



QUEST  
CAPITAL  
TRUSTEES

Your Path to Financial Independence

THE QUEST  
ADVISOR AGENCY  
APPLICATION FORM

# ADVISOR AGENCY APPLICATION FORM



In this agency application form you will receive the following;

- Advisor Agency Application Form
- Terms and Conditions of your appointment
- Our Service Level Agreement
- Your Letter of Appointment

**Please read this document carefully and ensure that you are appropriately regulated and authorised to conduct the business you are contemplating in providing.**

Your appointment will become effective once we receive and sign the returned Letter of Appointment

### **Checklist for your Agency**

**Please ensure you complete and return the following:**

Fully completed and signed Agency Application Form

Copy of your Headed Paper

Copy of you relevant Authorisation (Central Bank or other approved professional body)

Signed Letter of Appointment

**Please return all documentation to;**

**Quest Capital Trustees Ltd  
9 Fitzwilliam Square  
Dublin 2  
D02 FX96**

**Any queries should be directed to Quest Capital Trustees Ltd on 01 661 3170 or [info@qct.ie](mailto:info@qct.ie)**

**SECTION 1 – ADVISOR COMPANY DETAILS**

Legal Name:

Trading Name (if different):

Address:

Registered Address:   
(if different)

Telephone:  Email:

Website:  Tax Ref No:

Type of Investment Firm:  Auth. Ref:

**List of all Directors, Principals, Managers, Partners and Sales Advisors:**

	<b>Name:</b>	<b>Mobile:</b>	<b>Email:</b>	<b>Qualifications:</b>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Use additional sheet to complete if required

**SECTION 2 – OTHER AGENCIES**

Please list the financial institutions of which you currently hold an agency

1. ....	6. ....
2. ....	7. ....
3. ....	8. ....
4. ....	9. ....
5. ....	10. ....

### SECTION 3 – DUE DILIGENCE

Have you or any of your Directors, Principals, Managers, Partners, Employees or Sales Advisors in this or any jurisdiction ever:

(A) Been convicted of any offence, whether in connection with Financial Services or not?

Yes  No

(B) Been adjudicated bankrupt or insolvent, either in a personal capacity or as a director of an entity, or are there any proceedings pending?

Yes  No

(C) Been dismissed or asked to resign and did resign from any profession, vocation, office or employment, or from any position of trust or fiduciary appointment, whether or not remunerated?

Yes  No

(D) Been a director of a company that was struck off the Register of Companies by the Companies Registration Office (or equivalent elsewhere) otherwise than on a voluntary basis?

Yes  No

(E) Been disqualified or restricted from acting as a director or from acting in any managerial capacity?

Yes  No

(F) Had a civil finding, judgement or order made against you in relation to proceedings involving money laundering, terrorist financing, fraud, misrepresentation, dishonesty, breach of trust, or other matter which could affect your ability to perform the relevant function?

Yes  No

(G) Defaulted upon any payments due arising from a compromise or scheme of arrangement with your creditors or made an assignment for the benefit of your creditors?

Yes  No

(H) Been subject to a judgement debt which is unsatisfied, either in whole or in part?

Yes  No

(I) Had an agency refused or cancelled?

Yes  No

(J) Been sanctioned by the Central Bank or any other professional body?

Yes  No

(K) Had a claim against you or your firm under Professional Indemnity Cover?

Yes  No

(L) Had your authorisation revoked by the Central Bank or other approved professional body?

Yes  No

Provide additional details if you answered Yes to any question(s) in this section of the form:

## SECTION 4 – BANK DETAILS FOR PAYMENTS

Name of Bank:	<input type="text"/>	Address:	<input type="text"/>
			<input type="text"/>
Business Account Name:	<input type="text"/>		
Account Number:	<input type="text"/>	Sort Code:	<input type="text"/>
BIC:	<input type="text"/>	IBAN:	<input type="text"/>

## SECTION 5 – DECLARATION

- I/We confirm that the information above is true and correct.
- I/We agree to be bound by the terms and conditions attached.
- I/We agree that Quest Capital Trustees Ltd can seek any reference it sees fit in connection with this agency appointment.
- I/We agree that Quest Capital Trustees can communicate with anyone employed by this firm by email.

### For the Advisor

Signature:	<input type="text"/>	Name:	<input type="text"/>
Position Held:	<input type="text"/>	Date:	<input type="text" value="___/___/20__"/>
Signature:	<input type="text"/>	Name:	<input type="text"/>
Position Held:	<input type="text"/>	Date:	<input type="text" value="___/___/20__"/>

## GENERAL CONDITIONS OF APPOINTMENT

1. Quest Capital Trustees Ltd (Quest) services:
  - a. Quest will provide you with details of the products which it designs and/or distributes.
  - b. Quest will provide you with all the necessary information on the products it designs and/or distributes.
  - c. Quest will not market products it designs and/or distributes to your clients directly.
2. The Advisor Agent's remuneration by Quest shall be by way of and in accordance with the remuneration rates as determined by Quest from time to time. The directors of Quest reserve the right to revise and alter the remuneration rates payable at their sole discretion.
3. If any remuneration is paid in error by Quest to the Advisor Agent the erroneous remuneration will be refunded, without delay, to Quest. If erroneously paid remuneration is not refunded Quest reserve the right to deduct it from any future remuneration payments or seek payment from the Advisor Agent.
4. The Advisor Agent shall forward all completed application forms to Quest as soon as received and will forward any communication received for your client from Quest to your client without delay.
5. The Advisor Agent must provide Quest with completed AML together with an application form for its clients.
6. The Advisor Agent must at all times comply with and fulfil its obligations to act in accordance with all Anti-Money Laundering Regulations and Data Protection Regulations.
7. As a Designated Person you are required to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended by Part 2 of the Criminal Justice Act 2013 ("the Act") and any subsequent legislation which may supersede this Act. Quest reserves the right to request from time to time a written declaration of compliance from you in this regard.
8. The Advisor Agent is not empowered to bind by any statement, written or oral, unless expressly authorised in writing by Quest.
9. In the event that a client introduced by the Advisor Agent instructs Quest, in writing, that the client desires some other person to be regarded as Advisor Agent for the client's products, then Quest shall reserve the right, in its absolute discretion, to transfer the Agency for such products to such other person and to cease paying any further remuneration to the Advisor Agent in respect of such products.
10. Without prejudice to any other remedies Quest may have against the Advisor Agent, Quest may, at any time by giving notice in writing to the Advisor Agent, terminate this appointment forthwith in any of the following events:
  - a. If the Advisor Agent commits a breach of any of the terms or conditions hereof.
  - b. If the Advisor Agent enters into liquidation whether compulsory or voluntarily or compounds with creditors or takes or suffers any similar action in consequence of a debt or in the case of an individual or partnership if the Advisor Agent or any of the members of its firm becomes insolvent or enters into any arrangement with creditors or takes or suffers any similar action in consequence of a debt.
  - c. If from any cause the Advisor Agent is prevented from performing his duties hereunder for a period of 3 month(s).
  - d. If the Advisor Agent is guilty of any conduct which in the opinion of Quest is prejudicial to its interest or the interest of its clients.
11. In the event of the termination of this agreement the Advisor Agent shall not be entitled to be paid any compensation whatsoever by Quest and upon such termination the Advisor Agent shall have no right to future remuneration.
12. Either party may terminate this appointment at any time by giving to the other party one month's notice in writing sent by registered post or recorded delivery service to the other party's address.
13. During the term hereof the Advisor Agent shall immediately notify Quest in writing of any criminal conviction (except minor driving offences) of the Advisor Agent including any Director, Partner, Principal, Manager, Adviser or employee of the Agent.



## GENERAL CONDITIONS OF APPOINTMENT cont.

14. Before submitting a completed product proposal form to Quest, the Advisor Agent agrees to obtain and record evidence of the identity of the client in accordance with all relevant, current Anti-Money Laundering Regulations and to forward this evidence of identity to Quest in compliance with Quest's policies.

15. The Advisor Agent will not produce or advertise in any book, newspaper, publication or other media outlet bearing the Quest name and/or logo unless advance written authority has been obtained for such an advertisement.

16. The Advisor Agent shall keep proper books and records relevant to Quest business and clients at all times and make same available upon reasonable request without delay.

17. These conditions of appointment, along with those terms and conditions included in our product literature, and any other correspondence between us, govern the mutual relationship and embody the entire understanding of the parties and they are not promises, terms, conditions or obligations oral or written express or implied other than those herein contained. All previous agreements and arrangements (if any) made between Quest and the Advisor Agent are hereby cancelled.

18. These conditions of appointment and any agreement from time to time modifying the provisions hereof shall be construed in accordance with and governed by the law of the Republic of Ireland.

19. Any dispute, difference or question which may arise at any time hereafter between Quest and the Advisor Agent touching the true construction of this agreement or the rights and liabilities of the parties hereto shall unless otherwise expressly provided be referred to the decision of a single arbitrator to be agreed upon between the parties or default of Agreement for 14 days to be appointed at the request of either party by the President of the Law Society in accordance with and subject to the provisions of the Arbitrators Act, 1954 or any statutory modification or re-enactment thereof for the time being in force.

20. The Advisor Agent indemnifies Quest against any loss incurred by Quest as a result of a breach of this agreement through negligence and/or fraud by the Agent. The extent of such a breach will be decided in accordance with civil law concepts.

21. By supplying your contact details you are giving your consent for us to contact you in any of way in connection with Quest offerings.

22. Quest reserves the right to vary all or any of the terms and conditions of this appointment from time to time at its absolute discretion.

23. Unless you notify us in writing you will be deemed to have agreed to receive communication from Quest electronically. Such electronic means shall include but not be limited to email and publications to our website.

24. The Advisor Agent may not assign, delegate or transfer its obligations under this agreement without Quest's prior written consent.

## LETTER OF APPOINTMENT

This appointment authorises the Advisor Agent to introduce clients to Quest Capital Trustees Ltd in accordance with the terms and conditions contained within and any and all applicable relevant legislation.

- You, the Advisor Agent, confirms at all times it will fulfil its obligations under this agreement and in accordance with all applicable legislation.
- These terms and conditions may from time to time be modified by Quest Capital Trustees Ltd but only in writing and notified to you, the Advisor.
- These terms and conditions of appointment are the entire terms and conditions and no other terms and conditions, express or implied, oral or otherwise exist.

**I acknowledge receipt of the Quest Advisor Agency Application For and it's Terms and Conditions and hereby agree to accept the Terms and Conditions.**

### For the Advisor

Signature:

Name:

Position Held:

Date:

Signature:

Name:

Position Held:

Date:

### For Quest Capital Trustees Ltd

Signature:

Name:

Position Held:

Date:

Signature:

Name:

Position Held:

Date:



## SERVICE LEVEL AGREEMENT

This agreement covers the following areas:

- 1. Self-Administered Pension Schemes**
  - Establishment
  - On-going Administration
  - Annual Reporting
  
- 2. Personal Retirement Bonds**
  - Establishment
  - On-going Administration
  - Annual Reporting
  
- 3. Approved (Minimum) Retirement Funds**
  - Establishment
  - On-going Administration
  - Annual Reporting
  
- 4. Other**
  - General queries
  - Loans / property acquisition etc.
  
- 5. Ad-hoc Consultancy Arrangements**
  - Non-standard assignments
  
- 6. Fee Charging by Quest & Remittance of Fees**
  
- 7. Data Protection**
  
- 8. Advisors Responsibilities**

## **1. Self-Administered Pension Schemes**

### **Establishment**

Quest will complete set up documents (trust deed and associated documentation) and issue to the Advisor within 3 working days of receipt of fully completed SAPS application form.

Quest will apply to the Revenue Commissioners for scheme approval within 3 working days of receipt of receipt of all relevant documentation required to seek Revenue Approval of a scheme.

### **On-going Administration**

- Investments

Investments will be effected and funds transferred to the specific product producer within 3 days of receipt of all relevant documentation / AML / fund transfers etc. to complete the transaction.

- Annual Accounts

Annual accounts for SAPS will be produced and issued to the SAPS client within 5 months of the scheme year end. The Advisor will be referred to in the letter issued to the client by Quest. A copy of the annual report will be emailed to the Advisor along with confirmation of any annual fee due to the Advisor.

## **2. Personal Retirement Bond**

### **Establishment**

Quest will complete set up documents and issue to the Advisor within 3 working days of receipt of fully completed PRB application form.

### **On-going Administration**

- Investments

Investments will be effected and funds transferred to the specific product producer within 2 days of receipt of all relevant documentation / AML / fund transfers etc. to complete the transaction.

- Annual Accounts

Annual accounts for PRB'S will be produced and issued to the PRB client within 5 months of the scheme year end. The Advisor will be referred to in the letter issued to the client by Quest. A copy of the annual report will be emailed to the Advisor along with confirmation of any annual fee due to the Advisor.

## **3. Approved (Minimum) Retirement Funds**

### **Establishment**

Quest will complete set up documents and issue to the Advisor within 3 working days of receipt of fully completed A(M)RF application form.

### **On-going Administration**

- Investments

Investments will be effected and funds transferred to the specific product producer within 3 days of receipt of all relevant documentation / AML / fund transfers etc to complete the transaction.

- Annual Accounts

Annual accounts for all A(M)RF's are produced in February of each year up to year end 30th November of the preceding year. Reports are issued directly to each client along with a Payroll Summary verifying details of their previous years distribution if applicable. The Advisor will be referred to in each letter issued to the clients. A copy of all reports will be issued to the Advisor via email once available.

- Distributions

Quest will notify the Advisor of the distributions that will apply to each ARF/AMRF once available in December of each year and also outline any encashments that need to be made in order to cover same if applicable.

## **4. Other**

- General Queries – Quest will respond to all queries from the Advisor within 3 days of receipt of request.
- Receipt of Cheques/Transfers In – Quest will confirm receipt of all cheques/transfer in to the Advisor within 3 days of receipt of the payment.
- Communication Flow - In as much as possible all communication with clients will be via the Advisor. However there will be circumstances where direct communication with the client is required, e.g. queries from the client regarding information contained in the scheme annual accounts etc. Where this occurs a note will be sent to the Advisor confirming and detailing the content of the query and reply.
- Property & non-standard loan investments – the relevant information and supporting documentation must be provided to Quest before we can review and confirm any additional requirements and/or a time frame for completion.

## 5. Ad-hoc Consultancy Arrangements

There will be occasion where work will be required that will be of a non-standard / once-off nature, e.g. changes to the trust deed, separation or divorce, non-standard Revenue queries, transfer of benefits to successors – *this is not an exhaustive list*.

In such circumstances the scope of the work involved will be outlined to the client and the Advisor and the estimated fees associated with same agreed beforehand.

No work will be undertaken until agreement on scope and fees involved is confirmed in writing.

## 6. Fee Charging by QCT & Remittance of Advisor Fees

Fees are levied by Quest in line with our terms of engagement with each client on the following basis:

- SAPS fees are charged annually in arrears when annual report is issued to the client,
- PRB annual fees are charged annually in advance at set up and each year when annual report is issued to the client,
- ARF/AMRF fees are charged biannually in arrears,
- Once off administration fees (e.g. property purchase administration fees) are charged at point of providing the service and in advance of completing any related investment.

Quest will remit any fees due to the Advisor once a month in or around the 5th of the month. Fees will be remitted to the Advisor where possible on the following basis:

- Annual fees that have been discharged in full to Quest during the previous month.
- Set up fees that have been discharged in full during to Quest the previous month.
- Fees can only be discharged where Quest has received corresponding invoice from the Advisor.
- Total annual ARF/AMRF annual fees due to the Advisor for the preceding year to 30th November will be confirmed by Quest by the 31st January each year. Fee will then be discharged to the Advisor as per the procedure above.

## 7. Data Protection

Where the Advisor processes personal data on behalf of Quest, the Advisor guarantees to implement all appropriate technical and organisational measures to meet the requirements of the General Data Protection Regulation (“GDPR”) and Data Protection legislation and ensure the protection of the rights of Data Subject(s).

The Advisor agrees that the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects and the obligations and rights of Quest Capital Trustees Ltd are as set out in Quest’s Terms of Business or as may be communicated to the Advisor by Quest from time to time. The Advisor shall not transfer personal data outside of the European Union.

The Advisor shall at all times comply with the GDPR and Data Protection legislation, and in particular:

- The Advisor shall process personal data only on documented instruction or if required by law;
- The Advisor shall ensure that persons authorised to process the personal data have committed to confidentiality or are under an appropriate statutory obligation of confidentiality;
- The Advisor shall, taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (as appropriate):
  - (a) the pseudonymisation and encryption of personal data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - (d) a process for regularly testing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- Where the Advisor engages a sub-processor for carrying out specific processing activities, the data protection obligations as set out shall be imposed by the Advisor on the sub-processor by way of a contract or other legal act, in particular providing sufficient guarantees that the processing will meet the requirements of GDPR.

- Taking into account the nature of the processing, the Advisor shall assist Quest by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Quest's obligation to respond to requests for exercising a Data Subject's rights under GDPR and Data Protection legislation;
- Taking into account the nature of the processing, the Advisor shall assist Quest in ensuring compliance with its obligations in respect of the security of data processing, notification of personal data breaches to supervisory authorities, carrying out of assessments of the impact of processing operations on the protection of personal data where a type of processing, is likely to result in a high risk to the rights and freedoms of natural persons, and consultations with supervisory authorities in respect of such assessments.
- The Advisor shall notify Quest without delay after becoming aware of a personal data breach. This notification shall include:
  - (a) a description of the nature of the personal data breach including the categories and number of data subjects concerned and the categories and number of personal data records concerned;
  - (b) a description of the likely consequences of the personal data breach;
  - (c) a description of the measures taken or proposed to be taken by the Advisor to address the personal data breach, including measures to mitigate its adverse effects;
- The Advisor shall, at the request of the Quest, delete or return all personal data after the end of the provision of services relating to processing, and delete existing copies unless such storage is required by law;
- The Advisor shall make available to Quest all information necessary to demonstrate compliance with the Advisor's obligations and allow for and contribute to audits, including inspections, conducted by Quest, another auditor mandated by the Quest, or any supervisory or regulatory authority.
- The Advisor shall inform Quest immediately if, in its opinion, any instruction infringes the GDPR or any other data protection provision.

## 8. Advisors Responsibilities

The Advisor agrees to provide the following in respect of services governed in this SLA and the terms of the Advisor's agency with Quest:

- Acting as client relationship manager during the entire term of the appointment or until the replacement or resignation,
- Setting up and determining any investment strategy, in conjunction with the client, with due regards to the provisions of any other applicable legislation, regulations or obligatory authorisation.
- Ensuring provisions for liquidity and insuring of death benefits, if required.
- Provision of financial advice in relation to scheme investments.
- Completion of governance documentation in relation to investments, to include any Quest internal documentation.
- Where a trustee meeting is called, attending the trustee meeting.
- Assisting Quest with the collection of fees, where applicable.
- Verification of the identity and address of all clients and obtain and provide proof of ID and address in line with Quest's AML requirements. The Advisor will notify Quest if any clients are Politically Exposed Persons (PEPs).