

## CLIENT AGREEMENT

1. This document sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
2. The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by you or us, or replaced by a later version.
3. Candid Financial Advice Limited is authorised & regulated by the Financial Conduct Authority (FCA) under number 630986. You can check this on the FCA's Register by visiting the FCA's website at <http://www.fca.org.uk/register> or by contacting the FCA at 25 the North Colonnade, Canary Wharf, London.E14 5HS or telephone 0800 111 6768 (freephone).
4. Your adviser is **independent** and acts on your behalf as your agent. Your Adviser is therefore able to provide unbiased unrestricted advice on retail investment products based on a comprehensive and fair analysis of the market.
5. We are permitted to give advice on retail investments and general insurance and arrange transactions in these products. For retail investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.
6. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.
7. You hereby acknowledge that in the event of the firm assisting you in the completion of any investment or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the insurance, investment or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated investment objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.
8. We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.
9. We will outline from the outset whether our advice will cover your entire financial planning needs or whether it will focus on a specific area giving consideration to any restriction you place on what advice you want.

10. We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

## CUSTOMER CLASSIFICATION OF YOU

11. The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

## THE COST OF OUR SERVICES

12. You will pay for our services by a fee, paid directly to us, via product charging or a combination of the two. We will discuss your payment options with you and answer any questions you have.

We will not charge you until we have agreed with you how we are to be paid and the amount(s).

For payment options relating to investment advice, please refer to paragraph 13. For payment options relating to insurance advice please refer to paragraph 14. Value added tax may be payable on some or all of the work we do. We will inform you if VAT is applicable. If you fail to pay our fee we will terminate our relationship.

## Investment Advice

13. We provide our services on a fee basis comprising two components:

### Initial advice fee

This covers the cost of us providing initial advice, including all necessary conversations, correspondence, administration and research. We will provide you with a comprehensive written report and handle the necessary administration to implement our recommendations. Unless agreed otherwise, the fee will only be charged should you proceed with our recommendations.

Where extensive analysis is required before we can provide advice, for example in the case of certain pension transfers, we may charge a fixed fee to help cover our time. This will be agreed with you in advance and is fully refundable should you proceed with our advice.

### Ongoing service and advice fee

This covers the cost of us providing ongoing advice and service relating to our initial recommendations, including pro-actively monitoring your investments and products with ad-hoc recommendations as necessary, carrying out a comprehensive annual review, sending you regular relevant commentary, carrying out required administrative tasks and answering any questions you may have.

Our fee is charged on a percentage basis on the sum invested to fairly reflect the amount of work involved. We will confirm the rate that will apply in writing after an initial conversation to discuss your situation and requirements, but the range is as follows:

Initial fee:	Up to 1.00%
Ongoing fee:	0.10% - 0.60% p.a.

Where an hourly fee is more appropriate for the work involved, this will be charged at a rate of £125 per hour and agreed with you in advance.

### Your payment options

You can either pay our fee directly, via cheque or bank transfer, or opt to pay it via a deduction from your investments. You can also pay using a

combination of the two options, to suit you and agreed at outset.

When paid directly to us the ongoing fee will be calculated and payable at the outset and thereafter on an annual basis. Should you cease being a client of the firm then any ongoing fee paid in advance will be refunded on a pro-rata basis.

When paid via product or investment charges the ongoing fee will normally be calculated and paid on a monthly basis.

### **Pure Protection Advice**

14. We provide our services on a fee basis. After an initial discussion, for which there is no charge, we will provide a fixed quote for the work involved based on an hourly rate of £125. We don't accept sales commission or other payments from product providers or other intermediaries. All quotations and advice will be on a zero commission basis, which normally reduces the cost of the premiums you pay.

### **CLIENT MONEY**

15. For your additional security **we do not handle client's money**. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the product provider(s) concerned.

### **ACCOUNTING TO YOU**

16. We will make arrangements for all your investments policies and/or contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your investments policies and/or contracts as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will

normally hold each document until the series is complete and then forward them to you.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

17. We subscribe to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website [www.fscs.org.uk](http://www.fscs.org.uk). As at December 2014, the limits are:

#### **Investment**

Most types of investment business are covered for 100% of the first £50,000.

#### **Insurance**

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

### **COMPLAINTS**

18. If you should have any complaint about the advice you receive or a product you have bought please write or call **Justin Modray at Candid Financial Advice Limited, 95a High Street, Thame, Oxon OX9 3EH. Telephone Number 0203 397 7280.**

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); South Quay Plaza, 183 Marsh Wall, London E14 9SR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

### **CANCELLATION RIGHTS**

19. The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction.

## MATERIAL INTERESTS

20. We are not connected to any product provider, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
21. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

## RISK WARNINGS

22. Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

**The value of investments may go down as well as up, and you may not get back the amount invested.** Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you. Non-readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value.

For insurance products, **your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.**

## TERMINATION OF AUTHORITY

23. You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to

termination and any fees which may be outstanding.

## DATA PROTECTION AND MONEY LAUNDERING

24. We are registered under the Data Protection Act 1998. You acknowledge and understand that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs. We confirm that this information will not be used or transferred to any other firm, company, entity or person (with the exception of product providers during the application process) without your consent or as may be required by law. We may also provide information to the FCA upon request. We will never pass your information on to third parties for marketing purposes.
25. We cannot be held responsible for the information held on your file being inaccurate due to your failing to inform us of a change of circumstances.
26. Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. You agree that this information may be transferred electronically, (e.g. e-mail). You also agree that we or any such third party may contact you in future by any means of communication which we or they consider appropriate at the time.
27. We keep records of our business transactions with you for at least six years.
28. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, which we carry out electronically via a third party service. We reserve the right to approach third parties and to delay any of your applications until adequate verification of identity has been obtained.

## GOVERNING LAW AND JURISDICTION

### 29. LIABILITY

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

30. We reserve the right to amend this agreement at our discretion where changes in regulation or law

necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

31. Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

## CLIENT'S CONSENT

32. **This is our client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.**

I/We understand and consent to the terms of this client agreement and I/We hereby authorise the transfer of information, as described above, on a confidential basis when warranted between such third parties.


I/We authorise you to liaise with My/Our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

I/We are entering into this agreement with the firm intention of Candid Financial Advice interacting between product providers and Me/Us with a view to arranging the purchase any products recommended. I/We understand that failure to proceed with this purchase may lead to the cost of the advice being subject to VAT should Candid Financial Advice still elect to charge Me/Us.

I/We agree that this Client Agreement will come into effect from the date below.

Client Name:	Client Signature:
Client Name:	Client Signature:
Date of Acceptance:	

Signed for and on behalf of the firm:

Adviser: <b>Ian Millward</b>
Signature: 
Date of Issue: