direct to the Company in order to with-hold all or a proportion of Commission payable to the Member to offset against future or existing clawback by an Institution, compensation payments to clients or any payments due under this agreement from the Member. The amount withheld shall be at the discretion of the Company and may exceed any sums then currently due.

**8.4** If any Institution reclaims Commission received by the Company (i.e. clawback), the Company shall repay sums equal to that demanded to the Institution. The Member hereby undertakes, subject to clause 8.5, to repay the amount demanded, to the Company within 30 days of demand by the Company.

**8.5** In the event that an Institution reclaims Commission, the Company shall first seek to deduct such repayment from the amount which was first withheld in respect of that Contract when it was inception. Thereafter the Company may make a demand of the Member under clause 8.4.

**8.6** All payments by the Company to the Member under this clause shall to the fullest extent permitted by law be made gross without deduction of income tax, national insurance contributions or any other taxes or sums for which the Member or, if appropriate, any Approved Person may be liable to account. The Member shall ensure that all taxes and fiscal fees are properly accounted for.

**8.7** The Company shall be under no obligation to pay interest.

**8.8** Any late payments by the Member shall attract interest at a daily rate of 4% above the base rate from time to time of HSBC Bank Plc.

## 9.0 Indemnity

**9.1** 9.1 The Member shall indemnify and keep indemnified the Company (without limit) against any liability, claims, loss, damage, penalties or fines, costs and expenditure incurred in respect of, arising out of or otherwise connected with any failure by the Member or its staff to observe any of the Member's obligations contained in this Agreement and against liability, claim, loss, damage cost or expenditure incurred in respect of, arising out of or otherwise connected with any act, representation, omission, misrepresentation, negligence, dishonesty, misconduct or fraud by or of the Member or its staff or in respect of any breach of the terms of this Agreement or non compliance with the terms hereof and such indemnity shall continue notwithstanding the termination of this Agreement for any reason.

**9.2** 9.2 Further to clause 9.1 the Member shall indemnify the Company in respect of any uninsured amount which cannot be reclaimed under the Company's policy of insurance or indeed the whole amount of any liability where the Member has vitiated such policy or this Agreement.

## 10.0 Property

In the event that the Member fails to account for or to return any Company property for which it is accountable and without prejudice to any other right of the Company, the Member hereby authorises the Company to retain the value of such Company property out of any sums due to the Member from the Company.

# 11.0 Termination

- 11.1** This Agreement may be terminated by the Company immediately if the Member:
- 11.1.1** is in breach of any term of this Agreement which the Company considers material or the Company has reasonable grounds to suspect that the Member has committed what the Company considers to be a material breach,
  - 11.1.2** commits a breach of or contravenes the Regulatory Requirements,
  - 11.1.3** on the happening of any of the events set out in Clause 4.3 of this Agreement,
  - 11.1.4** the Member becomes or threatens or appears to be insolvent,
  - 11.1.5** the Member brings itself or the Company into disrepute with the public, Clients or the FSA,
  - 11.1.6** there is a material (in the opinion of the Company) change of ownership, control or management of the Member,
  - 11.1.7** the Member ceases to carry on an active business providing the Services.
- 11.2** Without prejudice to any of the provisions of Clause 11.1, the Company may at any time and for any reason (in its discretion) during the Term require the Member (and the Member shall be so bound) to cease and suspend all or any part of its Business and/or services immediately for either a specified or indefinite period of time.
- 11.3** Following notice to terminate this Agreement any monies falling due to the Member from the Company for any reason shall be retained by the Company until they exceed the maximum sum which might be payable by the Member to the Company in respect of monthly fees, unearned, disallowed or charged back Fees and Commission and/or any other sums which may be due to the Company under this Agreement at any time. The amount of the retention will be reviewed on every anniversary of the date of termination of this Agreement.
- 11.4** Following termination of this Agreement:-
- 11.4.1** the Member shall assist the Company in any way as may be required at any time and from time to time in notifying any Clients that it no longer represents the Company;
  - 11.4.2** the Member shall transfer within 30 days to the Company all original records, client files, electronic data and property concerning Business carried out on behalf of the Company, provided that the Company will allow the Member to copy such files;
  - 11.4.3** the Member shall immediately cease using any proprietary marks, logos or trading names of the Company compliance manuals and any other documents and will destroy all unused stationary.
- 11.5** Where the Member has received an advance payment of Fees or Commission from the Company, then on the termination of this Agreement, the whole of that payment received by the Member is a debt due to the Company and must be repaid without further demand.
- 11.6** In the event of notice of or immediate termination of this Agreement (by any manner) any amounts then owing by the Member to the Company shall immediately become due and payable to the Company without any delay or any further demands. Without prejudice to any other rights, at its absolute discretion the Company, shall be entitled to set off the amount of such sums due (whether under this Agreement or otherwise) against any sum due to the Member.
- 11.7** The following clauses shall be deemed to survive termination of this Agreement, howsoever arising: 4.1.4, 4.1.5, 4.1.6, 4.1.9, 8.3, 8.4, 8.8, 9, 11.4 to 11.8, 12.3, 12.4, 12.5, 13, 15, 16.
- 11.8** If after the date of Termination the Member does not carry professional indemnity insurance which covers claims made on Business conducted during this Agreement then the Company may offer the Member indemnity insurance covering its liabilities for customer compensation claims made, the cost for which will be a debt due to the Company from the Member. Should the Member choose not to take such indemnity or provide evidence of insurance cover elsewhere or pay any premiums due then the total amount of any customer compensation claim becomes a debt due to the Company from the Member and the Company shall withhold all and any Fees and Commission due to the Member until it is clear to the Company that there is no likelihood of any liability to any Client.

## 12.0 Data Protection and Confidentiality

- 12.1** The Company is registered under the Data Protection Act 1998 ("DPA"). It is understood that the Company will keep personal and financial information with regard to the Member's circumstances on file (electronic and/or paper based) as required.
- 12.2** The Member shall register under the DPA immediately upon the commencement of this Agreement and will maintain such registration throughout its course. The parties agree that both the Company and the Member may process Client information.
- 12.3** The parties each undertake to the other to comply with their obligations under the DPA and the Member shall fully indemnify the Company against any claims, demands, costs and/or expenses arising as a result of a breach thereof.
- 12.4** The Member is entirely responsible for maintaining the confidentiality of their password and account for accessing their information on the Company's systems. The Member is entirely responsible for all activities that occur under their account and must not disclose their password to any third party. The Member agrees to notify the Company immediately of any unauthorised use of their account or any other breach of security. The Company will not be liable for any loss or damages that the Member may incur as a result of someone else using their password or account, either with or without their knowledge. The Member will be held liable for losses incurred by the Company or another party due to someone else using their account or password.
- 12.5** The parties shall at all times including after termination keep confidential any information relating to the Business, Clients or prospective clients, investments or finances of the other party save where disclosure is necessary under Regulatory Requirements.
- 12.6** The Member shall only be entitled during the term of this Agreement to use any logos, trademarks or trade names of the Company which the Company specifically authorises.

## 13.0 Guarantee

- 13.1** In consideration of the Company agreeing to enter into this Agreement with the Member (which it will not do without the consent of the Guarantors), the Guarantors hereby jointly and severally guarantee to the Company that the Member will observe and perform all the obligations of the Member under this Agreement and that the Guarantors will fully and effectually indemnify and keep indemnified the Company against any liabilities, losses, penalties, fines, costs and expenses arising from any liability of the Member under this Agreement.
- 13.2** The Guarantors shall not be released from any liability under this clause by reason of:-
- 13.2.1** any forbearance granting of time or other indulgence on the part of the Company,
  - 13.2.2** any variation of this Agreement, whether or not made with the consent of the Company,
  - 13.2.3** the termination of this Agreement for any reason.
- 13.3** The Guarantors shall jointly and severally make payment forthwith to the Company on demand notwithstanding that the Member has a demand of it which may still be outstanding to the Company.
- 13.4** The Company shall be under no obligation to provide to the Guarantors a breakdown of the sums due from the Member and it shall be sufficient for the Company to show the sum as due.

## 14.0 Expenses

- 14.1** Except with the prior approval in writing of a duly authorised officer of the Company all charges and expenses whatsoever incurred by the Member in carrying out the Business under this Agreement or in the performance of the duties hereby contracted shall be for the account of the Member. In the event that any such charges and expenses are incurred or paid in the first instance by the Company, the Member shall indemnify the Company in respect of the said charges and expenses which shall be repayable on demand.

# 15.0 Non Competition

**15.1** After termination the Member shall not for a period of 12 months:

**15.1.1** solicit or approach with a view to enticing them away from the Company any employee or director of the Company (or any person in the same group of companies).

**15.1.2** to entice away or to allow any person under its control to entice away from the Company any other Member or adviser in the network of Members.

# 16.0 Notices

Notices under this Agreement shall be in writing and sent by first class prepaid post or facsimile or email to the managing director or proprietor of the Member and the Company as relevant and shall be deemed delivered in the case of post 48 hours (Saturdays and Sundays excepted) after posting or on receipt by facsimile.

# 17.0 General

**17.1** This Agreement shall not be capable of assignment by the Member.

**17.2** No failure or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

**17.3** This agreement is governed by and shall be interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**17.4** No variation shall be effective unless in writing.

**17.5** The parties do not intend this Agreement shall be enforceable by any third party as provided for by the Contracts (Rights of Third Parties Act 1999).

# 18.0 Restrictions on the Member

**18.1** The Member agrees not to carry on any Investment Business other than the Business. All other activities shall be carried out through a separate legal entity to that of the Member.

**SIGNED by for and on behalf of  
FINANCIAL LTD**

Director

Signature

In the presence of

Witness

Occupation

Address

Signature


**SIGNED by for and on behalf of  
THE MEMBER**

\* Director   \* Sole Trader   \* Partner

Name

Signature

In the presence of

Witness

Occupation

Address

Signature


**SIGNED by the GUARANTORS**

Guarantor

Occupation

Address

Signature


**SIGNED by the GUARANTORS**

Guarantor

Occupation

Address

Signature


# SCHEDULE 1

## Functions to be provided by the Member

The regulated provision of advice and execution of transactions in investments, pensions, general insurance and mortgages in accordance with this agreement.

# SCHEDULE 2

## Functions to be provided by the Company

1. Where reasonably possible to provide a regulatory authorisation for the Member.
2. Provide a process and compliance procedure to enable the Member to undertake Business.
3. Provide a complaints handling service.
4. Provide professional indemnity insurance or equivalent cover as per FSA guidelines for the duration of this agreement.
5. Pay the standard annual FSA fees, FSCS levies and Financial Ombudsman's costs. Any additional fees or levies will be payable in accordance with Clause 7.4 of this agreement.

# Section B: Direct Debit Instruction



**Instruction to your  
Bank or Building Society  
to pay by Direct Debit**

Please fill in this form and return it to

FINANCIAL Ltd  
Unit 1  
Andoversford Business Park  
Andoversford  
Cheltenham  
Gloucestershire  
GL54 4LB

Originator's Identification Number

9	4	8	8	9	6
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FOR FINANCIAL Ltd OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager Bank/Building Society

Address

Postcode

Reference Number

Instruction to your Bank or Building Society  
Please pay FINANCIAL Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with FINANCIAL Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.

## The Direct Debit



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit FINANCIAL Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request FINANCIAL Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by FINANCIAL Ltd or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when FINANCIAL Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

# Bank Authority Letter

To: The Manager

Bank

Date

Re:

Account Name

Account Number

Sort Code

**PLEASE PROVIDE MONTHLY BANK STATEMENT COPIES AND ANY OTHER INFORMATION REQUESTED BY FINANCIAL LTD. TO:**

**COMMISSIONS DEPARTMENT  
UNIT 1  
ANDOVERSFORD BUSINESS PARK  
ANDOVERSFORD  
CHELTENHAM  
GLOUCESTERSHIRE  
GL54 4LB**

Yours sincerely,

Name

Signature

# Contact Details

## APPOINTED REPRESENTATIVE

Name	
Address	
Tel	
Fax	
Email	
Website	
FSA No	

# Document Checklist

To ensure that your application is valid and complete, please make the following checks by ticking each box that is relevant to your application. It will help us to make sure that we have received the supporting documents you have supplied and to keep a record of them while they are in our possession.

## Appointed Representative Application

1. APPOINTED REPRESENTATIVE AGREEMENT
2. DIRECT DEBIT INSTRUCTION
3. BANK AUTHORITY LETTER
4. CONTACT DETAILS
5. DOCUMENT CHECKLIST

  
  
  
  

## Supporting Documents

6. DATA PROTECTION ENTRY
7. CONSUMER CREDIT LICENSE
8. CERTIFICATE OF INCORPORATION (FOR LIMITED COMPANIES ONLY)
9. 3 YEARS AUDITED FINANCIAL STATEMENTS
10. 6 MONTHS BUSINESS BANK STATEMENTS

  
  
  
  

Finally, please make sure that your application is addressed exactly as shown below.

FINANCIAL LTD  
New Member Authorisations & Approvals  
Unit 1  
Andoversford Business Park  
Andoversford  
Cheltenham  
Gloucestershire  
GL54 4LB