

Terms of business for intermediaries



These terms of business set out the conditions under which Cater Allen Limited (referred to hereafter as we/us/our) accepts deposit business ('**Business**') from an intermediary.

The '**intermediary**' or '**you**' means any person introducing Business to us.

1. The relationship

- 1.1 The intermediary agrees to act in accordance with these terms by:
 - 1.1.1 submitting the intermediary agency application form to us, or
 - 1.1.2 submitting Business to us.
 - 1.2 We'll only accept Business that was submitted in accordance with the terms.
 - 1.3 Notwithstanding clause 1.2, we reserve the right, at our sole discretion, to refuse all or any Business from an intermediary and we're not required to give a reason for doing so.
 - 1.4 The intermediary is presumed to act on behalf of its client (the '**client**') when introducing Business to us and throughout the duration of the intermediary's relationship with us as governed by these terms unless and until such time as we're advised otherwise.
 - 1.5 We may introduce certain simplified processes. We reserve the right to withdraw such processes or exclude the intermediary from them at any time for any reason.
 - 1.6 We and the intermediary (if the intermediary is authorised and/or regulated by the Financial Conduct Authority ('**FCA**')) acknowledge that, in relation to Principle 12 and the FCA's rules and guidance in PRIN 2A of the FCA Handbook (the '**Consumer Duty**'):
 - 1.6.1 we're a manufacturer, and
 - 1.6.2 the intermediary is a distributor,of the accounts and services provided to Clients as part of the Business.
- 2.1.4 shall perform its obligations with reasonable diligence, skill and care and shall ensure that its employees have appropriate levels of qualification and experience,
 - 2.1.5 shall not present, and has not presented, itself to Clients, at any time, as authorised to act, or otherwise able to make, binding commitments on our behalf, and
 - 2.1.6 shall not otherwise act in any way which is prejudicial to our brand or image.
 - 2.2 The intermediary agrees to inform us immediately in writing in the event that:
 - 2.2.1 it ceases to act on behalf of its Client,
 - 2.2.2 any of its authorisations, registrations or permissions needed to conduct all or part of its business lawfully aren't current or are believed to be in jeopardy or withdrawn,
 - 2.2.3 there's a material change to its business, activities, officers (including director, company secretary or similar officers) or authorised signatories or the ownership or control of the intermediary (including its shareholders or partners),
 - 2.2.4 the intermediary or any person referred to in clause 2.2.3 becomes located in a jurisdiction which is subject to a sanctions regime, or
 - 2.2.5 it commits a material breach of any relevant laws or regulations.
 - 2.3 The intermediary undertakes:
 - 2.3.1 to have a range of metrics which clearly demonstrates that the intermediary is compliant with all undertakings required by the FCA, if applicable,
 - 2.3.2 to act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Business is suitable for its Client in cases where the intermediary advises on the Business,
 - 2.3.3 that it will give its best endeavours to provide information to us which is true and complete in all material respects. The intermediary will advise us as soon as it is aware that such information is or becomes untrue or incomplete, and
 - 2.3.4 to meet all of its obligations and responsibilities set out under the FCA's Guidance for Fair Treatment of Vulnerable Customers (if applicable) or under its own equivalent policies and procedures for dealing with vulnerable customers.

2. Obligations of the intermediary

- 2.1 The intermediary warrants and represents that it:
 - 2.1.1 has the power and authority to enter into these terms and to perform its obligations,
 - 2.1.2 holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring Business to us,
 - 2.1.3 otherwise conducts its business in accordance with the requirements of all relevant laws and regulations,

- 2.4 The intermediary agrees to comply with its obligations under the Consumer Duty (if applicable). Notwithstanding any provisions of these terms of business, the intermediary acknowledges that we're not responsible for its compliance with its obligations under the Consumer Duty.
- 2.5 Where the intermediary is authorised under the Client's account mandate to access and/or give instructions in relation to one or more of the Client's accounts, the intermediary agrees:
 - 2.5.1 to act only in accordance with the Client's instructions in relation to such accounts, and
 - 2.5.2 to review regularly the permissions and access to Client accounts granted to its employees and to inform us immediately when any employee's access to an account should cease. For example, if an employee leaves the intermediary.
- 2.6 The intermediary acknowledges that we don't charge fees to the intermediary or its Clients to open an account with us. Where the intermediary charges any fees to Clients it introduces to us, the intermediary shall ensure that it informs customers that such fees:
 - 2.6.1 relate solely to the services provided by the intermediary to its Clients,
 - 2.6.2 don't relate to any fees or charges imposed by us on either the intermediary or its Clients, and
 - 2.6.3 are separate to any fees which we may charge Clients under the terms and conditions of any account or service which we provide.

3. Accounts and services

- 3.1 You acknowledge that any accounts or service we provide to Clients will be subject to separate terms and conditions between us and the Client, except where you act on behalf of the Client.
- 3.2 We agree to provide the intermediary, on request, with the following information about any of the accounts and services we offer to Clients,
 - 3.2.1 any onboarding documentation which needs to be completed by a Client for the relevant product or any product information we've prepared for Clients which you reasonably require,
 - 3.2.2 the characteristics of the product,
 - 3.2.3 the target market for the product,
 - 3.2.4 the distribution strategy for the product, and
 - 3.2.5 details of the value we consider the product provides to Clients.
- 3.3 The intermediary agrees that it will only market our products to Clients who form part of the target market and in a manner which is consistent with our distribution strategy.
- 3.4 The intermediary agrees that it will provide us, on request, with:
 - 3.4.1 any information we reasonably request about how you have distributed our products to Clients, and
 - 3.4.2 the results of any reviews you have completed in relation to the distribution of our products to Clients.

- 3.5 If the intermediary identifies any issues with our products or any actions we've taken or omissions we've made which, in the intermediary's opinion acting reasonably, don't comply with the Consumer Duty, the intermediary (if authorised and/or regulated by the FCA) agrees:
 - 3.5.1 to raise these issues promptly with us before taking any action itself, and
 - 3.5.2 to implement, where appropriate to the issue and reasonably practicable, a coordinated strategy for resolving any such issues.

4. Documentation

- 4.1 The intermediary must retain and pass on immediately to us, on request and without amendment, any documentation which is either:
 - 4.1.1 supplied by us for the benefit of, or for completion by, the Client in relation to the Business, or
 - 4.1.2 provided by the Client in relation to the Business, including documentation provided pursuant to the agreement under clause 6.5.
- 4.2 The intermediary shall advise us of all material facts known by or divulged to the intermediary in relation to the Business undertaken or to be undertaken with us.
- 4.3 Other than by using the standard material supplied by us for this purpose, the intermediary must not publish, circulate, issue or release any advertisement or literature relating to our business or make use of our name or logo or that of any of its subsidiaries or affiliates or associated companies within the Santander Group of companies without prior written authorisation by an officer of ours.
- 4.4 The intermediary shall not sign or amend any documents or policies on our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind us or any employee or director of ours and neither shall the intermediary hold itself out as having authority to make any such representation.
- 4.5 Where we deem necessary, the intermediary shall provide such additional information about itself and/or the Client as we may request in writing.

5. Payments

- 5.1 Unless we have otherwise agreed in writing, we don't undertake to make any payments to intermediaries for introducing Business to us.
- 5.2 If we agree to make any payments to an intermediary for introducing Business to us, that intermediary shall obtain or shall ensure that it has obtained informed consent from its clients to such payment.

6. Money laundering

- 6.1 If the intermediary is supervised for compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (**'Money Laundering Regulations'**), the intermediary agrees to:
 - 6.1.1 maintain appropriate procedures relating to money laundering and terrorist financing to enable it to carry out identity verification and customer due diligence in relation to each Client in accordance with the applicable provisions of UK law relating to the prevention of money laundering and combating of terrorist financing, including,

without limitation, the Money Laundering, Regulations the Joint Money Laundering Steering Group ('**JMLSG**') Guidance for the UK Financial Sector, the FCA's Financial Crime Guide, (if applicable), and all regulations, rules and guidance which replace or amend these requirements, and any requirements notified to the intermediary from time to time, and

- 6.1.2 provide us with any information or documents we request relating to the procedures referred to in clause 6.1.1.
- 6.2 If the accounts we provide to the intermediary are client accounts or pension accounts which are designated as for the benefit of specific individuals, the intermediary will provide us with any details about the identity of such individuals as we may require so that we may perform screening checks against such individuals.
- 6.3 In all cases which fall outside clauses 6.1 and 6.2, the intermediary agrees to provide us with all necessary documentation and evidence of identity in relation to the Client's application which we require.
- 6.4 If the intermediary is supervised for compliance with the Money Laundering Regulations, we may agree, in writing, to place reliance on the identity verification checks performed by the intermediary in connection with each account application submitted to us. Any such reliance will be for our own purposes and doesn't constitute any approval or recommendation by us of the intermediary's procedures.
- 6.5 If we agree to place reliance on the identity verification checks performed by the intermediary in accordance with clause 6.4, the terms of that arrangement will be set out in a separate agreement between the parties.
- 6.6 Where clause 6.5 applies, the parties agree to take all necessary steps to execute the agreement.
- 6.7 The intermediary must retain and pass on immediately to us, on request, any information or documentation referred to in this clause 6.

7. Anti-bribery & corruption

The intermediary represents on behalf of itself, its subsidiaries, directors, employees, sub-agents, consultants and representatives, and its subsidiaries' directors, employees, sub-agents, and representatives (together being the '**intermediary group**') undertakes that:

- 7.1 there are no previous or pending individual or corporate convictions for bribery, corruption or other fraudulent practices in the intermediary group,
- 7.2 the intermediary will comply with all applicable anti-bribery and corruption legislation, rules or codes of ethics in any relevant jurisdiction,
- 7.3 the intermediary has sufficient anti-corruption procedures in place to enable compliance with this clause,
- 7.4 the intermediary has sufficient accounting procedures and internal controls in place necessary to record all expenditure,
- 7.5 the intermediary won't make or cause to be made any offer, gift, payment, consideration or benefit in kind, in any jurisdiction, which could be construed as an illegal, corrupt or fraudulent practice, either directly or indirectly to any party which is designed to induce a person to perform improperly a relevant function or activity, or as an inducement or reward in relation to the execution of this agreement,

- 7.6 the intermediary won't make facilitation payments,
- 7.7 the intermediary will record the names, terms of employment, and payments made to any and all sub-agents it engages to perform any services relating to this agreement and will ensure that they're contractually bound to meet the same anti-bribery and corruption standards as applicable to the intermediary,
- 7.8 should the intermediary identify any illegal, corrupt or fraudulent practices or have reasonable grounds to suspect such practices taking place in relation to the performance of the agreement, then provided it is legally permissible to do so, the intermediary will immediately notify us in order that we may take any action deemed suitable,
- 7.9 the intermediary agrees that we have the right to audit, or appoint a third party to audit, the intermediary, and the intermediary group, to ensure compliance with all of the obligations under this clause 7,
- 7.10 the intermediary acknowledges that in the event that any part of the intermediary (a) is convicted of an offence of corruption, (b) is charged with an offence of corruption, or (c) fails to comply with the anti-bribery and corruption provisions in this agreement, then we reserve the right to terminate the agreement with immediate effect and without penalty. For the avoidance of doubt, termination of the agreement under this clause shall not limit or restrict the ability of us to take any other action in relation to the agreement, and
- 7.11 the intermediary shall, and shall procure that its staff shall, fully co-operate with any investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.
- 7.12 The intermediary warrants, represents and undertakes that:
 - 7.12.1 in entering into these terms, the intermediary hasn't done, and in performing its obligations under these terms shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery laws and/or regulations,
 - 7.12.2 the intermediary shall have, and shall maintain in place throughout the duration of the intermediary's relationship with us as governed by these terms, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance,
 - 7.12.3 the intermediary shall not engage in any activity, practice or conduct which would constitute either:
 - i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017, or
 - ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017,
 - 7.12.4 the intermediary shall promptly report to us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of these terms,

- 7.12.5 the intermediary shall have and shall maintain in place throughout the duration of the intermediary's relationship with us as governed by these terms such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation the intermediary's employees) and to ensure compliance with clause 7.12.3,
- 7.12.6 the intermediary shall ensure that any person associated with the intermediary who is performing services in connection with these terms does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the intermediary in this Clause 7 ('**Relevant Terms**'). The intermediary shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to us for any breach by such persons of any of the Relevant Terms, and
- 7.12.7 the intermediary shall immediately notify us in writing on becoming aware of, or suspecting, any failure to comply with any provision of this clause 7.12.

8. Data protection

- 8.1 The intermediary agrees to only share any Personal Data in the UK and in the European Economic Area (EEA) with us on the terms set out here.
- 8.2 We consider this data sharing necessary to undertake the Business and Personal Data shall only be shared for this purpose (Shared Personal Data).
- 8.3 The intermediary shall not process any Shared Personal Data in a way that is incompatible with the Business.
- 8.4 The Shared Personal Data shall not be irrelevant or excessive to the Business.
- 8.5 The intermediary shall only process Shared Personal Data in accordance with Data Protection Legislation and shall ensure compliance with Data Protection Legislation at all times.
- 8.6 '**Data Protection Legislation**' means all applicable data protection and privacy legislation in force from time to time in the UK including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426), in each case as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
- 8.7 The terms 'Controller', 'Processor', 'Information Commissioner', 'Data Subject' and 'Personal Data', 'Processing' and 'appropriate technical and organisational measures' shall have the meanings given to them in the Data Protection Legislation.
- 8.8 It's anticipated that in undertaking the Business, the intermediary shall be acting as an independent Data Controller.
- 8.9 The intermediary shall hold a valid registration with the Information Commissioner and shall provide evidence of such registration if requested by us.
- 8.10 The intermediary shall only process the Shared Personal Data fairly and lawfully and shall ensure that they have legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 8.11 The intermediary shall ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
- 8.12 The intermediary shall provide such assistance to us, and we shall provide such assistance to the intermediary, as is reasonably required to enable compliance with Data Subjects' requests under Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 8.13 The intermediary shall not retain or process Shared Personal Data for longer than is necessary to carry out the Business.
- 8.14 The intermediary shall ensure that any Shared Personal Data disclosed by us is returned to us or destroyed on termination of the agreement or once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for.
- 8.15 Any third-party processor appointed by an intermediary to process the Shared Personal Data shall comply with the relevant provisions of the Data Protection Legislation.
- 8.16 The intermediary may not transfer Shared Personal Data to a third party located outside the UK unless they ensure that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation.
- 8.17 The intermediary shall only provide the Shared Personal Data to us using secure methods and undertakes to have in place throughout the term appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of the Shared Personal Data, and the accidental loss or destruction of, or damage to, the Shared Personal Data. The intermediary shall ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.
- 8.18 The intermediary shall ensure that their staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures together with any other applicable Data Protection Legislation and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.
- 8.19 The intermediary shall comply with their obligation to report a Personal Data Breach to the Information Commissioner and Data Subjects under the Data Protection Legislation and shall inform us of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner.

8.20 The intermediary shall provide such assistance to us, and we shall provide such assistance to the intermediary, as is reasonably necessary to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

8.21 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of Shared Personal Data against the intermediary or us, the intermediary will inform us about any such dispute or claim and will cooperate with a view to settling them.

8.22 The intermediary shall indemnify and hold us harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these Data Protection terms.

9. Use of electronic services

9.1 Use of the services available to the intermediary on our websites shall be subject to these terms and any online terms and conditions notified to the intermediary by way of the said services or by any other means.

9.2 Email communications aren't necessarily secure and may be intercepted or changed after they are sent. We don't accept liability for any such interception or changes. You acknowledge that you'll not send any sensitive documents, including payment instructions, by email unless they are encrypted in a secure manner.

9.3 At our discretion, we may use emails to send you important information including changes to a Client's accounts, rates and charges and duplicate statements. It's the intermediary's responsibility to ensure that we hold up to date contact information for them.

10. Indemnity and limitation of liability

10.1 The intermediary shall indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of its warranties, representations or obligations under these terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious or fraudulent act. This indemnity is a continuing obligation.

10.2 We'll only be liable to the intermediary for losses arising directly as a result of negligence, fraud or wilful default by us or any of our agents. In no event will we be liable for special, indirect, consequential damages or losses, or for loss of profit or business opportunity.

10.3 For the avoidance of doubt, where the intermediary is authorised under the Client's account mandate to access and/or give instructions in relation to the Client's account, we'll have no liability to the intermediary in relation to any activity on the Client's account. Our relationship in relation to a Client's account is solely with the Client.

11. Variation

11.1 We may vary these terms at any time by either notifying the intermediary or posting an amended copy of these terms on caterallen.co.uk/intermediaries/literature-for-professional-advisers. By submitting Business to us, the intermediary accepts the most recent version of these terms as available on caterallen.co.uk/intermediaries/literature-for-professional-advisers or as otherwise notified to the intermediary.

12. Termination

12.1 Either party may terminate these terms by giving 1 month's notice in writing.

12.2 We may terminate these terms with immediate effect on the occurrence of any one or more of the following:

12.2.1 any material breach by the intermediary or any person or body for which it is responsible of any of the provisions contained within these terms,

12.2.2 any misconduct by the intermediary or any person or body for which it is responsible which is or could be reasonably viewed as prejudicial to our business or reputation,

12.2.3 we determine that maintaining this arrangement may cause us to breach applicable law or expose us, or another member of our group, to action or censure by a regulator, government or law enforcement body in any jurisdiction,

12.2.4 the intermediary ceases to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000,

12.2.5 cessation or suspension or intended cessation or suspension of the intermediary's operation or in any circumstance where in our reasonable opinion it is likely to affect materially the ability of the intermediary to perform its obligations under these terms,

12.2.6 material litigation or reconstruction involving the intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, winding up or seizure of assets; and the intermediary shall keep us advised in writing of any facts known to it within the scope of this clause 12.2.6, or

12.2.7 any failure by the intermediary to comply with any provision of clauses 7.1 to 7.12.

12.3 Any termination of these terms by us shall be without prejudice to any other remedies that we may be able to pursue against the intermediary, including in respect of accrued rights under these terms.

12.4 Upon termination, the intermediary shall:

12.4.1 cease any and all promotion of our Business,

12.4.2 repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect or on the date such sum is ascertained (if later).

13. Notices

13.1 Any notice under these terms shall be in writing and may be served by one party sending the notice to the other party by prepaid post or email.

13.2 In each case:

13.2.1 You must send notices to us via your Relationship Director or the Client Services Team using the latest post or email addresses we've given to you, and

13.2.2 We'll send notices to the intermediary via our main contact using the latest post or email addresses you've given to us.

13.3 Any notice shall be deemed to have been received by:

13.3.1 prepaid post, 7 business days from the time of posting, and

13.3.2 email, on the day it is sent.

14. Applicable law and jurisdiction

14.1 These terms shall be governed by and construed in accordance with the laws of England and Wales and the intermediary agrees to the exclusive jurisdiction of the English courts.

15. Miscellaneous

15.1 Any failure or delay by us or the intermediary to exercise or enforce any rights under these terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

15.2 We may assign, transfer, sub-contract or otherwise dispose of any of our rights or obligations, in whole or in part, under these terms to another person without the intermediary's prior consent. The intermediary may not assign, transfer, sub-contract or otherwise dispose of any of its rights or obligations, in whole or in part, under these terms without our prior written consent.

15.3 These terms set out the entire agreement between us and the intermediary in substitution of any previous oral, written or implied agreement.

15.4 The parties don't intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to these terms.

15.5 In the event that any provision in these terms of business shall be declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

15.6 We and the intermediary undertake to act in good faith in relation to the other party for so long as these terms remain in force and in particular, but without prejudice to the other terms of this agreement, undertake to discuss any dispute that may arise and seek an amicable settlement in relation to any such dispute. For the avoidance of doubt, this will not prejudice the right of either party to take legal proceedings.

15.7 The headings in this agreement shall not affect its construction or interpretation.

15.8 Nothing in these terms should be construed as indicating or giving rise to a joint venture or partnership.

15.9 We may make such relevant searches and checks in respect of the intermediary and its owners/principals (including in relation to credit worthiness) as we see fit.

CATER ALLEN, PART OF THE SANTANDER GROUP

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