

Client Preference Ready Badge

Terms and Conditions

Version: 1.0

Last updated: January 2026

These Terms and Conditions (the **Terms**) govern the application for, assessment, award, holding and use of the *Client Preference Ready Badge* (the **Badge**).

By submitting an expression of interest, assessment materials or otherwise participating in the Badge process, the applying firm agrees to be bound by these Terms, together with the published *Assessment Criteria & Methodology*, *Assessment Checklist*, *Frequently Asked Questions* and *Badge Usage Guidance* (together, the **Badge Materials**). "Usage Guidance" refers to the usage provisions set out in the *Assessment Criteria & Methodology* and these Terms.

1. Definitions

For the purposes of these Terms:

- **Badge** means the Client Preference Ready Badge.
- **Firm** means the advice firm applying for or holding the Badge.
- **In ACCORD** means ESG Accord Ltd trading as In ACCORD.
- **Assessment** means the process by which a Firm is evaluated against the published *Assessment Criteria & Methodology* and *Checklist*.
- **Award** means formal confirmation by In ACCORD that a Firm has met the mandatory criteria and may use the Badge.
- **Usage Guidance** means the published rules governing how the Badge may be displayed and described.

2. Purpose and nature of the Badge

2.1 The Badge recognises advice firms that have evidenced a structured, consistent and neutral approach to understanding, recording and evidencing client investment preferences and objectives as part of their advice process.

2.2 The Badge is awarded at **firm level**, not to individual advisers.

2.3 The Badge is **process-based, not outcome-based**. It assesses how client preferences are identified, documented and considered, not the investment solutions recommended.

2.4 The Badge is designed to align with existing regulatory expectations, including the FCA's Consumer Duty, by strengthening how client understanding, informed choice and suitability are evidenced in practice. It does not create new regulatory requirements.

2.5 The Badge does **not**:

- assess investment performance, fund selection or portfolio construction;
- assess ESG expertise, sustainability credentials or ethical positioning;
- constitute regulatory approval or endorsement;
- replace or override a Firm's regulatory obligations.

2.6 The Badge must not be described or presented as a sustainability label, ESG rating, ethical certification or guarantee of consumer outcomes.

3. Eligibility

3.1 The Badge is open to UK-regulated advice firms that provide investment advice and wish to evidence a structured approach to client preference conversations.

3.2 Firms seeking a sustainability accreditation, ESG rating, marketing label or product endorsement should not apply.

3.3 In ACCORD reserves the right to decline an application where it considers that the Badge is not appropriate for the Firm or where the Firm's objectives are clearly misaligned with the purpose of the Badge.

4. Application and assessment

4.1 Firms must select an appropriate assessment option (self-assessment, verified assessment or network-assured assessment) and complete the relevant assessment checklist.

4.2 All information, statements and evidence submitted must be accurate, complete and provided in good faith to the best of the Firm's knowledge.

4.3 Evidence submitted must be anonymised and redacted of all client-identifiable information. The Firm is solely responsible for ensuring appropriate redaction.

4.4 The Assessment is a proportionate, process-based verification exercise. It is **not** an audit, compliance inspection or regulatory review.

4.5 In ACCORD may request clarification, additional information or limited further evidence where this is reasonably required to confirm alignment with the criteria.

5. Firm responsibilities and declarations

By applying for the Badge, the Firm confirms that:

- it has authority to submit the application on behalf of the Firm;
- it has read and understood the Badge Materials;

- it will notify In ACCORD promptly of any material change that could affect continued eligibility;
- it understands that holding the Badge does not provide regulatory immunity or safe harbour;
- it remains fully responsible for compliance with all applicable regulatory requirements, including Consumer Duty.

6. Award, duration and renewal

6.1 Where a Firm meets all mandatory criteria, In ACCORD will issue formal confirmation of Award.

6.2 The Badge is valid for **24 months** from the date of Award.

6.3 Renewal is not automatic. Firms must confirm that relevant processes remain embedded and may be required to submit updated evidence where changes have occurred.

6.4 In ACCORD reserves the right not to renew the Badge where the Firm no longer meets the criteria.

7. Use of the Badge

7.1 The Badge may only be used once the Award has been formally confirmed.

7.2 Firms must use the Badge strictly in accordance with the Usage Guidance.

7.3 All references to the Badge must be factual, proportionate and not misleading.

7.4 The Badge must not be used to:

- imply regulatory approval or endorsement;
- suggest superior investment performance;
- compare or rank firms;
- replace or shortcut suitability explanations.

7.5 In ACCORD may require a Firm to amend or remove Badge usage that it considers misleading or inappropriate.

8. Monitoring, review and withdrawal

8.1 In ACCORD may monitor Badge usage and periodically review continued eligibility.

8.2 In ACCORD may suspend or withdraw the Badge where:

- the Firm no longer meets the mandatory criteria;
- the Badge is misused or presented misleadingly;
- materially false or misleading information was provided during Assessment;
- the Firm fails to cooperate with reasonable review requests.

8.3 Where the Badge is withdrawn, the Firm must immediately cease all use of the Badge.

9. Changes in circumstances

The Firm must notify In ACCORD without undue delay where there is a material change that could reasonably affect continued eligibility for the Badge.

Examples of material change may include (without limitation):

- a change to the Firm's advice model or investment proposition;
- significant changes to onboarding, fact-finding or suitability processes;
- a change in ownership, network affiliation or appointed representative status;
- removal or material alteration of firm-wide preference documentation or training.

Notification does not automatically result in withdrawal but allows proportionate review to protect the integrity of the Badge.

10. Data and confidentiality

10.1 In ACCORD will treat application materials as confidential.

10.2 In ACCORD may use anonymised and aggregated data derived from applications for industry research, reporting and insights.

10.3 No firm-identifiable or client-identifiable information will be published without explicit consent.

10.4 Where a Firm is awarded the Client Preference Ready Badge, In ACCORD may share confirmation of the award (including the Firm's name and badge status) with In ACCORD's Accord Initiative Partners. This sharing is limited to confirmation of award status only and does not include assessment materials, evidence submitted, or any client-identifiable information.

11. Intellectual property

11.1 All intellectual property rights in the Badge remain the property of ESG Accord Ltd.

11.2 Awarded Firms are granted a limited, non-exclusive, revocable licence to use the Badge in accordance with these Terms and the Usage Guidance.

11.3 The Badge must not be altered, rebranded or incorporated into derivative marks.

12. Liability and disclaimers

12.1 The Badge does not constitute regulatory advice, legal advice or compliance assurance.

12.2 In ACCORD accepts no liability for a Firm's regulatory compliance, advice outcomes or client decisions.

12.3 Nothing in these Terms limits liability where such limitation is not permitted by law.

13. Amendments

In ACCORD may amend these Terms *and the* Badge Materials from time to time. Updated Terms and Badge Materials will be made available to participating Firms. Continued use of the Badge constitutes acceptance of the updated Terms and Badge Materials.

14. Governing law

These Terms are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

15. Acceptance

Submission of an application or assessment materials constitutes acceptance of these Terms and the Badge Materials in full.

Find out more, ask a question:

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