

Deed in relation to the past business of a predecessor firm

Date of Deed (dd/mm/yyyy)

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Made by (insert name of applicant) (referred to in this Deed as the "successor firm")

Harrington Cooper 2025 LTD

Introduction:

- (A) The business of **Harrington Cooper LLP** [insert name(s) of predecessor firm(s) or business(es)] (referred to in this Deed as the "predecessor firm") is passing to the successor firm.
- (B) The FCA needs to ensure that the regulatory obligations of the predecessor firm, in particular its liabilities and obligations in respect of past regulated activities and services, are accepted by the successor firm.
- (C) The successor firm records its acceptance of those regulatory obligations by executing this Deed.

THIS DEED WITNESSES THAT:

1. Interpretation

1.1 In this Deed –

"FCA" means the Financial Conduct Authority and any successor organisation which is or becomes responsible for regulating the regulated activities or services comprised in the relevant business;

"claim" means an action (whether past, present or future, actual or contingent) which—
(a) is, has been, or may be brought by a consumer in a court of law, tribunal or otherwise (and, for the avoidance of doubt, includes the making of a complaint to the Financial Ombudsman Service and the bringing of a claim to the Financial Services Compensation Scheme);

(b) relates to the acts or omissions of the predecessor firm or any firm for which the predecessor firm itself accepted responsibility; and

(c) is in respect of the regulated activities or services of the predecessor firm or any firm for which the predecessor firm itself accepted responsibility;

"complaint" means any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a financial service or a redress determination (as defined in the Handbook), which:

(a) alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience; and

(b) relates to an activity of that respondent, or of any other respondent with whom that respondent has some connection in marketing or providing financial services or products, which comes under the jurisdiction of the Financial Ombudsman Service, and includes,

(i) under all jurisdictions of the Financial Ombudsman Service, part of a complaint, and

(ii) under the Compulsory Jurisdiction, all or part of a relevant complaint;

"consumer" has the same meaning as in section 404E of FSMA;

"Financial Ombudsman Service" means the scheme operator operating the ombudsman scheme pursuant to Part XVI of FSMA;

"Financial Services Compensation Scheme" means the scheme manager of the compensation scheme established under Part XV of FSMA;

"firm" means a person who is carrying on, or has carried on, regulated activities and services;

"FSMA" means the Financial Services and Markets Act 2000 (c. 8);

"Handbook" means the FCA's handbook of rules and guidance;

"Part 4A permission" has the same meaning as in section 55A(5) of FSMA;

"regulated activity" is an activity which is regulated for the purposes of section 22 of FSMA and any other activity which falls within the compulsory jurisdiction of the Financial Ombudsman Service from time to time;

"relevant business" means the business of the predecessor firm which is passing to the successor firm (including the business of any other firm for which the predecessor firm accepted responsibility, where such business is passing to the successor firm);

"services" means a service within the meaning of section 404E(2) of FSMA.

- 1.2 The predecessor firm shall be considered to have accepted responsibility for another firm ("B") where the predecessor firm has accepted responsibility and/or liability for the acts and omissions of B in respect of B's regulated activities and services and the predecessor firm shall also be considered to have accepted responsibility for any firms for which B itself accepted such responsibility and/or liability.
- 1.3 The Interpretation Act 1978 applies to this Deed, so (unless the contrary intention appears):
- (a) the singular includes the plural, and the plural the singular;
 - (b) the masculine includes the feminine; and
 - (c) a reference to a statute or a statutory provision is a reference to it as amended from time to time.
- 1.4 Unless the contrary intention appears, a reference to a provision of the Handbook is a reference to it as amended from time to time.

2. Application of the Deed

This Deed shall be binding on the successor firm only if the [change of legal status/authorisation] is granted by the FCA.

3. Acceptance of liability and responsibility

3.1 In relation to the relevant business, the successor firm—

- (a) consents to the FCA, the Financial Ombudsman Service and the Financial Services Compensation Scheme treating the regulated activities and services carried on by the predecessor firm (and any firm for which the predecessor firm accepted responsibility) as the regulated activities and services carried on by the successor firm; and
- (b) undertakes to treat the regulated activities and services of the predecessor firm (and any firm for which the predecessor firm accepted responsibility), as if it had itself carried on those regulated activities and services.

3.2 In relation to the relevant business, the successor firm also accepts:

- (a) responsibility jointly and severally with the predecessor firm for the acts and omissions of the predecessor firm (and any firm for which the predecessor firm accepted responsibility) in carrying out such regulated activities and services; and
- (b) liability jointly and severally with the predecessor firm for any damages or other award (including a direction) and any sums due under an agreement or settlement in respect of those acts and omissions, whether such liability arises in contract, in tort or otherwise, and whether it is past, present or future, actual or contingent.

3.3 In particular, the successor firm expressly covenants that it will accept liability, jointly and severally with the predecessor firm, for any judgments or awards of a court, tribunal or otherwise (including in relation to the Financial Ombudsman Service) against the predecessor firm (or any firm for which the predecessor firm accepted responsibility) that—

- (a) are pending or existing; or
- (b) may result from proceedings that have already commenced, are in contemplation or may commence in the future,

whether or not the successor firm is, was, or will be involved in the proceedings.

3.4 For the avoidance of doubt, the liabilities in clauses 3.2 and 3.3 include liabilities admitted by the predecessor firm or liabilities arising under any compromise or settlement of a claim by the predecessor firm.

3.5 Without prejudice to the generality of clause 7, this clause is an agreement made for the benefit of, and is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by, any consumer, who has brought or who has the right to bring a claim relating to the acts or omissions of a predecessor firm in respect of regulated activities or services.

4. Past business reviews

4.1 Insofar as it is related to the relevant business, the successor firm undertakes—

- (a) that it shall carry out and complete any required past business review into the regulated activities and services of the predecessor firm or any firm for which the predecessor firm accepted responsibility; and
- (b) to meet the costs of providing redress to any person to whom such redress may be due.

4.2 For the purposes of sub-clause 4.1(a) above, a past business review includes (but is not limited to) a consumer redress scheme under section 404 of FSMA, a scheme which corresponds, or is similar, to a consumer redress scheme for the purposes of section 404F(7) of FSMA, and the review of any pension business conducted by a firm in line with the provisions of a deemed scheme under section 404 of FSMA.

5. Rights of consumers

Where a consumer brings a claim relating to the relevant business, the consumer has the same rights against the successor firm as he has or but for this Deed would have had against the predecessor firm (or any firm for which the predecessor firm accepted responsibility) in a court of law, tribunal or otherwise.

6. Financial Ombudsman Service

6.1 Notwithstanding the generality of clause 0, where a consumer brings a claim relating to the relevant business to the Financial Ombudsman Service—

- (a) the successor firm consents to the Financial Ombudsman Service having the same jurisdiction and powers in relation to the successor firm alone or jointly with the predecessor firm as if the successor firm had been the predecessor firm (or any firm for which the predecessor firm accepted responsibility) and as if the claim had been made against the predecessor firm (or any firm for which the predecessor firm accepted responsibility); and
- (b) the successor firm agrees to act in accordance with the provisions of the Handbook relating to the handling of complaints as if the claim had been made against the predecessor firm (or any firm for which the predecessor firm accepted responsibility).

6.2 Where an award is made by the Financial Ombudsman Service against the successor firm in respect of a claim relating to the relevant business, the successor firm agrees to act in accordance with the Handbook and FSMA in relation to compliance with such awards as if the claim was a complaint made against the predecessor firm (or any firm for which the predecessor firm accepted responsibility).

6.3 Where an award is or has been made by the Financial Ombudsman Service against the predecessor firm in respect of a claim relating to the relevant business, the successor firm agrees, without prejudice to any of its other obligations as set out in the Deed, to act in accordance with the Handbook and FSMA in relation to compliance with such awards, whether or not the successor firm was involved in the proceedings.

6.4 The successor firm undertakes to pay such case fees as may be prescribed in respect of a claim brought by a consumer to the Financial Ombudsman Service in relation to the relevant business as if the successor firm had been the predecessor firm (or any firm for which the predecessor firm accepted responsibility) and as if the claim had been made against the predecessor firm (or any firm for which the predecessor firm accepted responsibility).

7. Enforceability

This Deed is entered into for the benefit of, and is enforceable by, the FCA, the Financial Ombudsman Service, the Financial Services Compensation Scheme and any consumer who has brought or who has the right to bring a claim relating to the acts or omissions of a predecessor firm in respect of regulated activities or services, whether under the Contracts (Rights of Third Parties) Act 1999 or by any other common law or statutory means of a third party taking benefit and enforcing any aspect of this Deed.

8. Scope of Part 4A permission

The successor firm applies for, and accepts that the FCA may attach, a requirement to its Part 4A permission under section 55L of FSMA providing that the successor firm is obliged to abide by the terms of this Deed.

9. Disclosure of Deed

The successor firm consents to the FCA bringing this Deed to the attention of the Financial Ombudsman Service, the Financial Services Compensation Scheme, consumers and other third parties whether by publication on the FCA's website and/or other communication methods.

10. Duration

Subject to clause 11, this Deed shall continue to have effect.

11. Variation and termination

This Deed shall only be varied, amended, terminated or rescinded with the prior written consent of the FCA.

12. Governing law

This Deed is governed by and in accordance with the laws of England.

13. Valid execution of the Deed

- 13.1 The successor firm understands that this Deed constitutes part of its application for change of legal status and confirms that this Deed is validly executed and that any and all necessary authorities and resolutions have been properly obtained.
- 13.2 The successor firm understands that it is a criminal offence to knowingly or recklessly give the FCA information that is false or misleading in a material particular.

EXECUTION

This Deed is EXECUTED AS A DEED, and DELIVERED on the date of this application by **Harrington Cooper 2025 LTD** [Insert name of successor firm] and:

Signed on its behalf by:

Full Name (Print) HARRY DICKINSON
Signature [Signature]
Date 03/09/2025
Position and occupation DIRECTOR
(
(
Address(25 LAWRENCE ROAD
(
(RICHMOND
(
(TW10 7LW

In the presence of:

Full Name (Print) PIYUSH RAMANSHAI PATEL
Signature [Signature]
Date 03/09/25
Position and occupation COMPLIANCE OFFICER
(
(29 WOODSIDE PARK ROAD
Address(LONDON
(
(N12 8RT

Signed on its behalf by:

Full Name (Print) EDWARD HIGGIN
Signature [Signature]
Date 03/09/2025
Position and occupation DIRECTOR
(
(65 RUSTHALL AVENUE
Address(LONDON
(
(W4 1BN

In the presence of:

Full Name (Print) PIYUSH RAMANSHAI PATEL
Signature [Signature]
Date 03/09/2025
Position and occupation COMPLIANCE OFFICER
(
(29 WOODSIDE PARK ROAD
Address(LONDON
(
(N12 8RT