



WHITEHALL

whitehallgroup.co.uk

Introducers Terms of Business

1. Terms of Business for Independent Financial Advisers

1. Definitions and Interpretation

1.1 For the purposes of these Terms of Business the following expressions have the following meanings:

'Applicable Laws' means the laws, rules and regulations that apply to Whitehall and the Introducer.

'Client' means a person, persons or firm introduced by the Introducer to Whitehall with the intention of establishing a Product.

'Confidential Information' means information including confidential trading knowledge and information of a commercial nature known by Whitehall or the Introducer relating to Whitehall or the Introducer.

'FCA' means the Financial Conduct Authority and any successor.

'Intellectual Property Rights' means all intellectual property rights and includes without limitation copyrights, patents, trademarks, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, rights of confidence, applications for any of the above and all other similar rights recognised in any part of the world.

'Introducer' means an independent financial adviser who introduces Clients in accordance with these Terms and includes their employees, directors, officers and/or agents.

'Introducer Fee' means a payment to the Introducer by Whitehall from the funds invested by a Client in a Product.

'Product' means a Small Self-Administered Scheme (SSAS) or Self-Invested Personal Pension (SIPP) or any other financial product or service offered by Whitehall.

'Product Account' means a bank account operated by Whitehall for the operation of a Product established by a Client.

'Terms' means these Terms of Business including the registration form below and any appendices which may be amended, modified or supplemented from time to time in accordance with Clause 16 of these Terms.

'Whitehall' means Whitehall Group (UK) Limited, Whitehall Group SIPP Limited, Whitehall Trustees Limited or Whitehall SIPP Trustees Limited as appropriate.

1.2 References to any statutory provision, statutory instrument, regulation, or rule, shall include a reference to such provision as subsequently re-enacted or substituted and reference to a statute shall include all regulations, orders and other provisions made hereunder.

1.3 Reference to a clause means a clause of these Terms.

1.4 Headings used in these Terms are for ease of reference only and shall not affect the construction of these Terms.

2. Application and Scope

- 2.1 Whitehall will only do business with the Introducer on these Terms. They are legally binding, and they apply to any dealings in Products which the Introducer may carry out with or through Whitehall.
- 2.2 These Terms shall be effective on receipt by Whitehall of a completed and executed copy from the Introducer or when the Introducer introduces its first Client to a Product following receipt of these Terms.
- 2.3 These Terms are supplemented by the current documents governing or describing the Product as applicable.
- 2.4 Whitehall and the Introducer each warrant to the other that it has all necessary authorisations, licences and permits to carry out arrangements under these Terms, and undertakes to comply with all Applicable Laws. The Introducer represents, warrants and undertakes to Whitehall that (a) it is an "authorised person" or an appointed representative of an authorised person for the purposes of the Financial Services and Markets Act 2000 ("FSMA"), and (b) it will do everything within its power to maintain such status as an "authorised person" whilst promoting and/ or carrying out any services in relation to the Products pursuant to its authorisation under these Terms.
- 2.5 The Introducer will notify Whitehall immediately, and within 24 hours, if it receives notice that the FCA intends to or has suspended, cancelled, rejected, or amended the Introducer's authorisation. Whitehall will not accept business from the Introducer if it ceases to be authorised by the FCA.
- 2.6 The Introducer will promptly supply Whitehall with any information which Whitehall may request in order to comply with its obligations under Applicable Laws and in particular its obligations in respect of data protection.

3. Relationship With Clients

- 3.1 A Client shall remain the client of the Introducer for the purposes of giving financial advice. Whitehall is not authorised to provide financial advice and the Introducer is responsible for ensuring that any recommendations made by the Introducer are appropriate for the client's circumstances.
- 3.2 A Client will become a client of Whitehall for the purposes of the provision of the Product and of any services related to the Product only (for example, arranging investments or retirement benefits).
- 3.3 The Introducer will be the agent of each Client in its dealings in relation to Products and for other matters relating to the holding of Products. The Introducer has no rights whatsoever to bind or to act on behalf of Whitehall. The Introducer must not misrepresent its relationship with Whitehall in any way. For the avoidance of doubt the Introducer will not (a) act as an agent of Whitehall or any associated company and (b) make any representations or warranties or give any undertakings to Clients or potential Clients that it is acting as an agent for, or represents, in any way, Whitehall or any associated company.
- 3.4 Whitehall may accept investment or dealing instructions from the Introducer on behalf of the Client provided that such instructions are in writing and are sent by email from a recognised email address. Whitehall shall not be liable if for any reason instructions are not received by Whitehall. For the avoidance of doubt Whitehall shall not in any circumstance accept instructions by telephone unless this is authorised by a Director of Whitehall.
- 3.5 The Introducer warrants, represents and undertakes to Whitehall that whenever it submits to Whitehall or any associated company an application by a Client for any Product it will be duly authorised by the Client to act on behalf of the Client in respect of such application.
- 3.6 The Introducer will use its best endeavours to ensure that all information supplied to it by a Client as part of an application for any Product or otherwise to Whitehall is accurate. The Introducer

will notify Whitehall immediately, and within 24 hours, if, at any time, it becomes aware that any material information from or in relation to a Client is incorrect or has changed.

3.7 The Introducer must immediately, and within 2 working days, pass on, without amendment or alteration, any documentation supplied by Whitehall for the benefit of, or completion by, a Client in relation to a Product. All documents and other property in the Introducer's possession that belongs to Whitehall must at all times be available to Whitehall for inspection and must be delivered by the Introducer to Whitehall on demand.

3.8 Where the Introducer discusses with Whitehall possible options for a particular client, no part of that discussion shall be deemed as Whitehall giving advice and Whitehall shall not be liable for any action taken as a result of any such discussions, for the purposes of this agreement, "discussion" includes written communications, whether by letter, memo, email, or any other format generally accepted as meaning the same or similar.

4. Right of Refusal

4.1 Whitehall has the right, at its discretion and without giving reasons, to decline, to delay implementation of, or to withdraw from, any business placed with it by the Introducer.

5. Introducer Fee

5.1 The Introducer shall be entitled to an Introducer Fee only if:

5.1.1 a Client purchases a Product.

5.1.2 that Client has confirmed in the relevant product application form, or a supplementary instruction, to Whitehall that an Introducer Fee should be paid to the Introducer.

5.1.3 there are sufficient monies available in that Client's Product Account to pay the Introducer Fee.

5.2 For the avoidance of doubt, no Introducer Fee shall be payable if a Client does not provide Whitehall with the required amount of money to invest in a Product.

5.3 The amount of the Introducer Fee shall be the amount agreed between the Introducer and each Client as confirmed in writing by each Client to Whitehall. The Introducer Fee shall be deducted by Whitehall from the Product Account. In addition, the Introducer will provide Whitehall with an invoice detailing the amount of fee that should be paid on each occasion that a fee is due (note that no fee shall be paid by Whitehall without an invoice or equivalent).

5.4 All payments made to the Introducer shall be deemed to be inclusive of any VAT (if applicable).

5.5 If a Client exercises a right of cancellation in respect of a transaction, Whitehall shall be entitled to set off any Introducer Fee (and any VAT) paid by it in respect of that transaction against any other sums that it owes to the Introducer, pursuant to these Terms. If no such sums are owed by Whitehall or if any such sums owed are not sufficient for the purposes of set-off, the Introducer shall refund the Introducer Fee in full within 10 days of receipt of a written notice from Whitehall demanding such payment.

5.6 Whitehall shall pay all fees, subject to available funds, to advisers preferably by bank transfer to a suitable Introducer account established for the purpose of receiving fees within 10 days.

6. No Agency

6.1 Nothing contained or implied in these Terms creates a joint venture or partnership between the parties or makes one party the agent or legal representative of the other party for any purpose. For the avoidance of doubt neither party has the authority to bind or incur liability on behalf of the other.

7. Intellectual Property

7.1 The Introducer must not use the Whitehall name or any logo, trademark, or any other intellectual property of Whitehall without Whitehall's prior written permission.

7.2 Information obtained from Whitehall by the Introducer may only be used or reproduced for the bona fide purposes of the Introducer's business, in the context of this agreement between Whitehall and the Introducer, must be kept confidential except for those purposes and is the property of Whitehall.

7.3 All Intellectual Property Rights whatsoever in the Products, Whitehall websites, and any related software, services and facilities provided to the Introducer by Whitehall pursuant to these Terms shall remain the exclusive property of Whitehall, and where applicable, any third party licensing such Intellectual Property Rights to Whitehall.

8. Money Laundering

8.1 The Introducer shall adhere to all regulations and legislation, official guidance and rules on money laundering issued by the Financial Conduct Authority and the Joint Money Laundering Steering Group in order to comply with the Money Laundering Regulations 2017.

9. Bribery Act 2010

9.1 The Introducer shall adhere to all regulations and legislation, official guidance and rules set out within the terms of the Bribery Act 2010. As such Whitehall expects the Introducer to hold and maintain a current Anti-Bribery and Corruption Policy and for a copy of this to be provided prior to the execution of these Terms or on request.

10. Data Protection

10.1 Personal Data of a Client is processed and shared between Whitehall and the Introducer in connection with the provision of the Products and on-going administration and contact with the Introducer (the "Processing Purpose"). Details of the subject matter, nature and duration of the processing together with the categories of Data Subjects and the type of Personal Data being processed is set out at Part 1 of the Appendix to these Terms.

10.2 The Introducer and Whitehall will each comply with the Data Protection Act 1998, the General Data Protection Regulations 2018 (GDPR) and the Data Protection Bill 2018 (the "Data Protection Laws"). Terms used throughout this clause shall have the meanings set out in the GDPR.

10.3 Where Whitehall agrees that the Introducer is a joint data Controller with Whitehall both parties shall comply with Part 2 of the Appendix to these Terms, clauses 10.4 and clauses 10.13 to 10.15 of these Terms. Where either party acts as a Controller they shall comply with clauses 10.4 and clauses 10.13 to 10.15 of these Terms.

10.4 The Controller shall:

10.4.1 obtain all necessary consents or satisfy another lawful ground for processing and provide appropriate privacy notices to Data Subjects (as required by Data Protection Laws) to enable it to share the Data with the other party for the Processing Purpose

10.4.2 take reasonable steps to ensure that the Data is accurate and up to date.

10.5 The parties acknowledge that where either party shall be a Processor in respect of its processing of the personal data in connection with the Processing Purpose the obligations in clauses 10.6 to 10.12 of this Agreement shall apply.

10.6 Where a party acts as a data Processor it shall:

10.6.1 Process the Data only in accordance with the Controller's written and lawful instructions from time to time (including those set out in this Agreement).

10.6.2 Ensure that any of its personnel who have access to the Data are committed to binding obligations of confidentiality when processing the Data.

10.6.3 Take such steps as are reasonably required to assist the Controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR. Such assistance shall be at the Controller's cost.

