



## Adviser Terms & Conditions & Terms of Use

These terms of business came into effect 15 June 2021.

These terms of business (these "Terms") set out the basis of Premier Miton's relationship with each Adviser Firm and User and replace any previous versions. These Terms apply from June 2021.

Please read these Terms carefully and save them for future reference.

References to "you" in these Terms shall mean the Adviser Firm and/or User, as applicable.

These Terms are for Adviser Firms and other Users only. They should not be made available to Clients.

Issued by Premier Miton Investors. Premier Portfolio Managers Limited is registered in England no. 01235867. Premier Fund Managers Limited is registered in England no. 02274227. Both companies are authorised and regulated by the Financial Conduct Authority and are members of the 'Premier Miton Investors' marketing group and subsidiaries of Premier Miton Group plc (registered in England no. 06306664). Registered office: Eastgate Court, High Street, Guildford, Surrey GU1 3DE.



## 1. Our relationship with you

- 1.1 Connect is an online investment service from Premier Fund Managers Limited (“us”, “our” or “we”). It can be used by Financial Advisers and other Users to view and administer Investments on behalf of Clients.
- 1.2 We may, in our sole discretion, accept Clients placed by you (acting as agent of the Client) with us on Connect. We reserve the right not to accept Business from, or enter into a relationship with, you. We do not have to give a reason for our decision.
- 1.3 By applying to register with Connect and/or accessing Connect, each User and Adviser Firm is deemed to have accepted these Terms and to be bound by them.
- 1.4 Each Adviser Firm accepts full responsibility for the actions of any User to whom it grants access to Connect.
- 1.5 The Adviser Firm is responsible for ensuring that its employees and Financial Advisers are aware of these Terms, and comply with them. If the Adviser Firm is an Appointed Representative it warrants that it has the necessary authority from the Adviser Firms in its Network to enter into these Terms. The Appointed Representative shall be responsible for ensuring that the Adviser Firms in its Network comply with these Terms. Each Adviser Firm shall be responsible for ensuring that any Users to whom it grants access to Connect comply with these Terms. Any Adviser Firm which is part of a Network consents to the disclosure of its information to its Appointed Representative.
- 1.6 These Terms describe the terms and conditions upon which:  
(i) you may act as an intermediary in introducing and servicing Clients on Connect; and (ii) Connect may be used.
- 1.7 You will not hold yourself out, or describe yourself, as a current or former agent, employee or officer of the Premier Miton Group. Nothing contained or implied in these Terms creates a joint venture or partnership between you and the Premier Miton Group.
- 1.8 An Adviser Firm is not authorised by us to hold any monies on our behalf. You agree to confirm if you are authorised to handle Client money.
- 1.9 These Terms are the only terms on which we will transact Business with you in respect of Connect. You will not contest the admissibility of copies of these Terms (or printed versions of the same) on the basis that the Terms were originated or maintained in electronic format and the original is not produced. Any application form will be deemed by law to be as valid as if it had been physically signed and to satisfy all legal requirements requiring it to be in writing.
- 1.10 You agree to comply with these Terms and all Applicable Law, including but not limited to those in relation to the FCA’s principles, rules and guidance in relation to treating customers fairly and managing actual and potential conflicts of interest, the Anti-Money Laundering Requirements, and all applicable Product Documentation.
- 1.11 You confirm that you understand the requirements of Applicable Law, regulations and rules relating to bribery and corruption and the avoidance of tax in the United Kingdom (and any other jurisdiction that may be relevant to the activities under or in any way connected with these Terms) and undertake that you will comply with all requirements of such laws, rules and regulations (including for the avoidance of doubt the Bribery Act 2010 and the Criminal Finances Act 2017) that apply.
- 1.12 We will not accept Business from you if you do not have the correct regulatory permissions, or if your regulatory permissions are removed or suspended. We will only accept Business from FCA authorised and regulated firms and their Financial Advisers who have a UK bank account and are resident in the UK.
- 1.13 Each Adviser Firm warrants (on behalf of itself and each User to whom it grants access to Connect) that at all times it and any such Users have all relevant permissions from the FCA and other regulatory bodies. If you or any such Users lose these permissions or cease to be authorised, you must immediately cease using Connect and notify us.
- 1.14 An Adviser Firm must tell us immediately if:
- 1.14.1 there is any change in your legal structure, or you sell, transfer or assign any part of your business to another entity;
  - 1.14.2 your authorisation is cancelled, suspended or withdrawn, your permissions are altered or restricted or are made subject to any conditions;
  - 1.14.3 any User to whom you grant access to Connect ceases to be authorised, has restrictions placed on them or is suspended;
  - 1.14.4 a Client moves to another country or becomes tax resident outside the UK;
  - 1.14.5 you or any User to whom you grant access to Connect becomes Insolvent;
  - 1.14.6 you change your name or head office address.



- 1.15 We shall not be obliged to perform any of our obligations under these Terms if such performance would cause us to breach Applicable Law or rules, guidance or directions of the FCA.
- 1.16 We can rely, but shall not be obliged to act on, any Instruction which you provide without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Instructions.
- 1.17 We may at any time request reasonable evidence of your compliance with FCA Rules and/or Applicable Law.
- 1.18 An Adviser Firm will supply us with such information in relation to the Clients as we may request for the purposes of complying with our obligations in respect of: (i) FATCA; (ii) CRS; and (iii) any future inter-governmental agreements entered into by the United Kingdom and another country which are similar to or analogous to FATCA or CRS. The Adviser Firm represents and warrants that it will as soon as practicable inform us if and to the extent that:
- 1.18.1 it has any reason to doubt the veracity of such information; or
- 1.18.2 if it becomes aware that such information is incomplete or inaccurate to any extent; or
- 1.18.3 a Client moves to any country outside the United Kingdom.
- 1.19 We will permit the Adviser Firm to link from its website(s) to the Premier Miton Sites on the following basis (and subject to the rest of these Terms):
- (i) we may withdraw or amend the permission at any time, in which case the Adviser Firm must remove or suitably amend its links to Premier Miton Sites.
- (ii) the Adviser Firm must link only to such page or pages on Premier Miton Sites as we may permit from time to time.
- (iii) the Adviser Firm must not frame, post, modify or alter the appearance of the Premier Miton Sites in any way.
- (iv) the Adviser Firm may not state or imply that we endorse, sponsor or otherwise approve of the Adviser Firm's web site.
- (v) the Adviser Firm has sole responsibility for ensuring that its web site and the link to Premier Miton Sites comply with all Applicable Law in the United Kingdom and elsewhere.
- (vi) the Adviser Firm must keep its web site up-to-date and accurate in all material respects and must not include any material on its web site that is illegal, obscene, offensive, defamatory or otherwise inappropriate.

## 2. Your relationship with Clients

- 2.1 You are the Client's agent for all aspects of Business on Connect.
- 2.2 You will remain the agent of a Client in relation to all aspects of Business on Connect for such Client (except to the extent of your personal obligations under these Terms) until we are advised that you are no longer acting on such Client's behalf.
- 2.3 In accordance with the Client Terms and Conditions, we will treat all Clients as retail clients.
- 2.4 We assume, and you must ensure that:
- 2.4.1 any and all Instructions are legitimate and you have the full authority of the Client;
- 2.4.2 any and all information that you provide to us about a Client is complete and accurate in all material respects;
- 2.4.3 you have the necessary authority and consent from the Client to process, disclose and receive the Client's personal information;
- 2.4.4 when you give information to us, to the best of your knowledge such information is complete, accurate and not misleading and you acknowledge that we may rely on such information.



- 2.5 An Adviser Firm and each User to whom such Adviser Firm has granted access are jointly and severally responsible for ensuring that any Investments made by a Client and any Instructions placed by the Adviser Firm (including any User to whom such Adviser Firm has granted access) are suitable and appropriate for the Client.
- 2.6 You acknowledge that you are responsible for performing any suitability and/or appropriateness assessment in respect of the Client in accordance with the requirements of the FCA Rules.
- 2.7 You will at all times in the course of your dealing with Clients, potential Clients and us, act in good faith and exercise all due skill, care and diligence as would reasonably be expected of a professional Adviser Firm or User (as applicable) and within the scope of your regulatory permissions as defined by the FCA.
- 2.8 When you give Instructions you do so subject to the Product Documentation. In giving any Instructions you confirm that you have received and provided to the Client, free of charge, the relevant Product Documentation, which the Client has had the opportunity to read and to ask for further information in respect thereof.

### 3. Registering with Connect

- 3.1 In order to use Connect, the Adviser Firm must have completed and submitted an Adviser registration form. If the Adviser Firm is an Appointed Representative, you will also need to complete a Network registration form.
- 3.2 Once the Adviser Firm (and Network, if applicable) are registered with Connect, individual Users can be set up. Please see the User Guide for more information on how to do this.
- 3.3 Each User will have their own user name and password. These are personal to each User and should not be shared.
- 3.4 The Adviser Firm accepts full responsibility for the actions of any User to whom it grants access to Connect. This includes, without limitation, any advice given to a Client and any Instructions which are given by a User on behalf of a Client.
- 3.5 Further details relating to the use of Connect are contained in the Connect Online Terms and the User Guide. The Connect Online Terms form part of these Terms. Both the Connect Online Terms and User Guide are available at <https://www.premiermiton.com/connect/>.
- 3.6 We use third parties to provide integration services for Financial Advisers. It is your responsibility to ensure that the software/systems you are using are compatible. You should be aware that,

depending on your software provider, messages may be transferred using the Origo Integration Hub. We do not accept any liability for use of third party systems and do not accept liability for the unavailability or incompatibility of such systems.



## 4. Eligibility for Connect

- 4.1 To set up a Client Account and/or give Instructions in respect of that Account, the Client must have a Financial Adviser, be tax resident in the UK, have a UK residential address and a UK bank account.
- 4.2 If at any time a Client no longer meets these criteria, you must immediately notify us. We may require closure of the Account in accordance with the Client Terms and Conditions.
- 4.3 To open an Account a Client needs to invest a minimum of £1,000 in each fund that he/she or they wish to invest in.
- 4.4 If the holding in a fund is below £1,000 for a period of time, we may in our discretion close the relevant Account.
- 4.5 Before a Client can access the Connect Client portal directly (to view their investments) the Adviser Firm must have set up an account on Connect.

## 5. Giving instructions via Connect

- 5.1 You confirm that you will only give Instructions with the authority of the Client for whom you are acting. All Instructions are subject to the Product Documentation. Acceptance of any Instructions by us shall be subject to these Terms, the Product Documentation and Applicable Law.
- 5.2 You shall not open an Account or give any Instructions until you have provided to the Client, free of charge, the relevant Product Documentation and have made the Client aware of all relevant information, including risk warnings applicable to the relevant Investment.
- 5.3 All Instructions must be given via Connect and are subject to successful authentication. We may (but are not obliged to) require additional documentation to be supplied in respect of certain transaction types or requests. We shall not be liable for any loss suffered by a Client as a result of your failure to provide or delay in providing any documentation or any other information required under these Terms.
- 5.4 You agree to notify us immediately if a Client exercises any cancellation rights, and shall indemnify us for any loss that we may suffer as a result of failing to promptly notify us and/or provide the Product Documentation prior to opening an Account.
- 5.5 We may in our absolute discretion, and without giving reasons, decline, delay implementation of, or withdraw from, any Instruction given by you.

## Payments and Investments

- 5.6 You should be aware that:
  - 5.6.1 cash should only be held temporarily for the purpose of investment;
  - 5.6.2 un-invested cash does not attract interest;
  - 5.6.3 we require a minimum amount of £1,000 to be invested in each fund that the Client wishes to invest in;
  - 5.6.4 orders will be executed as soon as reasonably practicable after receipt by us of a valid Instruction and cleared funds - we shall not be liable for any loss suffered by the Client as a result of any delay in receiving valid Instructions/cleared funds;
  - 5.6.5 we can accept payment by: Cheque, direct credit and direct debit;
  - 5.6.6 it can take up to 5 Business Days for cheques to clear;
  - 5.6.7 where an electronic payment or cheque payment fails to clear, any Instruction connected with that payment may also fail - you may need to submit a new Instruction if the Client still wants that Instruction to proceed.

## Withdrawals

- 5.7 You should be aware that:
  - 5.7.1 for cash withdrawals, we will make payment to a Client's UK bank or building society only, and we may choose to return money only to the account used to make the original payment to us;
  - 5.7.2 in very small circumstances, we can make payments via CHAPS, however there is a fee for each CHAPS payment, which may be payable by the Client. Charges can vary from time to time;
  - 5.7.3 we will not make payment by cheque or to a third party;
  - 5.7.4 we require a minimum amount of £1,000 to remain invested in each fund that the Client wishes to invest in - if the value drops below this, we may require the Account to be closed;
  - 5.7.5 we reserve the right to seek additional confirmation directly from a Client if the payment/transfer out of the Account(s) exceeds a certain amount;
- 5.8 Any timescales provided are indicative only and are subject to us having received all relevant information. We shall not be liable for any losses, delays or costs that arise as a result of you or a Client providing incorrect or incomplete details.



## 6. Transfers to Connect

- 6.1 If a Client holds investments with another provider or platform, it may be possible to move them without having to sell them. This is known as Re-registration. We can only Re-register investments if this is offered by the existing provider and the investment and share class is available on Connect and eligible for Re-registration. The existing provider may charge the Client for Re-registration.
- 6.2 If a Client wishes to move their investments to Connect and the existing share class is not available on Connect, they may wish to switch the share class they are currently in to be able to move such investments to Connect. Alternatively they will have to sell their existing investments and make a transfer in cash.
- 6.3 A transfer to Connect can take up to 2 months to complete, depending on the previous provider's process. However, typically transfers will be processed in less than 30 days following receipt of all relevant documentation and information.

## 7. Adviser Fees

- 7.1 We may facilitate the payment of Adviser Fees through Connect. We may terminate any such arrangement at any time and we are not obliged to give you a reason for our decision.
- 7.2 The Adviser Firm must obtain the prior written agreement of the Client to the payment of Adviser Fees (and any other relevant fees). The Adviser Firm must also provide us with a copy of the signed Charges Information Document by uploading it to the Client's document library on Connect. No Adviser fees will be paid until we have received the signed Client's Charges Information Document.
- 7.3 The Adviser Firm must retain a copy of the Charges Information Document for at least 5 years following the termination of these Terms. We will be relying on the completeness and accuracy of the Charges Information Document and shall have no liability for acting in accordance with its terms. A new Charges Information Document will need to be executed in certain circumstances, including, without limitation, if the Adviser Firm's fees change, a new product is added, or if the Adviser Fees are to be paid to a new Adviser Firm.
- 7.4 Adviser Fees will be funded in line with the following hierarchy: cash held in the relevant Client's Account, sale of Investments in the Account to raise sufficient funds.
- 7.5 In the event that there are insufficient funds available to pay the Adviser Fees, you shall be responsible for collecting the Adviser Fees directly from the Client. In no circumstances shall we be responsible for making payment of outstanding Adviser Fees where there are insufficient amounts available in the relevant Client's Account to cover this.

- 7.6 Adviser Fees will be paid via BACS to the specified bank account on the Friday of each week (if weekly payment is selected) or the 25th of the month (if monthly payment is selected), unless such day is not a Business Day, in which case it shall be paid on the next Business Day. Note that payments are made via BACS and therefore will take up to three Business Days to clear.
- 7.7 An Adviser Firm is required to comply with the disclosure requirements of the FCA and where appropriate disclose the amount of fees or other income it will receive prior to the Client making their Investment. Disclosure must be made at the times and in the manner required by Applicable Law.
- 7.8 Where we facilitate the payment of Adviser Fees we act as the Adviser Firm's agent in doing so. The Adviser Firm accepts that the Client's liability for paying the Adviser Fee is discharged on receipt of these monies by us and that the Adviser Firm has no claim against our client money accounts.
- 7.9 Any underpayment in the amount of Adviser Fees may be rectified only if you give us written notice of the alleged error. Upon receiving such notice we shall use reasonable endeavours to rectify any error promptly.
- 7.10 Where the Adviser Firm owes us any sums (for whatever reason) we may, but are not obliged to, set off any sums owed to us against any Adviser Fees due.

### Repayment of Adviser Fees / cancellation of facilitation of Adviser Fees

- 7.11 We reserve the right to repay to a Client any amount for which the Adviser Firm is unable to provide evidence of written authority from the Client. The Adviser Firm will upon demand repay to us any amount deducted from a Client's Account in error, or where evidence of written authority from the Client is not provided.
- 7.12 If a Client exercises the right to cancel, or if a refund is made for any reason (such as an ISA being voided or a Client complaint), we may not facilitate the reimbursement of any Adviser Fees to such Client.
- 7.13 If a transaction is cancelled after an Adviser Fee has been paid to the Adviser Firm in respect of such transaction, we may require repayment of any Adviser Fee which has been paid.
- 7.14 Where we receive a request from a Client to terminate payment of Adviser Fees, any Adviser Fees will immediately cease to be calculated or accrue.
- 7.15 If there is any overpayment in the amount of Adviser Fees facilitated by us you must reimburse this to us within 3 Business Days after you or we become aware of the error, whichever is sooner.



- 7.16 We may in our discretion cease to facilitate payment of Adviser Fees at any time, and we do not need to provide a reason. In addition facilitation of Adviser Fees will cease if:
- 7.16.1 the Adviser Firm ceases to be authorised or exempt from authorisation under the Act;
  - 7.16.2 the Adviser Firm ceases to be an agent of the Client;
  - 7.16.3 the Adviser Firm is an individual and dies;
  - 7.16.4 the Client dies and we have received notice of the same;
  - 7.16.5 the Adviser Firm goes into liquidation or receivership or is subject to an administration order, enters into any arrangement with creditors, is unable to pay its debts, has its goods seized in execution, or (if it is an individual) is bankrupt;
  - 7.16.6 the Adviser Firm commits a material breach of these Terms or Applicable Law;
  - 7.16.7 the receipt of any such payments by the Adviser Firm would breach Applicable Law;
  - 7.16.8 we become aware that the contact details for a Client are no longer accurate (including where post has been returned to us unopened), provided that we will allow a period of no more than 60 days for you to provide up to date contact details.
- ## 8. Death of a Client
- 8.1 Following the death of a Client you will automatically be prevented from providing further instructions in respect of the Client's Account. Please see FAQ on death for further information regarding this.
- ## 9. Documentation
- 9.1 We may supply and accept documents through Connect, but we are not obliged to do so.
- 9.2 You must pass on any documents which are intended for a Client and vice versa. You must do this immediately and you must not alter the documents. You agree to access a Client's Account at least once per quarter in order to review the most recent statement.
- 9.3 You must not issue any advertisement, leaflet or other promotional material about us unless we have supplied it or we have given our prior written approval.
- 9.4 Unless specifically authorised by us, you must not affix your logo, brand name or corporate details to any document produced by us.
- 9.5 We shall have the right to inspect, or to request delivery to us of, any books, documents, software or hardware belonging to us or which relates to the Services which is in your possession.
- 9.6 The Adviser Firm agrees to:
- 9.6.1 deliver immediately, without amendment, any documents issued in hard copy, electronic format or made available through Connect, which is either supplied by us for the benefit of, or completion by, the Client, or provided by the Client in relation to the Investments, and to return any required documentation promptly to us. For the avoidance of doubt, the addition of the Adviser Firm's name and address shall not constitute an amendment;
  - 9.6.2 provide such written documentation in relation to an Investment or Service provided by us to a Client as is required by Applicable Law (including any guidance notes); and
  - 9.6.3 provide any other information to a Client or us which we may reasonably request.
- 9.7 We will endeavour to provide you with up to date Product Documentation, however you remain responsible for ensuring that you have the latest versions of the Product Documentation issued or approved by us for providing to Clients.
- 9.8 The Adviser Firm warrants that it shall not make any written or oral representations to Clients which materially differ to the information in the relevant Product Documentation.
- 9.9 Information obtained from us may only be used or reproduced for the bona fide purposes of your business, must be kept confidential except for those purposes, and is not the property of the Adviser Firm.
- 9.10 We may be under an obligation to send certain legal and regulatory documentation directly to the Client. We reserve the right to send such documentation directly to the Client along with other documentation, which we consider necessary or appropriate to send in order to comply with our obligations under the Applicable Law.
- 9.11 The Adviser Firm is required to provide to us, at least annually, such data and information as we may reasonably request, for us to review the Investments and check that:
- (i) they remain consistent with the needs, characteristics and objectives of the target market defined by Premier Miton;
  - (ii) the intended distribution strategy remains appropriate;
  - (iii) the Investments are being distributed to the target market; and



- (iv) the Investments are not being distributed to end Clients for whose needs, characteristics and objectives the Investments are not compatible.

9.12 We may at any time communicate directly with Clients.

## 10. Financial Crime

10.1 You are responsible as agent of the Client for obtaining, preserving and recording evidence of the identity of your Client and all relevant parties associated with a transaction. You must keep this evidence for a minimum period of 5 years after the relationship with your Client ends.

10.2 You must verify the identity of Clients and associated parties in accordance with:

10.2.1 the requirements of the FCA and any other applicable regulator;

10.2.2 the applicable UK anti-money laundering and counter-terrorist financing legislation;

10.2.3 the recommendations of the Joint Money Laundering Steering Group;

10.2.4 any Anti-Money Laundering Requirements.

10.3 You must save a certified copy of a Client's relevant identity records to the Client's document library on Connect and sent it to us as part of the investment journey.

10.4 You agree to notify us immediately if you fail to verify the identity of your Client and/or such verification does not meet our requirements.

10.5 The Adviser Firm acknowledges that we must comply with our obligations under the Anti-Money Laundering Requirements before any Instructions in relation to such Client can be carried out. The Adviser Firm acknowledges that we may request evidence of any identification documents obtained by the Adviser Firm at any time during the five years after any Business is conducted for or on behalf of the Client. The Adviser Firm agrees to provide any such evidence to us as we may require from time to time.

10.6 We may return or cancel an Investment if there is a delay or failure to provide the necessary information to enable us to confirm your compliance with the Anti-Money Laundering Requirements.

10.7 We shall not be liable for any loss suffered by a Client as a result of the Adviser Firm's failure to provide, or delay in providing, any documentation or any other information required under these Terms or Anti-Money Laundering Requirements.

10.8 We also reserve the right to carry out verification checks against the Adviser Firm from time to time.

10.9 You must at all times act in compliance with all Applicable Law and regulations relating to:

10.9.1 the prevention of the facilitation of tax evasion, including but not limited to the Criminal Finances Act 2017; and

10.9.2 anti-bribery and corruption, including, without limitation, the Bribery Act 2010

and you shall have and maintain such policies and procedures as are necessary to ensure compliance therewith.





## 11. Indemnities

11.1 The Adviser Firm agrees to indemnify the Premier Miton Group and keep the Premier Miton Group indemnified against any loss, claims, payments, fines, penalties or liabilities ("Losses") suffered or incurred by the Premier Miton Group arising from the Adviser Firm, any employees, directors, officers or agents or a User to whom the Adviser Firm has granted access:

- 11.1.1 failing to comply with the Applicable Law;
- 11.1.2 failing to perform a suitability assessment in respect of each Client in accordance with these Terms and the FCA Rules;
- 11.1.3 failing to carry out customer due diligence to the standard required by the Anti-Money Laundering Requirements;
- 11.1.4 breaching these Terms, including warranties set out herein;
- 11.1.5 infringing the Premier Miton Group's intellectual property rights;
- 11.1.6 providing an inaccurate statement or Instruction or incomplete or inaccurate information, including Client verification documents, or failure to update information previously supplied to us;
- 11.1.7 instructing any transaction in an Investment (including any failure to settle any transaction or delay in doing so) which we undertake in good faith in accordance with such Instruction;
- 11.1.8 misleading or inaccurate statements made to a Client concerning the Premier Miton Group and/or an Investment;
- 11.1.9 infringing a third party's intellectual property rights;
- 11.1.10 misusing our online services;
- 11.1.11 breaching any data protection laws; and
- 11.1.12 acting negligently or fraudulently or with wilful default, including any claim made by a Client or third party arising out of or in connection with such negligence, fraud or wilful default

except where such Losses are directly caused by the negligence, fraud or wilful default of us.

11.2 The Adviser Firm also agrees to indemnify the Premier Miton Group in respect of any claim made by a Client arising out of or in connection with any fraudulent instruction given or passed on to us by or on behalf of the Adviser Firm, or purporting to come from or on behalf of the Adviser Firm.

11.3 The Premier Miton Group shall only be liable to the Adviser Firm for loss suffered by the Adviser Firm arising directly as a result of the negligence, fraud or wilful default of us. Premier Miton shall not be liable for special, indirect or consequential damages or loss of profit, customers, goodwill, reputation or contracts on the part of the Adviser Firm or any Client. The Premier Miton Group is not responsible for the accuracy of information obtained from it by the Adviser Firm other the Product Documentation.

11.4 We shall not be liable for any loss suffered or incurred by an Adviser Firm as a result of you granting access to a User.

11.5 The Adviser Firm is required to have in place such level of professional indemnity insurance as shall be necessary to comply with the requirements of Applicable Law.

11.6 Nothing in these Terms shall exclude or limit any liability of either Party for any matter that it would be illegal or in breach of law for that Party to exclude or limit, or to attempt to exclude or limit.

## 12. Data Protection

### Client Data

12.1 The Adviser Firm confirms that it is registered as a data controller under the Data Protection Legislation and will ensure that its registration details include all persons, purposes and other particulars required to be registered under the Data Protection Legislation in connection with these Terms. The Adviser Firm shall act as an independent controller and not as a joint controller with, or processor for, the Premier Miton Group.

12.2 The Adviser Firm and each User to whom the Adviser Firm grants access must comply with its obligations under Data Protection Legislation and only process personal data in a way which ensures appropriate security of such data, including preventing unauthorised or unlawful processing and accidental loss, destruction or damage.

12.3 Without limitation to the above, in relation to any personal data that you provide to us, you must ensure that you have:

- 12.3.1 an appropriate lawful basis, including appropriate consent as required by Data Protection Legislation;



- 12.3.2 provided all necessary privacy information;
- in each case to transfer the personal data to us and enable us to lawfully process the personal data.
- 12.4 You must immediately notify us if you become aware that any data subject objects or (where applicable) has withdrawn consent to their personal data being processed by us or disclosed by us to you.
- 12.5 You must keep records evidencing compliance with the requirements of the Data Protection Legislation, and provide these to us upon our request.
- 12.6 You must notify us promptly if you receive a complaint, claim or other communication which relates to actual or alleged non-compliance with Data Protection Legislation or become aware of an actual or suspected security incident with respect to any personal data.
- 12.7 All notifications regarding personal data must be made in writing to: Data Protection Officer at Premier Fund Managers Limited, Eastgate Court, High Street, Guildford, Surrey, GU1 3DE.
- 12.8 You must provide such assistance and cooperation as we reasonably request in connection therewith.
- Adviser Data**
- 12.9 We collect and process personal data from Adviser Firms, their employees and any Users to whom they have granted access for a number of different purposes including:
- 12.9.1 the provisions of the Services described in these Terms;
- 12.9.2 to report tax related information to tax authorities in order to comply with a legal obligation;
- 12.9.3 to monitor and record calls and electronic communications for (i) processing and verification of Instructions, (ii) investigation and fraud prevention purposes, (iii) for crime detection, prevention, investigation and prosecution, (iv) to enforce or defend the Premier Miton Group itself or through third parties to whom it delegates such responsibilities or rights in order to comply with any legal obligation imposed on the Premier Miton Group, (v) to pursue the Premier Miton Group's legitimate interests in relation to such matters or (vi) where the processing is in the public interest;
- 12.9.4 to disclose information to other third parties such as service providers of the Premier Miton Group, auditors, regulatory authorities and technology providers in order to comply with any legal obligation imposed on us or in order to pursue the legitimate interests of the Premier Miton Group;
- 12.9.5 to monitor and record calls for quality, business analysis, training and related purposes in order to pursue the legitimate interests of the Premier Miton Group, and to improve service delivery;
- 12.9.6 to update and maintain records and fee calculations;
- 12.9.7 to comply with our obligations under Applicable Law, such as to combat money laundering, terrorist financing, bribery, corruption and tax evasion;
- 12.9.8 as is necessary to comply with Premier Miton Group's legal obligations and/or which are necessary for the Premier Miton Group's legitimate interests indicated above and/or where the processing is in the public interest.
- 12.10 Where the Adviser Firm is an individual, they have the following rights, in certain circumstances, in relation to their personal data:
- 12.10.1 right to access personal information.
- 12.10.2 right to rectify personal information.
- 12.10.3 right to restrict the use of personal information (in certain specific circumstances).
- 12.10.4 right to request that personal information is erased (in certain specific circumstances).
- 12.10.5 right to object to processing of personal information (in certain specific circumstances).
- 12.10.6 right to data portability (in certain specific circumstances).
- 12.10.7 They also have the right to lodge a complaint with the UK Information Commissioner's Office if they consider that the processing of personal data relating to them carried out by the Premier Miton Group or its service providers infringes the Data Protection Legislation.
- 12.11 The Premier Miton Group will retain personal data information for as long as required for it or its third party agents and contractors to perform the Services contemplated by these Terms or perform investigations in relation to same depending or such period as required by Applicable Law.



- 12.12** The Premier Miton Group may transfer information, including personal data, to other companies in the Premier Miton Group and to third party agents and contractors of such companies for any of the above purposes. The disclosure of personal information to the third parties set out above may involve the transfer of data to the USA, the European Economic Area and other jurisdictions outside the UK in accordance with the requirements of the Data Protection Legislation. Such countries may not have the same data protection laws as the UK.
- 12.13** Where personal data is transferred outside the UK, Premier Miton will ensure that it is protected in a manner that is consistent with how such personal data would be protected in the UK and that all transfers of personal data outside the UK are done lawfully. This can be done in a number of ways, for instance, under an agreement which covers the EU requirements for the transfer of personal data outside the UK, such as the European Commission approved standard contractual clauses.
- 12.14** Other than as noted above, the Premier Miton Group will not provide any other third party with any information about the Adviser Firm unless the Adviser Firm has given its consent or the Premier Miton Group is required to do so by Applicable Law.
- 12.15** Further information on how the Premier Miton Group looks after personal data can be found on the Premier Miton Group website, premiermiton.com. If you have any concerns please write to: Data Protection Officer at Premier Fund Managers Limited, Eastgate Court, High Street, Guildford, Surrey, GU1 3DE.

## 13. Variation

- 13.1** We reserve the right to vary these Terms subject to one month's notice being given to you in writing, by electronic mail or by a notice placed on the Premier Miton Sites. We may vary these Terms on less than one month's notice in circumstances where changes in the rules of a relevant regulatory authority are required to take effect earlier than one month's notice would allow. In this case, as much notice will be given to you as is reasonably possible. The Adviser Firm and each User to whom the Adviser Firm has granted access will be deemed to have accepted the revised terms by continuing to deal with us.
- 13.2** You may not sub-contract or transfer any of its rights and obligations under these Terms unless we have given prior written consent.
- 13.3** We may assign our rights and obligations under these Terms to any associated company on notice to you (including by a notice placed on the Premier Miton Sites).

## 14. Termination

- 14.1** Either party can terminate these Terms and/or User's access to Connect upon 30 days' notice in writing.
- 14.2** We may terminate these Terms immediately and without notice, and with no further obligation to you if you, any employee, director or agent or User to whom you have granted access:
- 14.2.1** commits a material breach of these Terms;
  - 14.2.2** commits a material breach of the FCA rules or Applicable Law;
  - 14.2.3** you are a corporate entity and:
    - 14.2.3.1** a petition is presented against you or your assets for the appointment of an administrator;
    - 14.2.3.2** you have a liquidator, receiver, administrator or administrative receiver or similar officer appointed with respect to you or your assets;
    - 14.2.3.3** a winding-up petition is presented against you, or a resolution is passed for your winding-up;
    - 14.2.3.4** you suspend payment of your debts or are deemed unable to pay your debts within the meaning of the Insolvency Act ;
    - 14.2.3.5** any procedure or step analogous or comparable with any of the above is taken in any jurisdiction.
  - 14.2.4** you are an individual and:
    - 14.2.4.1** you become bankrupt or die;
    - 14.2.4.2** you enter into an arrangement with your creditors;
  - 14.2.5** your authorisation is cancelled, suspended or withdrawn, or your permissions altered or restricted or made subject to any condition which limits or prohibits you lawfully from conducting business with us;
  - 14.2.6** you act, or omit to act, in a way which is in our opinion unprofessional; or
  - 14.2.7** you commit any offence involving fraud or dishonesty.



- 14.3** Following termination of these Terms for any reason:
- 14.3.1** we will no longer facilitate the payment of Adviser Fees but any Adviser Fees which we are currently holding on your behalf will be payable to you in accordance with these Terms, save where it would not be lawful for us to pay them to you or an Insolvency Event has occurred;
  - 14.3.2** we will no longer send or release any Client-related information to you;
  - 14.3.3** we will withdraw access to Connect with immediate effect;
  - 14.3.4** you must return all records and documents belonging to us and in your possession, custody or control immediately upon request;
  - 14.3.5** your licence to hold or use Intellectual Property of ours will cease;
  - 14.3.6** you will remain liable for all accrued liabilities and repayment of any Adviser Fees which are due.
- 14.4** Termination of these Terms will be without prejudice to the completion of the transactions already initiated. All duties in respect of non-disclosure, repayment of Adviser Fees, data protection, confidentiality, disclaimers, indemnities and exclusions shall survive termination of these Terms.

## 15. Notices

- 15.1** Any notice given under these Terms shall be deemed to have been duly given:
- 15.1.1** if being given by you to us, it is sent by first class post or electronic mail to the address or e-mail address as set out below:
 

Premier Fund Managers Limited,  
Connect  
Eastgate Court, High Street, Guildford,  
Surrey GU1 3DE

Email: [investorservices@premiermiton.com](mailto:investorservices@premiermiton.com);
  - 15.1.2** if being given by us to you, it is sent by first class post or electronic mail to the last postal address or e-mail address notified to us.
- 15.2** Any notice delivered by post shall be deemed to be delivered 3 Business Days after being posted, providing it was properly addressed, stamped and posted.
- 15.3** Any variation of the Terms shall be effective if notice thereof is given on the Premier Miton Sites.

## 16. General

- 16.1** These Terms cannot be enforced by someone who is not a party to these Terms.
- 16.2** These Terms are not assignable or transferable. If you change your business in such a way that it results in the transfer of all or part of your business to a different legal entity, we will require that entity to apply to use Connect.
- 16.3** These Terms are subject to the laws of England and Wales and you agree that the courts of England and Wales shall have exclusive jurisdiction.
- 16.4** If any provision of these Terms conflicts with any provisions of the User Guide, these Terms shall prevail.
- 16.5** We reserve the right to make a charge to cover any administrative costs where you ask us to carry out work which is not covered by our normal administrative processes.
- 16.6** If you make an error which requires correction which has cost implications for either us or your Client, we reserve the right to make a charge to cover the cost of ensuring that the Client is not disadvantaged by your error, and that our administrative costs are met.
- 16.7** We have established procedures in accordance with FCA Rules for the effective consideration of complaints. A copy of the Premier Miton Group's Complaints Management Policy & Procedure is available on the Premier Miton Sites and will otherwise be provided in accordance with the FCA Rules. If you wish to make a complaint in respect of the Services provided by us, you should in the first instance write to the Head of Connect, who is responsible for the complaints procedure, at the address given in section 15, or telephone: 0333 456 1122, or email: [investorservices@premiermiton.com](mailto:investorservices@premiermiton.com). In addition, you may have the right to complain to the Financial Ombudsman Service.
- 16.8** The Adviser Firm shall be responsible for handling all complaints from a Client relating to its sales and advisory activities involving Investments and shall notify us as soon as practicable of such complaint(s). If a Client makes a complaint in connection with Investment, documentation relating to an Investment or transactions carried out by us, the Adviser Firm shall notify us immediately and shall provide the Client with details of the person to whom the Client should address the complaint, and shall inform the Client of any right of redress including (if applicable) the right to refer the matter to the Financial Ombudsman Service.



- 16.9 The ODR platform (<http://ec.europa.eu/consumers/odr/>) is available to those natural persons residing in a member state of the European Union and who use the Services. The Financial Ombudsman Service is the provider of alternative dispute resolution services for financial services in the United Kingdom.
- 16.10 If any part of these Terms is found to be illegal, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 16.11 A failure or delay by either Party to enforce any right under these Terms is not an implied waiver of the same or of any other right in the future. All of the terms and conditions relating to the Services are contained in these Terms and any other instruction or direction for use supplied by us to you via the Service or otherwise. Oral communications that you have with us shall not become part of the Terms unless we confirm them to you in writing.



## Terms we use:

**Account** means a Client's account with Connect, being either an Investment Account, joint Investment Account or ISA, in which the Client's Investments are held.

**Act** means The Financial Services and Markets Act 2000 as amended by the Financial Services Act 2012 and any subsequent legislation.

**Adviser Fee** means a payment to be made by a Client in accordance with a fee based remuneration agreement between the Adviser Firm and Client. This can include an initial fee and on-going fees.

**Adviser Firm** means an individual, partnership or company including an Appointed Representative carrying out business and which is independent of the Premier Miton Group and which is authorised and regulated by the FCA.

**Anti-Money Laundering Requirements** means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, the Terrorism Act 2000 and any relevant anti-money laundering legislation, regulations or guidance note, in each case as amended from time to time.

**Applicable Law** means all applicable laws, regulations, guidance or codes of conduct which are relevant to the performance by the Adviser Firm and us of our respective obligations under these Terms, including without limitation, the Act, the FCA's Handbook of Rules and Guidance (in particular the Conduct of Business Sourcebook, or 'COBS', and the Client Asset Sourcebook, or 'CASS'), the Data Protection Legislation, the UK Bribery Act 2010, the Anti-Money Laundering Requirements, the International Tax Compliance (United States of America) Regulations 2013, and the HMRC Guidance thereon and the intergovernmental agreement between the UK and the US relating thereto ("FATCA"), the International Tax Compliance Regulations 2015 which implement in the UK the OECD's common reporting standards (the "CRS"), the Modern Slavery Act 2015, the Criminal Finances Act 2017 and MIFID, in each case as amended from time to time.

**Business** means the act of engaging in designated investment business as defined by the FCA.

**Business Day** means a day on which banks are open for business in London.

**Charges Information Document** means the form signed by the Client setting out the agreed Financial Adviser Fees.

**Client** a client of the Adviser Firm on whose behalf Business is carried out on Connect.

**Client Terms and Conditions** means the terms and conditions for use by Clients in connection with Connect.

**Connect** means the online investment service provided by us, including the provision of transaction and administration facilities, used by Users and Adviser Firms to view and administer their Clients' Investments.

**Data Protection Legislation** means (i) the General Data Protection Regulation EU 2016/679 as it applies in the UK from time to time including as retained, re-enacted or otherwise given effect on or after 11 pm on 31 December 2020; (ii) and the Data Protection Act 2018, as amended from time to time and (iii) the Keeling Schedule and any code, regulation or guidance relating to (i) and/or (ii) as it applies in the UK from time to time.

**FCA or Financial Conduct Authority** means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN, or any successor regulator.

**FCA Rules** means the rules and guidance contained in the Handbook issued by the FCA.

**Financial Adviser** means a financial adviser authorised and regulated by the FCA.

**Funds** means the various authorised funds distributed through Connect and for whom PPM is authorised corporate director or manager.

**Investment Account** means an investment account available through Connect, that lets a Client invest in Investments outside of an ISA.

**Insolvency** has the meaning given to it in the Insolvency Act 1986, or in the case of an individual, the individual becomes bankrupt or enters into an arrangement with its creditors.

**Instruction(s)** means any order submitted online via Connect including without limitation an order to transfer cash to or from an Account, or to purchase or redeem Investments.

**Investment(s)** means the funds held in a Client's Account.

**ISA** means an individual savings account established in accordance with the ISA Regulations.

**ISA Regulations** means the Individual Savings Account Regulations 1998, as amended.

**KIID** means the key investor information document relating to the fund in which your Client intends to invest.

**MIFID** means the Market in Financial Instruments Directive EU 39/2004, the Market in Financial Instruments Directive II EU 65/2014 and MIFIR, as they apply in the UK from time to time and shall also include where relevant all related technical standards which have been published in the Official Journal of the European Union, to the extent they are in force in the UK from time to time.

**MIFIR** includes the Market in Financial Instruments Regulation EU 600/2014 as it applies in the UK from time to time including as retained, re-enacted or otherwise given effect on or after 11 pm on 31 December 2020 and shall also include where relevant all related technical standards which have been published in the Official Journal of the European Union, to the extent they are in force in the UK from time to time.

**PFM, we, our, us** means Premier Fund Managers Limited of Eastgate Court, High Street, Guildford, Surrey GU1 3DE, authorised and regulated by the Financial Conduct Authority under registration number 143097 and registered in England with number 2274227.



PPM means Premier Portfolio Managers Limited of Eastgate Court, High Street, Guildford, Surrey GU1 3DE, authorised and regulated by the Financial Conduct Authority under registration number 122067 and registered in England with number 1235867.

Premier Miton Group means the group of companies which are subsidiaries of Premier Miton Group plc including PPM and PFM.



Premier Miton Sites means Premier Miton Group website [www.premiermiton.com](http://www.premiermiton.com) and/or <https://www.premiermiton.com/connect/>.

Product Documentation means the relevant Prospectus, KIID, SID and the Charges Information Document for the fund in which your Client wishes to invest, together with the Client Terms and Conditions.

Prospectus means the prospectus of the fund in which your Client intends to invest.

Services means the direct investment in funds and ancillary transactions, reporting and administration services (including Custody Services) provided by us through Connect.

SID means the supplementary information document relating to the fund in which your Client intends to invest, together with the supplementary information document relating to the Connect Services.

Terms these terms of business which form an agreement between us and the Adviser Firm and us and each User, as amended from time to time.

User means any natural or legal person nominated by the Adviser Firm to have access rights on its behalf to Connect and any Services offered by us from time to time.

User Guide means the user guide for Adviser Firms and Users which is available on request.

#### Interpretation:

- a) any other words or phrases used which are defined in the FCA Rules shall have the same meanings in these Terms unless the context requires otherwise;
- b) references to statutory provisions, regulations, notices or the FCA Rules shall include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time;
- c) references to laws, legislation, Acts of Parliament or other statutory provisions are, for the avoidance of doubt, references to United Kingdom legislation, Acts of Parliament and statutes;
- d) words in headings are for information only and shall not affect the construction of this Agreement;
- e) references to "person" shall be construed as including any natural or legal person;
- f) any words following the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- g) references to the singular include the plural and vice versa.





## How to contact us:

Premier Fund Managers Limited, Connect,  
Eastgate Court, High Street, Guildford, Surrey, GU1 3DE,

0333 456 1122

[investorservices@premiermiton.com](mailto:investorservices@premiermiton.com)

For your protection, calls may be monitored and recorded for training and quality assurance purposes. You can order all our publications in large print, Braille or audio format.

Issued by Premier Miton Investors. Premier Portfolio Managers Limited is registered in England no. 01235867. Premier Fund Managers Limited is registered in England no. 02274227. Both companies are authorised and regulated by the Financial Conduct Authority and are members of the 'Premier Miton Investors' marketing group and subsidiaries of Premier Miton Group plc (registered in England no. 06306664). Registered office: Eastgate Court, High Street, Guildford, Surrey GU1 3DE.

003325-280521

