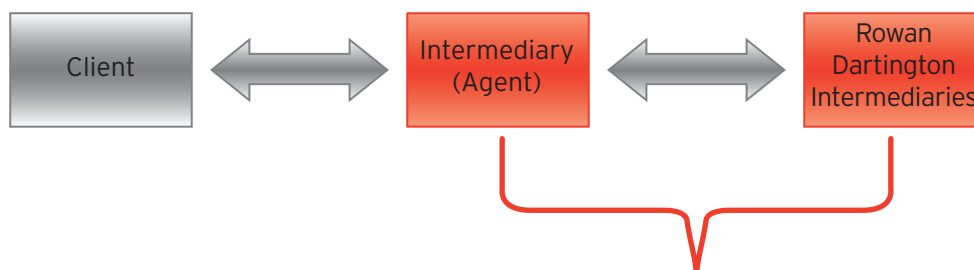


# Discretionary Portfolio Managers

Intermediary Adviser Agreement

## INTRODUCTION

This Agreement together with the Service Level Agreement (as laid out in Schedule A), and, our Services, Terms and Conditions document sets out the Terms and Conditions which apply to (a) Intermediaries executing client business into any Rowan Dartington Intermediaries account and (b) the relationship between Rowan Dartington Intermediaries and the Intermediary acting on behalf of the Client.



This Intermediary Adviser Agreement

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

## DEFINITIONS

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

“Agent” shall be taken as having the meaning in the Glossary.

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

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

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

“Client” shall be taken to mean the person the Intermediary is representing as Agent.

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

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

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

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

“Institution” shall mean any third party product provider.

“Intermediary” shall be taken to mean the independent Intermediary carrying on business and authorised to do so pursuant to the Act, and the Agent of the Client as per COBS 2.4 of the FCA Handbook.

“ISA” shall be taken as having the meaning given in the Glossary and in the context of these terms.

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

“Product” shall be taken as meaning ISAs, Discretionary Management Services, SIPPs and SSASs either collectively or as the context so requires.

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

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

“Rowan Dartington Intermediaries” is a trading name of Rowan Dartington & Company Limited.

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

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

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

“We” or “Us” means Rowan Dartington Intermediaries.

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



## 1.0 SCOPE OF THIS AGREEMENT

**1.1** This Intermediary Adviser Agreement sets out the terms upon which Rowan Dartington Intermediaries will affect transactions in a product or service, in accordance with instruction from the Intermediary. By placing an order or instruction with Rowan Dartington Intermediaries for a product or service, as defined, the Intermediary acknowledges these Terms apply to the transaction(s) concerned, and undertakes to Rowan Dartington Intermediaries to perform the obligations set out herein.

**1.2** Rowan Dartington Intermediaries will only accept business from an Intermediary within the United Kingdom which is authorised under the Act to transact that class or type of business (an “authorised Intermediary”) and reserve the right to cease to accept business from or to refuse any particular business proposed by an Intermediary which has ceased to be authorised or for such other reasons as Rowan Dartington Intermediaries deems appropriate.

## 2.0 INTERMEDIARY IS AGENT OF CLIENT

**2.1** The Intermediary shall be the Agent of its Client save in respect of its obligations hereunder, and shall only give instructions on behalf of a Client to the extent it has the Client’s authority to do so.

**2.2** The Intermediary may act as principal if so authorised pursuant to the Act, the FCA Rules or applicable rules and regulations.

**2.3** Rowan Dartington Intermediaries will not provide any advice on the appropriateness and/or suitability of the products or services and shall not carry out any assessment of suitability or of the Client’s investment objective, or collect any details of their investment restrictions, their attitude to risk or their capacity for loss. This is information collected from the Client by the Intermediary, assessed by the Intermediary as part of the advice process, and communicated to Rowan Dartington Intermediaries in the form of a mandate to manage the Client’s assets.

**2.4** Rowan Dartington Intermediaries will provide advice and or/execute transactions, based on knowledge of the Client’s circumstances. All investments involve a degree of risk and before the Client begins dealing in the stock market the Intermediary should take into account their savings as well as level of indebtedness. It is important to establish the degree of risk acceptable to the Client and decide on a suitable investment objective. Please refer to the Risk Warnings contained within the Service, Terms & Conditions at Appendix 3. For the Bespoke Portfolio Service, please also refer to Our Investment Approach and Investment Risk Classification matrix.

**2.5** Rowan Dartington Intermediaries will only accept instructions to vary the basis of the Clients’ portfolio from the Intermediary as their appointed Adviser. However, it is understood that any instruction given will be authorised by the Client and fully reflects their desired investment objectives and attitude to risk.

**2.6** The Intermediary shall inform Rowan Dartington Intermediaries in a timely manner of any changes to the Client’s investment objective, attitude to risk, capacity for loss, or any other relevant information that may impact on Rowan Dartington Intermediaries’s product or service, or the management of that product or service.

**2.7** The Client will inform Rowan Dartington Intermediaries on the Application Form of any investments, type of investments or markets which they do not want to invest in. Please note, that Rowan Dartington Intermediaries cannot monitor the investments made by other managers or any form of collective investment scheme and, therefore, the Client must inform Rowan Dartington Intermediaries if any investment restrictions extend beyond direct holdings to holdings in collective investment schemes that may invest in those restricted areas.

For Ethical Investors, please contact your Fund Manager to discuss the options available. In the absence of restrictions set by the Client, Rowan Dartington Intermediaries may purchase any investment on any market.

**2.8** The Intermediary shall acknowledge that where the Client is introduced and uses the Portfolio Service, Rowan Dartington Intermediaries shall not provide any advice on the appropriateness and/or suitability of the investment management services to be provided and shall not carry out any assessment of suitability or of the Client’s risk profile or attitude to risk.

These assessments and any related advice should be carried out by the Intermediary. It is the Intermediary’s responsibility, along with the Client, to notify Rowan Dartington Intermediaries of any changes following the initial assessment that may impact upon Rowan Dartington Intermediaries’s management of the Client’s portfolio.

**2.9** Rowan Dartington Intermediaries reserves the right to decline an introduction for any reason and the Intermediary will inform Rowan Dartington Intermediaries of any material information or circumstances that become known that may potentially influence Rowan Dartington Intermediaries’s ability to maintain and manage a portfolio for the Client.

**2.10** The Intermediary shall inform Rowan Dartington Intermediaries immediately and in writing:

**2.10.1** – of any change in business address or other contact details,

**2.10.2** – if the Intermediary ceases to be authorised by FCA, or it or any of its principals, directors, officers or controllers are subject to any investigation, enforcement or disciplinary proceedings, by professional or regulatory body in the UK or elsewhere,

**2.10.3** – if any of the Intermediary’s principals, directors, officers or controllers becomes convicted of any criminal offence other than a minor motoring offence, or

**2.10.4** – if the Intermediary becomes bankrupt or insolvent, goes into liquidation, enters into composition with its creditors or has a receiver or administrator appointed.

**2.11** The Intermediary will promptly provide Rowan Dartington Intermediaries such additional information regarding their activities as Rowan Dartington Intermediaries may reasonably require or as may be required by the regulator.

## 3.0 PAYMENTS

**3.1** The Intermediary shall be liable for ensuring that payment is made in accordance with the relevant product(s) or service(s) with the relevant Services, Terms and Conditions or offering document(s) (as applicable) in respect of any subscription monies relating to a transaction for a product or service



effected by or through the Intermediary (regardless of whether or not the Intermediary has obtained payment from the Client). Payment may be made by cheque or electronically, or otherwise at the discretion of Rowan Dartington Intermediaries. Rowan Dartington Intermediaries shall be entitled to cancel in whole or in part any product or service transaction or application in respect of which payment has not been made in accordance with the relevant Service, Terms and Conditions or offering document(s) (as applicable). This provision shall not be affected by any requirement to serve a cancellation notice in respect of the transaction in question nor by the fact that such notice may have been served on previous occasions.

**3.2** Where the Intermediary holds client money, the Intermediary shall keep Rowan Dartington Intermediaries indemnified from all direct or indirect loss incurred by Rowan Dartington Intermediaries by reason of the Intermediary's failure to make due payment in accordance with Clause 3.1. The Intermediary should settle all accounts promptly and in accordance with our settlement procedures. If any amount due to us on the due date is not paid in the manner required, we reserve the right to take the following action, which may include:

- Charging interest on overdue accounts at the rate of 15% over base rate, with a minimum interest charge of £25 per quarter;
- Retaining funds due in order to offset outstanding liabilities; and
- Charging the Intermediary for any legal and other expenses incurred by us in recovery of outstanding liabilities.

From time to time, we may have to sell or transfer out stock without your consent; for example following a change to non-qualifying status for a stock in an ISA.

