

Sarasin & Partners LLP Online Reports

Registration and terms & conditions

Registration details

Please register by filling out the form below and returning it to the address below along with the Terms and conditions, signed and dated to:

Freepost Plus RRUB-SEYZ-SBTC, Client Administration, Sarasin & Partners, Juxon House, 100 St Paul's Churchyard, London, United Kingdom EC4M 8BU. Freepost is only available within the United Kingdom. If you are posting the form from outside the United Kingdom please ensure you pay the relevant local postal charges when sending the form to us.

These details will be used to administer your new Online Reporting Account.

Portfolio details.

Please advise us of the portfolios to which this agreement relates:

Primary User Details:

(Please only complete this section for individual/joint account & where you are the client)

Client Name

Contact Name
(if different from client name)

Email address

Telephone number

Additional users

To authorise a 3rd party e.g. Independent Financial Advisor or an employee of a corporate trustee to access your records, please complete the details below and we will contact them.

This form will need to be signed in accordance with your authorised signatory list:

Contact Name

Name of organisation

Email address

Telephone number

The applicant will be sent an email confirming their user name and password.

Upon login they will be prompted to agree to the online terms and conditions.

Terms and conditions

These Online Reporting Terms and Conditions (the "**Online Terms**") govern the access to Sarasin & Partners LLP ("**S&P**", "**we**" "**us**", "**our**" or "**ourselves**") online valuation website. Please read them carefully.

In these Online Terms:

"**Intellectual Property Rights**" means all patents, copyrights, rights in design, to photography rights, trade marks and service marks (whether registered or unregistered and including applications for registration of any of the forgoing) together with all trade secrets, rights in know-how, and all rights and forms of protection having a relevant or similar effect to any of the foregoing which may subsist in the world.

"**Service**" means the service which we are able to provide you, the duly authorised person, through the use of S&P's website at www.sarasinreports.co.uk ("**Website**") which enables you to view details of investments held by you including the value of the Portfolio or the complete reporting and valuation package, relevant regulatory or compliance documentation and any further enhancements to the service which we make from time to time.

"**You**" means the person named in the Client Agreement that you have entered into with S&P Sarasin Asset Management Limited ("**SAM**") or, if relevant, the Custodian providing custody services and/or the person(s) authorised by the authorised signatories of the Portfolio to access the Portfolio valuation information on your behalf.

"**Portfolio**" means the portfolio of assets (including un-invested cash) entrusted from time to time by you to the management of S&P SAM and, if relevant, the custody of the Global Custodian.

Please note that SAM outsources certain administrative services ancillary to the rendering of investment management services of SAM clients to S&P under a support services agreement entered into between SAM and S&P. The outsourced services include the provision of reconciliation, valuation and reporting obligations to SAM clients. When entering into the Online Terms, SAM clients are agreeing to the Online Reporting Terms and Conditions of S&P.

1. Basis of Provision of the Service

- 1.1. This Service is only available to S&P or SAM clients or those that have been duly authorised by the signatories to the Portfolio, to access the Service.
- 1.2. You are not entitled to use or continue to use, and must not attempt to use, the Service when your authorisation has been terminated either by the authorised signatories or at our discretion, or if you have ceased being a client of S&P or SAM.
- 1.3. In consideration of us granting you a non-exclusive, non-transferable licence to use the Service subject to these Online Terms, you agree to be bound by them.

2. Access to client's information

The Service provides you with facilities to view details of your holdings and/or the complete reporting and valuation package for your Portfolio.

- 2.1. You must not access, or attempt to access, information other than that to which you are entitled under clause 1.1 above.
- 2.2. You must notify us immediately of any changes or if you no longer wish to access your Portfolio information in accordance with clause 1.1 below.
- 2.3. You hereby agree to indemnify us, our associated companies and our and their respective employees, and our agents and their employees, against any loss or expense suffered or incurred arising from your breach of any term, condition, representation or warranty set out in provision of these Online Terms.
- 2.4. You agree and acknowledge that you shall comply with the security procedures relating to access as specified in these Online Terms and provided by us from time to time.

3. Activating your account

- 3.1. The procedure for activating the Service will be detailed in an email to you.

4. Security

- 4.1. You must keep all security information such as username and passwords confidential and must not disclose it under any circumstances to anyone, including our members of staff. You agree to indemnify us against any loss of whatever kind and howsoever arising out of the unauthorised use or disclosure of such information.
- 4.2. You must take all reasonable precautions to prevent unauthorised or fraudulent use of the Service.
- 4.3. You must not keep a record of your account name and password (on a computer or on paper) in any form, which could be accessed and understood by any unauthorised person.
- 4.4. We will not be liable for any losses or costs incurred by you as a result of unauthorised access or usage of your account or for any transactions resulting from such access or usage.
- 4.5. You must notify us immediately if you suspect someone knows your account name and password or if you suspect someone has accessed your account without your permission.
- 4.6. If your account is not accessed for 200 days, it may be deactivated. This is to prevent unauthorised access.

5. Usage of the Service

- 5.1. You must not, and must not attempt to:
 - 5.1.1. gain unauthorised access to the Service;
 - 5.1.2. bypass or breach the security of the Service;
 - 5.1.3. alter, change or modify the Service; or
 - 5.1.4. copy any parts or the whole of the Service.You should note that if you do any of the above, it may be a criminal offence as well as being a breach of these Online Terms.
- 5.2. You must not do anything which may impair or damage the Service or the reputation of the Service.
- 5.3. Where you are aware of any discrepancies of Intellectual Property Rights subsisting in the details displayed in the Website, you shall inform us immediately.

6. Provision of the Service

- 6.1. We will use reasonable endeavours to ensure that the Service is available. However, we do not make any representations or warranties as to the availability of the Service and do not accept liability for any failure to provide the Service at all or failure to provide the Service temporarily or restrict the provision of the Service for administrative or other reasons. If the Service is unavailable, you may contact us during normal business hours.
- 6.2. We reserve the right to suspend or withdraw operation of the Service at any time. We will try to inform you of any such occurrence as soon as is practicable after such suspension or withdrawal, unless the Service has already been resumed or restored.
- 6.3. We reserve the right to suspend immediately and without notice the operation and/or usage of the Service in whole or in part where we consider this to be appropriate as a result of any suspected or actual unauthorised access to the Service by anybody, whether or not such unauthorised access is believed to have affected your account.
- 6.4. You acknowledge that your access to the Service may be prevented by certain factors outside of our control including without limitation the unavailability, in-operation or interruption of Internet services or the in-operation or inefficiency or unsuitability of the computer hardware that you use to access the Service. We shall not be liable for any loss or damage in respect of this.
- 6.5. Where the online valuation is not available for any extended time

or terminated for any reason whatsoever, if you have opted for online reporting in your Client Agreement in lieu of the hard copy valuation being sent via normal mail delivery, the normal delivery method by normal post will be reinstated by us.

- 6.6. We shall not be liable for errors, omissions or inaccuracies regarding any of your details displayed on the Website which arise out of data transmission or which take place due to machine or software error or which originate from information or data obtained from third parties.
- 6.7. In no event will we be liable for special, indirect, incidental or consequential loss and for damages arising from loss of use, data or profits arising out of or in connection with the Service. Notwithstanding the foregoing our liability shall only be limited to the extent permitted by law.
- 6.8. The Service is currently provided free of charge. We reserve the right to levy charges in the future should we determine circumstances so require. If and when we decide to levy any charges for the Service, we will inform you in writing and you will have the opportunity to terminate the Service under these Online Terms with immediate notice.
- 6.9. We reserve the right from time to time to make changes or enhancements to the Service and to cease providing the Service or any part thereof. We will, where appropriate and at our discretion, inform you of any such changes or enhancements prior to their implementation, either by e-mail or by post to your last recorded address.
- 6.10. Whilst we will use our reasonable endeavours to ensure that the information provided by the Service is accurate, we will not be liable to you for any losses you may incur as a result of any errors or omissions caused by third parties or (except so far as it arises from our own gross negligence, fraud or wilful default) ourselves.
- 6.11. These Online Terms are available and may be viewed from within the Service. We reserve the right from time to time to vary these Online Terms governing the usage of the Service and such variations or changes shall be effective immediately any notice thereof will be furnished to you by inclusion within the Service or otherwise.

7. Warranties and Undertakings

- 7.1. We make no express or implied warranties or representations, whether statutory or otherwise, regarding the Service or any part thereof including without limitation with regard to your information displayed on the Website, except to the extent that any such warranties or representations cannot be excluded by law.
- 7.2. The Service consists of a viewable unaudited interim valuation and also downloadable audited monthly, quarterly, half yearly valuation (where applicable). It is important for you to note that the holdings and prices reflected in the online unaudited interim valuation report have not been reconciled or checked for accuracy and therefore the figures should be treated as indicative only. You should not treat the information you see for the unaudited interim valuation within the online valuation service as conclusive. We cannot be held liable for any losses or damages (including consequential losses or damages) whatsoever from the use of, or reliance on, the information within the overview of the unaudited interim valuation.
- 7.3. We reserve the right to amend the facts and figures on the Website without providing notification to you.
- 7.4. The Website is published solely for informational purposes and has no regard to the specific investment objectives, financial situation or particular needs of any person.

8. Title

- 8.1. You agree and acknowledge that you have no title in the Website and any information concerning you may be displayed on the

Website and any rights you have in respect thereof is strictly as granted to you and/or authorised and solely limited to these Online Terms.

9. Links to other website and services

- 9.1. The Website may contain internet addresses, links and/or hyperlinks to other websites, which are not operated or monitored by us. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website. It is your responsibility to check the terms and conditions and privacy policies which are applicable to such other third party sites.

10. Cookies

- 10.1. By agreeing to these Online Terms you accept that we will place a cookie on your computer to recognise you each time you log in to the Service. A cookie is a small data file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies cannot be programmed, carry computer viruses or install malware on your computer and they do not retrieve information stored on your hard drive or corrupt or damage your computer or any of its files. Please note that your browser needs to accept cookies in order to use the Service. If it is not the case at the moment, you may need to make the necessary changes to your browser settings to accept the cookies required to use the Service. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies you may not be able to access all or parts of the Service.

11. Incorporation

- 11.1. By completing and signing these Online Terms, you agree that these Online Terms form an integral part of your Client Agreement.

12. Termination

- 12.1. If you wish to stop using the Service, please notify us in writing by post or email and we will deactivate your account. Upon deactivation, you will not be able to access the Service and these Online Terms shall no longer apply.
- 12.2. These Online Terms will automatically terminate when the Client Agreement is terminated.
- 12.3. The rights granted to you to use the Service will terminate immediately upon any violation by you of these Online Terms. S&P in its sole discretion, reserves the right to temporarily or permanently terminate your access to, and use of, the Website or the Service at any time and for any reason whatsoever, without notice or liability. Neither S&P nor any member of Bank Sarasin group will be liable to you or any third party for any termination of your access to or use of the Website or the Service.

13. Governing law

These Online Terms and your use of the Service and Website shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the courts of England and Wales.

Signatures

I/we hereby acknowledge that I/we have read and understood these Terms and Conditions and agree to be bound by the same. The person(s) signing below is duly authorised to enter into the agreement governed by these Terms and Conditions on behalf of the Client:

1) Applicant/Account User

Signature	<input type="text"/>
Date	<input type="text"/>
Print Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

3) Authorised Signatory to the portfolio(s) #2 (If applicable)

Signature	<input type="text"/>
Date	<input type="text"/>
Print Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

2) Authorised Signatory to the portfolio(s) #1 (If applicable)

Signature	<input type="text"/>
Date	<input type="text"/>
Print Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

OFFICE USE ONLY

Linked Portfolio Code(s):

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Administration Checks:

Load 0 Acc Detail check 0 PF & Value check 0 Set Pwd Flag 0

Name of Entity (SP or SAM):

Checked:

Inv Mgr/Dir:

Date:

Admin sign:

Date: