**SWGA351 – Terms of Business Template**

NS&I

Sunderland

SR43 2SB

**Firm Name:** Click here to enter text

**1st Line of Address\*:** Click here to enter text

**2nd Line of Address:** Click here to enter text

**3rd Line of Address:** Click here to enter text

**4th Line of Address:** Click here to enter text

**5th Line of Address:** Click here to enter text

**Postcode:** Click here to enter text

**FCA registration number:** Click here to enter text

**Firm phone number:** Click here to enter text

**Email address\*\*:** Click here to enter text

Please note:

\*If your firm has more than one branch, the primary branch listed on the FCA website or with Companies House should be used.

\*\*The email address must be for the person you want to initiate your firm’s online access to the NS&I Adviser Centre. The domain name (after the @) must be the same as that for the email address listed on the FCA register.

DD/MM/YYYY

**TERMS OF BUSINESS FOR ACCESS TO NS&I CUSTOMER FINANCIAL INFORMATION**

These Terms of Business for Access to NS&I Customer Financial Information ("**Terms of Business**") apply between National Savings and Investments (referred to herein as "**we**", "**us**" and "**our**") and

INSERT NAME OF ADVISORY FIRM\*

(referred to herein as "**you**" and "**your**") in relation to the provision of certain information by National Savings and Investments about the savings and investments of mutual customers (each a "**customer**"). References to a "**party**" or the "**parties**" in these **Terms of Business** refer to you and/or us as the context requires, and each reference to "**including**" shall be deemed to have the words "without limitation" immediately after it.

Please read these **Terms of Business** carefully and confirm that youaccept them by signing them where indicated and return them to:

**NS&I**

**Sunderland**

**SR43 2SB**

You should retain a copy of the **Terms of Business** for future reference.

1. **TERM**
   1. These **Terms of Business** will come into effect when we receive and register a properly signed copy of them from you and will continue until they end in accordance with **condition 10**.
2. **PROVISION OF INFORMATION**
   1. In consideration of the mutual undertakings and obligations set out in these **Terms of Business**, we will provide you with the following information concerning the savings and investments of the customer:
      1. balances and valuations;

* + 1. annual and ad-hoc statements;
    2. maturity dates;
    3. transaction information; and
    4. other account details we hold about the customer,

(together, the "**Information**") subject at all times to **condition 2.3** and your compliance with these **Terms of Business**.

* 1. You can request a customer's Information:
     1. by calling the NS&I Adviser Helpline on **0800 092 1228**;
     2. by writing to **NS&I, Sunderland SR43 2SB**; or
     3. online via NS&I Adviser Centre at **nsandi-adviser.com**.
  2. We will not provide you with any Information if:
     1. we do not hold a valid and signed letter of authority (in the form stipulated by NS&I from time to time) from the relevant customer authorising us to provide the Information to you;
     2. you are unable to prove your identity to us and/or provide certain other information which is required by us to pass our authentication procedures (including without limitation telephone access reference numbers or passwords or online security details that we request);
     3. we have reasonable grounds to suspect that you are engaged in fraudulent activity or are otherwise trying to obtain unauthorised access to any customer account;
     4. we consider (in our discretion) that your information security measures are at any time inadequate;
     5. we consider (in our discretion) that providing you with the Information would create or contribute to a security risk;
     6. you are in breach of **condition 12** (Confidentiality); or
     7. the relevant customer has withdrawn their authority for us to provide their Information to you.
  3. You will (and, where appropriate, will procure that your officers, employees, agents and any other persons who act on your behalf in relation to these **Terms of Business** will):
     1. only request Information from us where you have the relevant customer's written authority to do so;
     2. only request the Information that the relevant customer has authorised you to have access to in writing;
     3. only use the Information for the purpose of providing advisory services to the customers and not in connection with any third party;
     4. not modify, edit, adapt or in any way interfere with the Information (or attempt to do any of the same);
     5. keep any security information provided by us confidential and only use it as authorised and directed by us;
     6. never ask a customer for their password(s) and/or security details relating to their savings and investments with us;
     7. comply with all reasonable instructions and policies notified by us from time to time relating to your access to and use of the Information (including relating to information security); and
     8. use all reasonable endeavours to ensure that nothing is introduced into our computer systems which may cause loss of, or corruption or damage to, any computer program or any data held on our computer systems.
  4. You will:
     1. ensure that your officers, employees, agents and other persons who act on your behalf that request and/or use the Information are appropriately trained, qualified and experienced;
     2. ensure that you, on an ongoing basis, are taking appropriate steps and implementing appropriate procedures to protect against fraudulent and/or unauthorised access to, or use of, the Information;
     3. notify us immediately if you become aware of any unauthorised access to or use of the Information by any of your officers, employees, agents and other persons who act on your behalf or any third party;
     4. notify us immediately if any of your officers, employees, agents or other persons who act on your behalf, in each case who have had the ability to access a customer's Information, cease to be engaged by you and, in each such circumstance, you will change the security information which is required to be submitted by you to pass our authentication procedures and access the Information (including any login credentials, passwords and/or security details required to access the online NS&I Adviser Centre);
     5. ensure that your officers, employees, agents and other persons who act on your behalf are aware of, and comply with, these **Terms of Business**;
     6. monitor your officers, employees, agents and other persons who act on your behalf on an ongoing basis to ensure that they are complying with these **Terms of Business**; and
     7. be liable for all acts and omissions of your officers, employees, agents and other persons who act on your behalf in relation to these **Terms of Business**.
  5. You will ensure that any officer, employee, agent or other person who has acted on your behalf does not access or attempt to access the Information after they have ceased to be engaged by you. If any such person does access or attempt to access the Information following their engagement, in breach of this condition, you will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages, expenses and fines that we incur or suffer arising out of or in connection with such unauthorised access or attempted access.
  6. You will immediately tell us in writing if you (or any of your officers, employees, agents or other persons who act on your behalf) breach these **Terms of Business**.
  7. You will provide us with such assistance, co-operation and information (at no cost or expense to us) as we may require to address any issue that we have with any of your officers, employees, agents or other persons who act on your behalf in relation to these **Terms of Business**.
  8. You will tell us promptly in writing of any matter that might adversely affect our relationship with you or your ability to perform your obligations under these **Terms of Business**.

1. **VARIATIONS**
   1. We may vary these **Terms of Business** from time to time. Where we do so, we will usually provide you with one (1) month's advance notice in writing. If you object to a variation, you may end these **Terms of Business** at any time before the variation comes into effect. If you do not notify us of your objection before the variation comes into effect, you will be deemed to have accepted the variation. The current version of these **Terms of Business** will be available at nsandi-adviser.com.
2. **WARRANTIES AND REPRESENTATIONS**
   1. You warrant, represent and undertake that:
      1. you have full capacity and authority to enter into and perform your obligations under these **Terms of Business**;
      2. you will at all times have all consents, licences, authorisations, registrations, approvals and permissions you are required to obtain under applicable law and regulation for the conduct of your business; and
      3. you are and will continue to be:

* + - 1. directly authorised by the Financial Conduct Authority or an exempt professional firm (having the meaning given in the Financial Conduct Authority Handbook); or
      2. an appointed representative of a firm authorised by the Financial Conduct Authority.
  1. You must notify us immediately in writing of any change of name or change in status (including a change in consents, licences, authorisations, registrations, approvals and/or permissions).

1. **INDEMNITY**
   1. Youwill indemnify us against all:

* + 1. losses (including all direct, indirect and consequential losses), liabilities, costs, damages, expenses and fines that we do or will incur or suffer;
    2. claims or proceedings made, brought or threatened against us by any person; and
    3. losses (including all direct, indirect and consequential losses), liabilities, costs, damages, expenses and fines that we do or will incur or suffer as a result of defending or settling any such actual threatened claim or proceeding,

in each case arising from any breach by you (or your officers, employees, agents and other persons who act on your behalf) of these **Terms of Business**.

1. **INTELLECTUAL PROPERTY RIGHTS**
   1. Nothing in these **Terms of Business** will operate to transfer to you or to grant you any licence or other right to use any of our intellectual property rights, save that you may use any intellectual property rights which subsist in the Information solely for the purpose of providing advisory services to the customer.
   2. For the avoidance of doubt, all material, data or information (including ourname, logos and product information) provided by us(and all intellectual property subsisting therein) remains ourproperty.
   3. Youmay only:
      1. use our name, brand or trade mark;
      2. include a link on your website to ourwebsite; or
      3. include any information relating to us or our products or services on your website,

where wehave agreed to this in writing in advance.

1. **ANTI-BRIBERY AND ANTI-CORRUPTION** 
   1. Youwill (and, where appropriate, will procure that your officers, employees, agents and other persons who act on your behalf in relation to these **Terms of Business** will):

* + 1. not commit any act or omission which causes or could cause you or us to breach, or commit an offence under, any laws or regulations relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
    2. establish and at all times maintain and implement anti-bribery and anti-corruption policies and procedures that prevent bribery or attempted bribery taking place;
    3. keep accurate and up to date records showing all payments made and received and all other advantages given and received by you in connection with these **Terms of Business** and permit us to inspect those records as reasonably required;
    4. promptly notify us of:
       1. any request or demand for any financial or other advantage received by you;
       2. any financial or other advantage you give or intend to give,

whether directly or indirectly in connection with these **Terms of Business**.

* + 1. promptly notify us of any breach of this **condition 7**.

1. **COMPLAINTS HANDLING**
   1. If you or the customer has a complaint against us, we will deal with it in accordance with our complaints procedure. Please ask us if you would like a copy of our complaints procedure.
   2. If we receive a complaint about you, we will pass it on to you promptly and in accordance with the relevant provisions of the Financial Conduct Authority rules.
   3. You will promptly provide us with such assistance, co-operation and information as we may require to investigate, respond to and resolve a customer complaint (at no cost or expense to us).
2. **DATA PROTECTION, PRIVACY AND ELECTRONIC COMMUNICATIONS**
   1. You and we are each data controllers of the personal data that is processed in relation to the customers. Independently, you and we are both responsible for complying with all applicable data protection laws. Additionally, you agree that you will:
      1. process customer personal data only as necessary to perform your obligations under these **Terms of Business**;
      2. implement and maintain appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, customer personal data, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;

* + 1. provide appropriate notice to data subjects whose personal data you process in a timely manner and in accordance with applicable data protection laws;
    2. have in place procedures so that any third party you authorise to have access to customer personal data, including your data processors, will respect and maintain the confidentiality and security of the customer personal data. Any person you authorise to have access to customer personal data shall be obligated to process the customer personal data in accordance with applicable data protection laws and, where the recipient is a data controller in their own right, subject to terms no less onerous than the data protection provisions of these **Terms of Business**;

* + 1. not transfer customer personal data outside of the European Economic Area without notifying us and then only in accordance with applicable data protection law; and
    2. delete (and procure that your data processors delete or return to you for deletion) customer personal data where such customer ceases to engage you for advice on our products or services, unless and until you no longer need to retain such customer personal data under applicable law.
  1. Where you provide us with personal data of your employees, directors, officers, consultants or the customers we will process such personal data in accordance with our privacy notice, available at **nsandi.com/privacy-policy**

1. **TERMINATION** 
   1. We may end, or suspend, these **Terms of Business** at any time on providing you with written notice of the same.
   2. You may end these **Terms of Business** at any time on providing us with written notice of the same.
   3. If these **Terms of Business** end:
      1. you must immediately cease using the Information and return it to us or destroy it (at our election);
      2. **conditions 5, 8, 10.3, 11, 12, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9 and 13.10** will continue in force, together with any other provisions which expressly or impliedly continue to have effect, after the date on which the **Terms of Business** end; and
      3. all other rights and obligations under these **Terms of Business** will immediately cease without prejudice to any rights, obligations, claims and liabilities which have accrued prior to the date on which the **Terms of Business** ended.
2. **LIABILITY**
   1. Subject to **conditions 11.2** and **11.3**, our maximum aggregate liability to you arising out of or in connection with these **Terms of Business** (whether in contract, tort (including negligence), misrepresentation, under statute or otherwise) will be limited to £100,000 (one hundred thousand pounds sterling).
   2. Subject to **condition 11.3**, we will have no liability to you arising out of or in connection with these **Terms of Business** (whether in contract, tort (including negligence), misrepresentation, under statute or otherwise) for any: loss of profits, loss of revenue, loss of business, loss of customers, loss of goodwill, loss of reputation, liability of you to third parties, wasted management time or any indirect, consequential or special loss.

* 1. Nothing in these **Terms of Business** will operate to exclude or restrict one party's liability to the other for death or personal injury resulting from its negligence, for its fraud or fraudulent misrepresentation or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
  2. Except as set out in these **Terms of Business** all conditions, warranties and representations (whether express or implied by statute, common law or otherwise) are excluded.

1. **CONFIDENTIALITY**
   1. You will:
      1. keep the Information secret, safe and secure; and
      2. not disclose the Information to any other person,

except where required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body.

* 1. You may disclose the Information to those of your officers, employees, agents and other persons who act on your behalf in relation to these **Terms of Business**, in each case who need access to the Information for the purpose of providing advisory services to customers.
  2. You will ensure that any person to whom you disclose the Information pursuant to **condition 12.2** will not do or omit to do anything which if done or omitted to be done would breach **condition 12.1**.

1. **GENERAL**
   1. Neither party shall be liable to the other party for any failure to fulfil its obligations under these **Terms of Business** insofar as the performance of such obligations is prevented by circumstances or events beyond the reasonable control of the affected party (including without limitation any act of God, strike, lockout or other form of industrial action (except by employees of the party in question or its assigns or subcontractors), accidents, fires, explosion, failure of equipment or machinery (except equipment or machinery of the party in question or its assigns or subcontractors), delays in transportation, security issues, war, civil unrest, sabotage, applicable legislation and regulations thereunder and interruptions by government).
   2. These **Terms of Business** constitute the entire agreement between the parties and supersede any prior agreement or arrangement in relation to its subject matter and neither party has entered into these **Terms of Business** in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these **Terms of Business**. Nothing in this condition shall be construed or interpreted as limiting or excluding the liability either party for fraud or fraudulent misrepresentation.
   3. A delay in exercising or a failure to exercise a right or remedy under or in connection with these **Terms of Business** will not constitute a waiver of, or prevent or restrict the future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it.
   4. If a term in these **Terms of Business** is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these **Terms of Business** and this will not affect the remainder of these **Terms of Business** which will continue in full force and effect.
   5. Nothing in these **Terms of Business** and no action taken by the parties in connection with them will create a partnership or joint venture between the parties or give either party authority to act as agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
   6. Each party agrees that it is an independent contractor and is entering into these **Terms of Business** as principal and not as agent for or for the benefit of any other person.
   7. The parties do not intend that any term of these **Terms of Business** will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
   8. These **Terms of Business** and any non-contractual obligations arising out of or in connection with them will be governed by the law of England.
   9. Subject to **condition 13.10**, the courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with these **Terms of Business** (including in relation any non-contractual obligations).
   10. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

INSERT NAME OF ADVISORY FIRM hereby accepts the terms set out in these **Terms of Business**:

|  |  |
| --- | --- |
| Signed by NAME OF DIRECTOR / OFFICER  for and on behalf of  INSERT NAME OF ADVISORY FIRM | }  }  }  }  }  Signature of director/officer: |

Date: