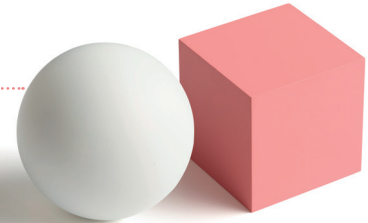


**PENSION ANNUITY**

# FACILITATION AGREEMENT



PA number	<input type="text"/>
Client name	<input type="text"/>

**This agreement allows us to pay your Financial Intermediary any Adviser Charges from your Plan. This form must be completed by you and/or the trustee/scheme administrator (if applicable).**

### When to use this form

By using this form you can instruct us to pay remuneration to your Financial Intermediary on your behalf. The remuneration will be an Adviser Charge for advice provided to you in relation to this Plan, and this charge will be withdrawn from the funds we receive. This is what we mean by facilitating the payment of this charge from your Plan and our facilitation service is subject to the terms and conditions set out in this Facilitation Agreement.

**Important: Please note that if, subject to the terms of this Facilitation Agreement, an Adviser Charge or any part of it is stopped, unpaid or is re-credited to your Plan, you may remain financially liable to reimburse your Financial Intermediary for their services provided to you. You should check the terms of your agreement or arrangement with your Financial Intermediary.**

The terms and conditions relating to this Facilitation Agreement are set out on the following page and are important. You should take time to read them before you sign and complete this form. If you are uncertain about any aspect of this Facilitation Agreement or how to complete it, you should discuss this with your Financial Intermediary or any other professional adviser acting on your behalf.

You should retain a copy of this Facilitation Agreement for your records.

### Terms explained

Read below for an explanation of some of the terms in this Facilitation Agreement.

**Adviser Charge** means a charge to be paid to your Financial Intermediary who has provided you advice and/or related services in connection with your Plan.

**Facilitation Agreement** means an agreement between you and Just setting out our rights and obligations in respect of the facilitation of an Adviser Charge.

**Financial Intermediary** means the Financial Intermediary named in this Facilitation Agreement.

**Just, we, us or our** means Just Retirement Limited.

**Just Plan or the Plan** means the plan being applied for.

**Source Fund** means the monetary amount received by us (less any tax-free lump sum and any taxable lump sum) to calculate the Adviser Charge.

**You, your** means the Plan holder.

## Terms and conditions of the Facilitation Agreement

### Payment of the Adviser Charges

We will pay to your Financial Intermediary the Adviser Charge in accordance with this Facilitation Agreement. The Adviser Charge that you have agreed to pay your Financial Intermediary is a matter between you and your Financial Intermediary and is not a payment for any services provided by your Financial Intermediary to us. We do not assess the suitability or amount of the Adviser Charge you have agreed to pay.

We will deduct the Adviser Charge just before or after the Source Funds are invested in our Plan. The Adviser Charge is in addition to any charges specified in respect of your Plan.

We will act only in accordance with your instruction in respect of the payment of Adviser Charges, except where your Financial Intermediary is asking us to reduce or stop paying any Adviser Charge. We will not extend or increase Adviser Charges without your instruction.

If after reasonable efforts on our part, we have been unable to make payments of any Adviser Charge to your Financial Intermediary, we will notify you. Adviser Charges already deducted but unpaid to your Financial Intermediary will be re-credited back to your Plan.

We will not be able to provide a refund of the Adviser Charge, except in the case of cancellation as described in the section of this Facilitation Agreement entitled 'Cancelling Your Just Plan'. Any entitlement to a refund of an Adviser Charge is a matter strictly between you and your Financial Intermediary and we will not get involved.

We will not pay interest to you or your Financial Intermediary for the non-payment or late payment or on a refund of an Adviser Charge. We will not pay an Adviser Charge in advance of your receiving a service from your Financial Intermediary.

We may ask you to check the information that we provide to you and bring it to our attention if you believe there are any errors or omissions.

### Cancelling your Just Plan

When you take out your Plan, you will have a period of time during which you can change your mind by cancelling your Plan ('Cancellation Period'). If you decide to cancel your Plan during this Cancellation Period, we will reclaim any tax-free lump sum, taxable lump sum and payments made and return the Source Funds. In these circumstances, we will reclaim any Adviser Charge credited to your Financial Intermediary. You may remain liable to reimburse your Financial Intermediary for their services rendered to you. You should check the terms of your agreement or arrangement with your Financial Intermediary.

### Just's Rights to Stop Payment of any Adviser Charges

In certain circumstances, we may stop the payment of all or part of an Adviser Charge and we will endeavour to notify you as soon as possible of the action we have taken. These circumstances include:

- a) if we no longer have a business relationship with your Financial Intermediary
- b) if we reasonably believe that the payment of the Adviser Charge would be in breach of any relevant laws or regulations
- c) if we reasonably believe that your Financial Intermediary was not appropriately authorised by the Financial Conduct Authority or exempt from authorisation under the Financial Services and Markets Act 2000 or any replacement regulator at the time of providing you with advice or services in relation to your Plan
- d) if your Financial Intermediary ceases to trade
- e) if we believe your Financial Intermediary may be insolvent, or
- f) if we terminate our services to facilitate Adviser Charges.

Adviser Charges that have already been deducted but not yet paid will be re-credited to your Plan.

If there is insufficient value in your Plan to pay an Adviser Charge in full, we will make a partial payment to the extent possible. We will not seek to pay any shortfall in the payment of an Adviser Charge from your Plan under this Facilitation Agreement.

You may remain liable to pay any shortfall of Adviser Charge to your Financial Intermediary and you should check the terms of your agreement or arrangement with your Financial Intermediary.

### Third party rights

This Facilitation Agreement does not give any rights to any person other than you and us. No other person shall have any rights to rely on any terms under this Facilitation Agreement. You and we may amend or cancel this Facilitation Agreement without reference to, or the consent of, any other person.

### Law

This Facilitation Agreement will be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising from this Facilitation Agreement.

## ADVISER CHARGES

I confirm that any Adviser Charge paid on my behalf by Just for the advice and services:

- is wholly connected to the purchase of the Plan, and
- is appropriate to the advice and services provided to me by my Financial Intermediary in relation to the purchase of the Plan.

The Adviser Charge you have instructed us to pay in the box below will be deducted proportionately from the Source Funds in your Plan. Please complete this section:

Monetary amount £  or Percentage of source funds  %

Inclusive of VAT if applicable.

## FINANCIAL INTERMEDIARY DETAILS

Trading Name of Financial Intermediary

Financial Services Register number  
(Principal's Financial Services Register  
number if applicable)

If you opt to pay the Adviser Charge using a percentage calculation, the actual Adviser Charge will depend on the value of Source Funds received.

## INSTRUCTION TO PAY ADVISER CHARGES

I hereby instruct Just to pay the Adviser Charges on the basis set out above and in accordance with the terms and conditions of this Facilitation Agreement.

Name of Pension  
Scheme Member

Signature of Pension  
Scheme Member

Date

If the Plan is being purchased by a Trustee or a Scheme Administrator on behalf of a pension scheme, the trustee/scheme administrator must also sign here to indicate their consent to the terms and conditions of this Facilitation Agreement:

Signature of Trustee /  
Scheme Administrator

Date

Once the form is completed send it to:

The Administration Manager, Just, Enterprise House, Bancroft Road, Reigate, Surrey RH2 7RP.

## FOR MORE INFORMATION

Call: **01737 233 297**

Lines are open Monday to Friday, 8.30am to 5.30pm  
Please note your call may be monitored and recorded  
and call charges may apply.

Email: **support@wearejust.co.uk**

Or visit our website for further information: **wearejust.co.uk**

Just is a trading name of Just Retirement Limited. Registered Office: Enterprise House, Bancroft Road, Reigate, Surrey, RH2 7RP. Registered in England and Wales under company number 05017193. Just Retirement Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Rated Excellent on  Trustpilot



January 2024

**FT** ADVISER

