

# THE C&P SIPP

(Self Invested Personal Pension)

2020 / 2021

## Adviser Agreement Form



CORPORATE AND PROFESSIONAL  
PENSIONS LIMITED

Unit 23, 15 Jubilee Close, Weymouth, Dorset DT4 7BS

Tel: 01305 898433

Email: [info@candpsipp.co.uk](mailto:info@candpsipp.co.uk)

Web: [www.candpsipp.co.uk](http://www.candpsipp.co.uk)

Registered in England No 2810635

Authorised and regulated by the Financial Conduct Authority

## 1. Introduction

This document sets out a summary of the terms upon which The C&P SIPP accepts business from an Adviser who has registered with us.

## 2. Our Commitment

Our commitment to you is as follows:-

We will

- Maintain a transparent charging structure
- Provide a flexible product
- Give value for money
- Always deal with you and your client with integrity
- Provide you and your client with a quality service
- Not encroach our service levels
- Not encroach on your relationship as Adviser to the client
- Pay you remuneration on time

## 3. Scope

You are the agent of the client in relation to all aspects of business you introduce to The C&P SIPP, you are not an agent of The C&P SIPP.

You may not collect contributions or pension transfers (unless you are simply passing us a cheque) nor issue receipts for such items on our behalf.

We reserve the right not to accept business from you and you agree to indemnify us against any loss sustained arising from business you have introduced beyond your authorisation.

## 4. Registration

Advisers must register with The C&P SIPP before business can be placed with us. We reserve the right to conduct certain security checks to verify the information you have provided.

We reserve the right to cancel the registration of you or your firm at our absolute discretion.

## 5. Verification of Investor's Identity

You agree that, in all cases, you will comply with the guidelines and rules as set out by the following;

- European Council Directives
- Money Laundering Steering Group
- Financial Conduct Authority (FCA)

In all cases you must provide The C&P SIPP with the appropriate money laundering certification in a format requested by The C&P SIPP.

## 6. Your responsibilities

You will comply with the rules as laid down by the FCA at all times.

The C & P SIPP is a regulated product and Corporate & Professional Pensions Ltd is authorised and regulated by the Financial Conduct Authority.

You must advise us immediately if you change jobs or cease to be authorised by the FCA.

You will be responsible for initiating and co-ordinating the processing of all pension transfers from other providers and we cannot be held responsible for any delays in the receipt of such transfers.

You should seek guidance from The C&P SIPP if you are unsure as to whether an investment you may wish to purchase, on behalf of a client, is permitted by Inland Revenue rules. In all cases our decision in respect of permitted investments will be final.

You will ensure that sufficient liquidity is maintained within each SIPP to pay Adviser Remuneration, benefits and fees.

All matters pertaining to advice to the client in accordance with FCA rules are your responsibility and for the avoidance of doubt The C&P SIPP cannot provide advice to you or your clients in relation to;

- The suitability, or otherwise, of a SIPP
- The level of contributions to pay
- Whether to transfer existing pension benefits into a SIPP
- Which investments to buy/sell
- Whether to buy an annuity or elect for income withdrawal
- Tax or any other financial services related matters

Whilst clients will be allocated to you individually as an Adviser, the ultimate ownership of any client rests with your firm. You must notify us immediately if you change jobs. All of your clients will then be allocated to another Adviser within the firm. Attempts to access information from The C&P SIPP after you have changed jobs will be treated as a serious breach of confidentiality.

You may of course register as an Adviser under your new firm however you will need to obtain a letter of authority from the client to transfer the agency of that client.

## 7. Communication

We will communicate with you, the Adviser, by post, email or telephone.

In situations where we have to contact the client then we will do so by post, email or telephone, whichever method is deemed the most suitable at our sole discretion.

When contacting the client we will always endeavour, wherever possible, to ensure that you receive a copy of any written correspondence.

## 8. Data Protection

You must always ensure that you have client authority to pass their personal details to us. Once received by us, this will be dealt with in accordance with the provisions of the Data Protection Act 1998 or successor legislation. The C&P SIPP is registered as a data

controller for the purposes of processing personal data under the act.

9. Investments

Depending upon the investment option chosen your authority and responsibility as an Adviser to a SIPP administered by Corporate & Professional Pensions Ltd will vary.

10. Adviser Remuneration

The C&P SIPP offers a variety of comprehensive and flexible Adviser Remuneration options, as follows:-

Initial

You can express your initial Adviser Remuneration as a fixed amount (£) per SIPP or a percentage of the funds received (up to a maximum of 3%) plus VAT, if applicable, or a combination of both.

Renewal

You can express your renewal Adviser Remuneration as a fixed amount per annum or as a percentage of the fund value, plus VAT, if applicable. In cases where the Adviser Remuneration is a percentage of the fund, it will be calculated using fund values issued on the annual statement.

One off payments

You can also submit one off invoices for payment from your client's SIPP and these will be paid in line with payment of Initial Adviser Remuneration.

Payment

Please note the following:-

- All payments will be made by cheque or BACS.
• It is your responsibility to ensure that there is sufficient liquidity within a SIPP to pay Adviser Remuneration.
• Adviser Remuneration may be amended by the client at any time, subject to receipt of written confirmation from the client.
• We reserve the right to stop paying Adviser Remuneration if you cease to be authorised.
• Nomination or variation for payment of Adviser Remuneration must be in writing and signed by an authorised individual on behalf of your firm. We reserve the right to delay or cancel payment if, in our sole opinion, the security of such payments has been compromised in any way.

Re-imbusement

You agree to indemnify us against all and any claims from clients in respect of your Adviser Remuneration. You agree, upon written request by us, to return promptly (within 10 working days) any Adviser Remuneration inadvertently or incorrectly paid.

VAT

You can arrange for Adviser Remuneration to be paid with or without VAT. We cannot make payment until an original invoice is received. Please note that delays in receipt of invoices may cause delays in payment. We cannot give any advice as to whether or not you should add VAT to your Adviser Remuneration.

All Adviser Remuneration is made on the strict understanding that there will be no rebates, directly or

indirectly related to this payment, of any form by the Adviser (or the Adviser's firm) to the member or a party in any way connected with the member. Failure to adhere to this requirement will jeopardise the tax exempt approved status of the SIPP.

11. Miscellaneous

You must notify us immediately of any changes in the status of your business, including;

- FCA registration
• Dissolution or partnership split
• Your business becomes insolvent
• Appointment of a Receiver in Bankruptcy
• Appointment of a Receiver or Liquidator

All such notification must be given in writing to: Corporate & Professional Pensions Limited Unit 23, 15 Jubilee Close Weymouth Dorset DT4 7BS

12. Applicable law

This document shall be governed by English law.

I / We hereby acknowledge receipt of the Terms of Business Letter and confirm acceptance of the conditions therein.

Signed for and on behalf of

Position held

Company Name

Company Address

Date