- 10.6.4 Inform the Controller without undue delay if any Data is subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable.
- 10.6.5 Notify the Controller as soon as reasonably practicable if it receives a request from a Data Subject exercising their rights under the Data Protection Laws in relation to their Personal Data.
- 10.6.6 Provide the Controller with such co-operation and assistance as may reasonably be required in relation to any request made by a Data Subject to exercise their rights under the Data Protection Laws in relation to their Personal Data. For complex requests such assistance shall be at the Controller's cost.
- 10.6.7 Not disclose any Data to any Data Subject in response to a request from the Data Subject to exercise their rights under the Data Protection Laws other than at the written request of the Controller or as expressly provided for in this Agreement.
- 10.6.8 Provide to the Controller and the Supervisory Authority such information and assistance as is reasonably required to demonstrate or ensure compliance with the obligations in this Agreement and/or the Data Protection Laws.
- 10.6.9 Subject to paragraph 10.7, at the Controller's request and provided that the Controller shall enter into appropriate confidentiality agreements (as reasonably required by the Processor), permit the Controller or its representatives to access any relevant premises, personnel or records of the Processor on reasonable notice to audit and otherwise verify compliance with this paragraph 10.6.
- 10.7 A Processor shall only be required to permit the Controller or its representatives to access any relevant premises, personnel or records of the Processor pursuant to paragraph 10.6.1 in the event that the Controller knows or has reasonable grounds to suspect that Data which is processed by the Processor pursuant to paragraph 10.6 is subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable.
- 10.8 Where there is an applicable Website, the Controller acknowledges and is deemed to have consented to the Processor engaging those sub-processors listed on that Website. The Processor will notify the Controller if this Website changes. Before engaging any new sub-processor, the Processor shall obtain the prior written consent of the Controller.
- 10.9 When engaging any sub-processor, Processor shall:
 - 10.9.1 Enter into a written agreement with the sub-processor which shall:
 - 10.9.1.1 Require the sub-processor to only process Data in accordance with the written instructions of Controller.
 - 10.9.1.2 Impose substantially similar obligations on the sub-processor to those set out in paragraphs 10.6 to 10.12 of these Terms.
 - 10.9.1.3 Remain responsible for compliance with its obligations in paragraphs 10.6 to 10.12 and for any acts or omissions of the sub-processor to the extent that they cause the Processor to be in breach of its obligations in paragraphs 10.6 to 10.12.
- 10.10 Subject to paragraph 10.11, the Processor shall, if instructed by the Controller, take reasonable steps to irretrievably delete all Data on expiry or termination of these Terms and not make any further use of it.
- 10.11 The Processor may retain Data beyond expiry or termination of this Agreement:
 - 10.11.1 Unless instructed by the Controller and it agrees (pursuant to paragraph 10.10) to delete it.
 - 10.11.2 Even if instructed by the Controller (pursuant to paragraph 10.10) to delete it:
 - 10.11.2.1 If the Processor is required by applicable law to retain all or part of the Data; or
 - 10.11.2.2 For the purposes of establishing, exercising or defending legal claims.
- 10.12 To the extent that Processor retains Data pursuant to paragraphs 10.11(a) or 10.11(b), it shall:
 - 10.12.1 Hold such retained personal data as a Data Controller.
 - 10.12.2 Take reasonable steps to ensure the confidentiality of all such Data.
 - 10.12.3 Continue to comply with the provisions of these Terms in respect of such Data.
 - 10.12.4 Notify the Controller of its retention of Data.

- 10.13 Whitehall and the Introducer shall fully comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Data under this Agreement and in connection with the Processing Purpose.
- 10.14 In particular both parties shall:
- 10.14.1 Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for the Data, including protecting the Data against the risks of accidental, unlawful, or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
- 10.14.2 Only transfer Data outside the European Economic Area, if it has ensured that there is adequate protection and appropriate safeguards for the Data when transferred outside of the European Economic Area, as required by the Data Protection Laws.
- 10.15 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication. The Introducer acknowledges that Whitehall may record and monitor telephone calls and emails where this is necessary to comply with a legal obligation or where this is in Whitehall's legitimate interests.
- 10.16 Where Whitehall grants the Introducer access to its Online facilities, with a User ID and password, the Introducer takes responsibility for informing Whitehall of the requirement to revoke access, for example for an adviser that has left the Introducer's business. The Introducer shall indemnify Whitehall for any breach of the Data Protection Laws as a result of not being properly informed in accordance with this clause.

11. Email and Information Technology (IT) Matters

- 11.1 Unless otherwise agreed, Whitehall may use conventional (unencrypted) email to communicate with the Introducer. By accepting these terms, the Introducer acknowledges that conventional email may present security risks in certain circumstances and the Introducer shall be taken to have accepted those risks unless it informs Whitehall not to use that means of communication. If any Introducer would like Whitehall to use encrypted email for communication purposes, it should notify Whitehall in writing. Whitehall will endeavour to do so, but this is also subject to Whitehall making the necessary arrangements with the Introducer and any other recipients.
- 11.2 To protect the integrity and security of Whitehall's IT systems, Whitehall may prohibit the receipt and opening of certain types of electronic files by its staff. The Introducer should note Whitehall's internal IT procedures may also impose a delay on its ability to open and deal with certain types of electronic files.

12. Conflicts of Interest

- 12.1 Whitehall will inform the Introducer if it becomes aware of any conflict of interests in respect of its relationship with the Introducer or in respect of its relationship with the Introducer and another Client. If there is a conflict of interests that is capable of being addressed successfully by the adoption of suitable safeguards to protect the Introducer's interests, then Whitehall will adopt those safeguards. However, where a conflict is identified which cannot be managed in a way which protects the Introducer's interests then Whitehall may need to terminate or vary these Terms.

13. Complaints

- 13.1 Whitehall is committed to providing a high-quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of Whitehall please contact The Compliance Officer by telephone, email or by post to c/o Whitehall Group, 8-10 Bolton Street, Ramsbottom, BL0 9HX. We will investigate any complaint carefully and promptly and to do everything reasonable to resolve it.

14. Indemnity and Liability

- 14.1 The Introducer shall indemnify and keep Whitehall (and any associated company) and each of its officers, employees, agents and representatives indemnified from and against all liabilities, losses, damages, claims and expenses which Whitehall (or any associated company) may suffer or incur in connection with or arising out of:
- 14.1.1 Any failure by the Introducer to comply with any Applicable Laws.
 - 14.1.2 The inaccuracy of any information, statement or instruction given to Whitehall by the Introducer.
 - 14.1.3 Failure by the Introducer or a Client to settle any transaction in a Product, or delay in doing so.
 - 14.1.4 Any breach or infringement of any Intellectual Property Rights of Whitehall or a third-party licensor.
 - 14.1.5 Any breach by the Introducer of any of these Terms.
 - 14.1.6 Any loss, damage or costs which result from the Introducer's use, application or transfer to any third party of any information supplied to the Introducer by the Whitehall (or any associated company) concerning any Client or prospective Client.
- 14.2 Whitehall shall hold the indemnity given by the Introducer as trustee for the benefit of itself and each of the other persons referred to in this Clause.
- 14.3 Whitehall will only be liable to the Introducer for losses arising directly as a result of negligence, fraud or wilful default by it or any of its employees or agents. In no event shall Whitehall be liable for special, indirect, incidental, or consequential damages or losses. Whitehall is not responsible for the accuracy of information obtained from it by the Introducer other than information prepared by Whitehall.
- 14.4 Nothing in these Terms shall exclude or limit the liability of either party for fraudulent misrepresentation, deceit, or dishonesty or for death or personal injury resulting from its negligence or any other liability that cannot be excluded by Applicable Laws.

15. Limitation of Third-Party Rights

- 15.1 With the exception of a Client, the advice and information Whitehall provide to the Introducer as part of this agreement is for its sole use and not for any third party to whom the Introducer may communicate it, unless Whitehall has expressly agreed in writing that a specified third party may rely advice or information provided by Whitehall.
- 15.2 Whitehall accepts no responsibility to third parties to whom these Terms do not relate. A party to these Terms is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

16. Variation and Termination

- 16.1 Whitehall has the right to vary these Terms at any time on giving 28 days' written notice to the Introducer.
- 16.2 Either party may terminate these Terms at any time on giving the other party one month's written notice.
- 16.3 Whitehall has the right to cease to accept business from the Introducer at any time, without reason or notice.
- 16.4 These Terms shall terminate immediately if an Introducer ceases to be authorised by the FCA.
- 16.5 Termination of these Terms will not affect a party's accrued rights and obligations at the date of termination.
- 16.6 Within 10 working days of termination, the parties shall settle in full all outstanding payments owed to one another.

16.7 Termination of these Terms shall not affect the operation of any clause which is intended to survive termination, including this clause 16, which shall remain in full force and effect.

17. Confidentiality

17.1 The parties agree that they shall at all times (both during the duration of these Terms and after its termination) keep Confidential Information confidential, and shall not use Confidential Information other than strictly for the purposes of these Terms or disclose Confidential Information to any third party, unless the information was public knowledge or already known to the parties at the time of disclosure or subsequently becomes public knowledge other than by breach of these Terms.

17.2 To the extent necessary to implement the provisions of these Terms (but not further or otherwise), the parties may disclose the Confidential Information to any relevant governmental or other authority or regulatory body and to any employees of the parties, provided that before any such disclosure the parties shall make those persons aware of his obligations or confidentiality under these Terms and shall obtain a binding undertaking as to confidentiality from all such persons.

17.3 All of Whitehall's Confidential Information must be returned to Whitehall within 5 working days of termination of any agreement between Whitehall and the Introducer.

18. Assignment

18.1 The Introducer is not entitled to subcontract or transfer any of its rights and obligations under these Terms without the prior written consent of Whitehall.

18.2 Whitehall may assign its rights and obligations under these Terms to any associated company on notice to the Introducer.

19. Consumer Duty

19.1 For the purposes of the FCA Consumer Duty Regulations, the Introducer will act as a Distributor and Whitehall will act as Manufacturer. Both parties agree that they shall conduct their business at all times with the objective of delivering good outcomes for Clients in compliance with the Duty.

19.2 To enable and facilitate compliance with the Consumer Duty both parties agree to share relevant information with each other to assist with their monitoring duties throughout the distribution chain and this information will be provided in a timely manner and will not be unreasonably withheld.

19.3 The Introducer agrees that no transfer of Defined Benefit (Final Salary) pension arrangements to a Product will be accepted by Whitehall without confirmation and/or evidence that the Client has received advice from an individual authorised to do so by the FCA and that the advice given was to transfer.

19.4 The Introducer agrees that in relation to the SIPP Product operated by Whitehall, all investments instructed or recommended by the Introducer will be "Standard Assets" as defined by the FCA.

20. General

20.1 Nothing in these Terms shall prevent Whitehall or the Introducer from entering into arrangements similar to those provided for in these Terms with any other person.

20.2 If any provision of these Terms is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of these Terms which shall remain in full force and effect.

20.3 A failure to exercise or delay in exercising a right or remedy provided by these Terms or law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

21. Governing Law

- 21.1 These Terms are governed by English law and the courts of England and Wales have exclusive jurisdiction to settle any dispute arising under these Terms.
- 21.2 These Terms are issued by: Whitehall Group (UK) Limited, Whitehall Group SIPP Limited, Whitehall Trustees Limited and Whitehall SIPP Trustees Limited (Company numbers: 07625300, 13577749,07625294 and 13587700) of 8-10 Bolton Street, Ramsbottom, BL0 9HX.

22. Acceptance of Terms

- 22.1 Whitehall will only accept applications for a Product from Introducers that have accepted Whitehall's Terms of Business, as amended from time to time. By submitting applications for Clients, the Introducer is expressly confirming their acceptance of Whitehall's Terms of Business applicable at the time. The current version of these terms can be obtained from us on request, by writing to us at our address.

2. Appendix: Data Processing

1. Processing Activities Undertaken by the Parties

1.1 Subject Matter and Duration of Processing

Personal Data is processed for the Processing Purpose, the legitimate interests of both Whitehall and the Introducer and to comply with any legal obligation which either party is subject to.

Personal Data about Data Subjects will be processed by the parties for as long as necessary to fulfil the purposes for which it was collected for including for the Processing Purpose, and to satisfy any legal, accounting, or reporting requirements. To determine the appropriate retention period for Personal Data, both parties will consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of the Personal Data, the purposes for which the parties process the Personal Data and whether the parties can achieve those purposes through other means, and the applicable legal requirements.

1.2 Nature and Purpose of Processing

Processing of a Data Subject's personal data in order to provide the Products and in order to comply with legislation including the Data Protection Laws.

1.3 Type of Client Personal Data

Type of Data Subject's Personal Data being Processed as part of the Processing Purpose, includes but is not limited to the following information:

- name
- contact details
- date of birth
- financial information
- health information and other special category data as required from time to time.

1.4 Categories of Data Subjects

- SSAS and SIPP members
- SSAS and SIPP beneficiaries
- SSAS and SIPP contributing parties
- Parties' personnel (including consultants)
- Client's third-party suppliers

2. Joint Data Controllers

- 2.1 Where the parties are acting as joint Data Controllers, they shall each comply with their respective obligations under the Data Protection Laws and shall co-operate with each other to ensure compliance. The parties agree to divide their responsibilities as follows:
 - 2.1.1 Article 13 of GDPR: Both parties agree to provide appropriate privacy notices to Data Subjects for the purposes of Article 13.
 - 2.1.2 Article 33 of GDPR: Both parties shall take joint and several responsibility for notifying a Personal Data Breach to the Information Commissioner's Office, where required and where appropriate.

3. Independent Financial Adviser Registration

Adviser Company Name		
Adviser's Address		
Post Code		
Email address		
Telephone Number		
FCA Registered Number		
Companies House Number		
Main Contact Name		
Names of Individual Advisers		Note: Please list the name and email address of advisers who may introduce Clients to us
Name 1		
Email Address 1		
Name 2		
Email Address 2		
Name 3		
Email Address 3		
Name 4		
Email Address 4		
Name 5		
Email Address 5		
Name 6		
Email Address 6		
Are the above "Fit and Proper"?	Yes <input type="checkbox"/>	No <input type="checkbox"/> Note: as certified by the firm's compliance team
Firm Directly Authorised?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Authorised by a Principal Firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, name of Principal Firm		
Principal Firm FCA Number		
Ultimate beneficial owners of the firm		
Who holds the Senior Management Functions?		

Toal Assets under administration

Do you handle overseas clients? Yes No

Where did you hear about us?

How do you generate new Clients?

Marketing activities

Lead generation companies

Word of mouth/referrals

Other

Name of any lead generation firms

If Other, please give details

Do you have any FCA restrictions? Yes No

If yes, please give details

What elements of our Products will you be advising on?

What is the nature and type of Client you will be introducing?

What it your policy in relation to introducing vulnerable Clients to our Products?

Your Professional Indemnity Insurance details (level of cover and excess per claim)

Do you hold DB transfer permission Yes No

If yes, how many advisers hold permission to give DB advice?

If yes, number of DB transfers Previous 12 months 24 months

If yes, what is the minimum CETV you would consider transferring to one of our Products?

Details of any complaints being investigated by the above-named adviser(s) in the last twelve months

How many complaints relate to DB transfers?

What is your usual charging structure for introducing Clients to our Products and how will this be paid?

Note: Please tick those that apply

Note: Initial £ or % of fund, annual £ or % of fund. Paid from the Product Account or from investments recommended or by the Client

Your preferred Fund Platform(s),
Discretionary Fund Manager(s)
and/or advisory stockbroker(s)

Note: We appreciate preferences change. Please name your current preferred options.

Do you manage portfolios for Clients
If yes, please confirm

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Advisory	<input type="checkbox"/>	Discretionary	<input type="checkbox"/>

4. Agreement

Signed on Behalf of the Financial Adviser Firm (Principal Firm in the case of an Appointed Representative)

Your Name

Your Signature

Position

Senior Management
Functions held

Date

Signed on Behalf of Whitehall

Name

Signature

Position

Senior Management
Functions held

Date

Please Return this form to:

Whitehall Group
8-10 Bolton Street
Ramsbottom
BLO 9HX

Contact Us:

Telephone: 03302 232300

Email: ssas@whitehallgroup.co.uk

Email: sipp@whitehallgroup.co.uk



Whitehall is the trading name of:

Whitehall Group (UK) Limited, a company registered in England and Wales (Registered number 07625300), Whitehall Trustees Limited, a company registered in England and Wales (Registered number 07625294), Whitehall Corporate Limited, a company registered in England and Wales (Registered number 7759590), Whitehall Group SIPP Limited, a company registered in England and Wales (Registered number 13577749) and Whitehall SIPP Trustees Limited, a company registered in England and Wales (Registered number 13587700). All companies have their registered office at 8-10 Bolton Street, Ramsbottom, BLO 9HX.

Whitehall Group SIPP Limited is authorised and regulated by the Financial Conduct Authority (FCA) firm reference number 978183.