For the purposes of this provision, loss shall include loss resulting from the cancellation of the contract or application other than cancellations pursuant to statutory rights and, without limitation by the foregoing, any other loss or expense caused to Rowan Dartington Intermediaries directly or indirectly by a failure of the Intermediary to comply with 3.1 above.

**3.3** Payments out will be made electronically or by cheque in respect of transactions involving the repurchase or withdrawals of interest in a product or service, including both without limitation to, units or shares.

Instructions will be required in writing and signed by the account holder, if the account is held in joint names we will require written instructions from all parties.

In both single and joint account cases, payment will only be paid to an account registered in either the sole or joint account holders names (crossed "Account Payee" with regards to cheque payments) and despatched to the Client(s), unless Rowan Dartington Intermediaries is otherwise instructed.

The Intermediary is responsible for informing Rowan Dartington Intermediaries if the Intermediary is authorised to handle Client money. In this case the Intermediary may request that payments are made in favour of the Intermediary's Client money account (but designated for the underlying Client).

**3.4** On the instruction of the Intermediary payments can only be made to another Institution who is authorised to hold Client money and will normally be made payable to the Institution's Client money account but designated for the underlying Client.

**3.5** If the Intermediary has undertaken to a Client to pass monies to Rowan Dartington Intermediaries, the Intermediary shall do so promptly. Where payment is made by Rowan Dartington Intermediaries to the Intermediary on a Client's behalf such payment will discharge Rowan Dartington Intermediaries's obligations to that Client and the Intermediary shall indemnify and keep indemnified Rowan Dartington Intermediaries against all losses, costs, claims, expenses and demands arising from payments to the Intermediary as foresaid.

## 4.0 ADVISER CHARGING

**4.1** All matters relating to the payment of Adviser Charging by Rowan Dartington Intermediaries in respect of any product or service or Client introduction shall be governed by HMRC and FCA Rules and all applicable rules and regulations. Unless otherwise and expressly agreed, Adviser Charging will only be paid by Rowan Dartington Intermediaries to UK Authorised Intermediaries on the express permission of the Client as indicated on the Client Agreement Form.

**4.2** The maximum rate of initial and/or annual Adviser Fee payable by Rowan Dartington Intermediaries in respect of certain products or services is set out in the appropriate Rate Card.

**4.3** Adviser Charging in respect of those products or services set out in the appropriate Rate Card are payable to an Authorised Intermediary eligible to receive Adviser Fees, and who is, at the time of payment, a Nominated Intermediary in respect of that product or service. A record identifying a Nominated Intermediary will be amended only on receipt by Rowan Dartington Intermediaries of written notice from the Client. Such amendment will apply to all future payments in the absence of prior written notice from the Client to the contrary.

**4.4** If the Intermediary or Client exercises a right of cancellation (if applicable), we will return to the Client all assets and cash received subject to:

- 4.4.1** – any market movements in the intervening period,
- 4.4.2** – any charges related to any instructions given by the Intermediary or Client,
- 4.4.3** – any Adviser Fees paid to the Intermediary, and
- 4.4.4** – any reasonable costs associated with the cancellation notice, such as the cost of transferring investments out of our nominee.

This may mean the Client does not receive back the full amount they invested.

**4.5** Rowan Dartington Intermediaries may, at its absolute discretion, cease payment of Adviser Fees to the Intermediary in the event of any one of the following:

- 4.5.1** - if the Intermediary ceases to be authorised to carry on business or the Intermediary's authorisation is suspended, or
- 4.5.2** - where the payment is in respect of a person for whom the Intermediary has ceased to act; or



**4.5.3** - if the Intermediary shall die, become bankrupt, compound with or assign his estate or effects for the benefit of creditors, have his goods seized in execution or, where the Intermediary is a company, goes into liquidation or receivership or is subject to an administrative order; or if the Intermediary is subject to an investigation under the Act or FCA Rules.

**4.6** Rowan Dartington Intermediaries will cease all Adviser Fee payments at the request of the Client.

## 5.0 MONEY LAUNDERING

**5.1** The Intermediary acknowledges that any transaction involving Client money will be covered by all statutory and other requirements relating to money laundering as amended from time to time, including, but not restricted to, The Criminal Justice Act 2003; the Money Laundering Regulations 2007; the Proceeds of Crime Act 2008; the Guidance Notes, and the FCA Rules. Failure to comply with the relevant Money Laundering requirements may result in the refusal to effect transactions in a product or service as defined, the withholding of redemption proceeds and/or commissions and/or the inability to effect further transactions in any product or service as offered from time to time by Rowan Dartington Intermediaries.

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

## 6.0 COMMUNICATION DOCUMENTATION AND DEALING

**6.1** All communications between Rowan Dartington Intermediaries and the Intermediary shall be conducted in the English language. Telephone is Rowan Dartington Intermediaries's preferred method of communication, but Rowan Dartington Intermediaries will also accept instructions in person, by mail or by electronic means (including facsimile and electronic mail). However, Rowan Dartington Intermediaries reserves the right to require that any instructions are confirmed in writing by an authorised signatory.

**6.2** Once accepted, each order or instruction Rowan Dartington Intermediaries receives from the Intermediary is irrevocable, unless prior to its execution you receive confirmation from us of any amendment or cancellation.

**6.3** When using online services provided by Rowan Dartington Intermediaries, both the Intermediary and Client consents to the online terms and conditions and use of cookies for purposes other than those strictly necessary for the operation of the website or online service.

In order to gain access to Rowan Dartington Intermediaries online facilities, the Intermediary will be provided with a user name and password. The Intermediary must ensure that this password is kept confidential within its organisation and must report any misuse to Rowan Dartington Intermediaries as soon as possible. Rowan Dartington Intermediaries is entitled to disable the password at any time at its discretion.

**6.4** The Intermediary shall pass to a Client immediately and without an amendment any documents supplied by Rowan Dartington Intermediaries for the information of or completion by

a Client as required by applicable laws or regulations relating to the effecting of a transaction or an investment in a product or service. Rowan Dartington Intermediaries will promptly supply to the Intermediary copies of such items that may be required to enable the Intermediary to carry out its obligations hereunder.

**6.5** The Intermediary undertakes to comply with the packaged product disclosure requirements in force at the time of recommending or reflecting a relevant purchase of units.

**6.6** In respect of ISA applications made by the Intermediary on behalf of Clients and passed to Rowan Dartington Intermediaries electronically or by telephone, the Intermediary warrants that the Client has provided to the Intermediary the information, declaration and authority required by the rules of Her Majesty's Revenue and Customs.

**6.7** Rowan Dartington Intermediaries reserves the right to send documents direct to a Client. Rowan Dartington Intermediaries reserves the right to refuse to accept such instructions at its absolute discretion.

**6.8** When placing an order for the purchase or sale of any product or service or any constituent part thereof for the first time, the Intermediary shall provide Rowan Dartington Intermediaries and its agents with a statement in writing of the Intermediary's FCA authorisation reference number and whether or not the Intermediary is authorised to handle Client money. The cancellation rules will apply to the instruction unless Rowan Dartington Intermediaries is instructed to the contrary by the Intermediary at the time the order is placed.

**6.9** Save as otherwise provided herein, all transactions in a product or service as defined introduced by the Intermediary may be made, and will be accepted, only on the basis of the relevant products or Services, Terms and Conditions or offering document(s) (as applicable).

**6.10** These Terms shall apply once an order in respect of a product or service has been placed by the Intermediary and to all business between the Intermediary and Rowan Dartington Intermediaries.

## 7.0 INDEMNITY

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

**7.2** Rowan Dartington shall indemnify and keep the intermediary indemnified against any direct losses, costs, claims, expenses or demands incurred arising from negligence, wilful default or fraud by Rowan Dartington.



## 8.0 SERVICE OF DOCUMENTS

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

## 9.0 VARIATION

**9.1** Rowan Dartington Intermediaries reserves the right to vary these Terms, but except in so far as required by the Act or any regulations made thereunder or the FCA Rules or other applicable law or regulation.

**9.2** No variation shall affect contracts made prior to the time of the variation except as otherwise stated herein.

**9.3** Not less than 30 days' notice shall be given to the Intermediary of, and prior to, a variation.

**9.4** The intermediary shall not be entitled to sub-contract or transfer any of his rights and obligations hereunder without the prior written consent of Rowan Dartington Intermediaries.

## 10 TERMINATION

**10.1** The Intermediary may terminate these Terms by giving written notice to Rowan Dartington Intermediaries.

**10.2** Rowan Dartington Intermediaries may terminate these Terms by giving the Intermediary not less than 14 days prior written notice.

**10.3** Termination will not affect any outstanding order, instruction or transaction, any provision of these Terms intended to serve terminations, or legal right or obligations which may have arisen prior to termination. The payment of Adviser Fees by Rowan Dartington Intermediaries to the Intermediary after the termination of these Terms shall be decided on a case by case basis.

## 11.0 ADVERTISING

**11.1** The Intermediary shall not use any Rowan Dartington Intermediaries logo nor the term Rowan Dartington Intermediaries, or any derivation thereof in any promotional publication without prior written consent from Rowan Dartington Intermediaries, or give or make or purport to give or make any representation or warranty on behalf of Rowan Dartington Intermediaries.

**11.2** Notwithstanding the prohibition in 11.1 above, the Intermediary may, for the purposes of providing factual information to its own Clients or prospective Clients, use the term "Rowan Dartington Intermediaries" or any of the above derivations in written material listing the assets held in its model portfolios or naming the Investment Managers with whom the Intermediary has a business relationship. For the avoidance of doubt this permission does not extend to the use of any Rowan Dartington Intermediaries logo.

**11.3** The Intermediary warrants and represents that it will not do, permit or commit any act, matter or thing which would or might

prejudice or bring into disrepute in any matter the business or reputation of Rowan Dartington Intermediaries.

## 12.0 DUTY OF CARE

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

## 13.0 CONFIDENTIALITY

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

## 14.0 DATA PROTECTION AND PERMITTED DISCLOSURES

**14.1** The Intermediary agrees that Rowan Dartington Intermediaries may obtain information (including personal data and sensitive personal data, each defined in the Data Protection Act 1998) about the Intermediary and the Client. Both parties will treat any information learnt about the other as confidential, both during and after the termination of these Terms and except as otherwise agreed or compelled to do so by any court or regulatory authority shall not disclose the same to any third party without the other's consent.

**14.2** The Intermediary agrees that Rowan Dartington Intermediaries may use, store or otherwise process such information (whether provided electronically or otherwise) and may disclose such information (including without limitation information relating to transactions and accounts, products or services) as may be required to administer these Terms, provide service to the Intermediary and the Client, including without limitation, assessing any credit limit or other credit decision and enabling the company to carry out analysis and otherwise market products and services to the Intermediary.

**14.3** The Intermediary agrees that the company may transfer or disclose such information to any associated company or third party wherever located in the world. Such parties may include those who provide services to Rowan Dartington Intermediaries or act as Rowan Dartington Intermediaries's agents, to whom Rowan Dartington Intermediaries transfers or proposes to transfer any of its rights or duties under these Terms and those licensed credit reference agencies or other organisations that help Rowan Dartington Intermediaries to make credit decisions and reduce the incidence of fraud or in the course of carrying out identify fraud prevention.

**14.4** In relation to any personal data or sensitive data belonging to the Intermediary, its directors, employees, officers, or Agents of any Clients that is provided to Rowan Dartington Intermediaries, the Intermediary represents to Rowan Dartington Intermediaries that each such person is aware of and consents to the use of



such data as set out in this clause and the Intermediary agrees to indemnify Rowan Dartington Intermediaries against any loss, costs or expenses arising out of any breach of this indemnification.

**14.5** The Intermediary agrees that Rowan Dartington Intermediaries may, pursuant to these Terms, make direct contact with the Intermediary by telephone, facsimile or otherwise without the Intermediary's express invitation. The Intermediary consents to such communication and acknowledges that such communication will not be considered as being a breach of the Intermediary's rights under the Telecommunication (Data Protection and Privacy) Regulations 1998.

**14.6** The Intermediary represents and warrants that it has the authority of the Client to consent to the terms of this paragraph on behalf of the Client.

**14.7** Rowan Dartington Intermediaries hereby notifies the Intermediary that telephone conversations to and from (any of) Rowan Dartington Intermediaries's offices may be recorded and monitored. The Intermediary agrees that Rowan Dartington Intermediaries may deliver copies or transcripts of such recordings to any court or regulatory authority.

**14.8** Rowan Dartington Intermediaries undertakes that it will not solicit or seek to entice away from the Intermediary any Client for the purpose of doing business of the same or similar nature to the business which the Intermediary provides to the Client.

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

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

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

**16.1** These Terms shall be governed and construed in accordance with English law.

**16.2** If in any case the provisions of any law or regulation which may apply to Rowan Dartington Intermediaries, or the terms of any products or Services Terms and Conditions or offering document (s) (as applicable) or the terms of the constitutive documents for any product or service concerned, conflict with the obligations expressed to be assumed by Rowan Dartington Intermediaries, such provisions or terms shall prevail.

**16.3** If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including but not by way of limitation, war, national emergency, flood, earthquake, strike or lockout [other than induced by the party so incapacitated]) the party unable to fulfil its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance. A party shall not be deemed to be in breach of its obligations under this Agreement by reason of any supervening event beyond its control.



### SERVICE LEVEL AGREEMENT

1. We will only accept Clients on receipt of fully completed Rowan Dartington Intermediaries Client Agreements, fully supported by the Intermediary's completed Anti Money Laundering Verification Certificate.
2. All Adviser Fees can only be paid to an FCA authorised Firm.
3. **Adviser Fees**  
We will pay Adviser Fees as expressly agreed with the Client and is clearly documented on the Client Agreement Form. Any Adviser Fee will be paid at the beginning of each subsequent month.
4. **Portfolio Fees**  
Client portfolios are subject to an Annual Management Charge ("AMC") and where assets are held by Rowan Dartington Intermediaries in nominee, an Administration Charge will also be made. These are detailed in our Rate Card. These charges are accrued daily based upon the value of funds under management, and are payable monthly in arrears. The charges are debited from the Client's portfolio.
5. **Client Valuations**  
Half yearly valuations are produced as at 5th April and 5th October (subject to weekends and bank holidays). These are issued prior to the end of the month and are sent to the Intermediary in advance of Clients receiving their copy. We can also provide the Intermediary with online access for their Clients. However, should the Intermediary or the Client require ad hoc valuations, these are available on request or through online access.
6. **Copy correspondence, contract notes, etc.**  
We will send the Intermediary all Client correspondence. The Client may elect to receive contract notes.
7. **Termination of Agency**  
An instruction will only be accepted in writing from the Client(s). This will take effect immediately and all entitlements to Adviser Fee will cease, together with our ability to provide any information regarding the Client's investments/portfolios.
8. **Portfolio Minimum Investments**  
The minimum investment for a collective portfolio is £10,000, for a hybrid portfolio is £50,000 and for a bespoke portfolio is £100,000. Should Clients make withdrawals that reduce the value of the portfolio to 10% below the minimum investment, we reserve the right to request either a transfer to a different service or to withdraw the portfolio.



# INTERMEDIARY ADVISER AGREEMENT

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY



Once fully completed, this form should be sent to:

Rowan Dartington Intermediaries  
Colston Tower  
Colston Street  
Bristol BS1 4RD

## 1. ORGANISATION

What is the constitution of your business?

Sole trader/partnership/limited company/plc	
---	--

Please detail time in business  Years  Months

SIB/FCA registration number	
-----------------------------	--

Name and address of your business

Business name*	
----------------	--

Address		
	Postcode	

Telephone	
-----------	--

Email address	
---------------	--

Website address	
-----------------	--

\* Trading name if different

# INTERMEDIARY ADVISER AGREEMENT

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY



## 1.1 IFA LIMITED COMPANY, PLEASE COMPLETE

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

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

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

## 2. PRINCIPALS OF THE BUSINESS

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

Name (s)	Date of Birth	Name (s)

Please continue on a separate sheet if necessary



**3. MAIN NATURE OF YOUR BUSINESS**

Which of the following best describes your business?

Financial Adviser  Solicitor  Accountant  Other\*  Please specify below

\*

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

If Yes, which Network?

Is your business authorised to handle Client Money?	
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**4. ADVISER FEE REQUIREMENTS**

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

Name of Bank	
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Name of Contact (if known)	
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Address	
	Postcode

If you wish Adviser Fees to be credited to your bank account, please complete the following:

Name of account holder	
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Account number		Sort Code	
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VAT Registered ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If YES - VAT number:	
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# INTERMEDIARY ADVISER AGREEMENT

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY



## 5. DECLARATION

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

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

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

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

Print Name	Position	Date

Signature

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

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

Rowan Dartington Intermediaries is a trading name of Rowan Dartington & Co Ltd whois a member of the London Stock Exchange and is authorised and regulated by the Financial Conduct Authority.

Rowan Dartington & Co Limited is registered in England & Wales No.2752304 at Colston Tower, Colston Street, Bristol BS1 4RD

[www.rowan-dartington.co.uk](http://www.rowan-dartington.co.uk)

SIG/IAA/0717/BDP