

Retail Client Agreement



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FINANCIAL & WEALTH MANAGEMENT

INTRODUCTION

This document sets out the terms under which we will provide our services to you, so it is important that you read it carefully. If there is something you do not understand please ask us to explain it.

This document constitutes our Terms of Engagement. Any reference to 'you', 'your' or 'The Client' refers to the client name(s) stated in the 'Acceptance' page detailed at the end of this document.

AUTHORISATION

FTA Financial & Wealth Management Limited (the 'Firm') is an Appointed Representative of ValidPath Limited which is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 197107. FTA Financial & Wealth Management provides 'whole of market' advice in relation to investments, pensions and non-investment protection contracts and has considerable skill, knowledge and experience in this field.

The Client wishes to engage the Firm to provide financial advice, and the Firm agrees to accept this engagement based on the terms set out in this Agreement.

All advice given and recommendations made will be confirmed by us to you in written form, but only after we have assessed your needs and considered your financial objectives and attitudes to any risks that may be involved. We will also take into account any restrictions that you wish to place on the types of products that you would be willing to consider.

The Financial Conduct Authority is the independent watchdog that regulates financial services.

ValidPath Limited's permitted business is investment, protection, pensions and mortgage intermediation. FIRM NAME is regulated in the United Kingdom. You can check this on the FCA's Register by visiting the FCA's website www.FCA.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad. They are open Monday to Friday, 8am-6pm, and Saturday 9am-1pm.

OBLIGATIONS

The Firm shall initially provide to the Client the services set out in this document, and in turn any services set out and agreed to in the suitability letter/recommendation report that will be issued separately. In consideration of us providing you with this service, you agree to comply with the Terms outlined in this Agreement.

You shall give us instructions in writing (which may include email at our discretion). Also, at our discretion, we may accept verbal instructions provided that they are confirmed in writing. We shall not affect any transaction on your behalf, save that it is supported by your written instructions.

CLIENT CLASSIFICATION

Each client with whom the firm does business is categorised in order to identify the level of regulatory protection. We propose to classify you as a 'Retail Client' for Investment purposes. This will provide you with the highest level of protection under the regulatory system as well as allowing you access to the Financial Ombudsman Service (FOS). You will be treated as a Retail Client unless you are advised by us prior to any business being transacted.

Unless clearly stated in writing to the contrary, it is our understanding that you forever intend to reside in the United Kingdom, and you will advise us immediately if you are considering moving abroad.

OUR SERVICES

We provide independent and whole of market advice for all clients.

Investments and Pensions – we will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based upon a comprehensive and fair analysis of the market.

Insurance – we will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Mortgage/Loan protection, Critical Illness, Income Protection & Private Medical Insurance.

Please see below for a list of the services provided by our firm:

Service	Description
Investments and savings	Helping you save and harness your wealth by using the best investment opportunities tailored to your objectives and risk profile.
Portfolio management	Portfolio monitoring, rebalance of asset allocation, proactive agreed fund switches and written portfolio valuations upon client request.
Discretionary fund management	Introduction to expert discretionary fund managers to provide active management of your portfolio. You may need to sign a separate terms of business with discretionary fund managers if recommended.
Inheritance tax & estate planning	Assess any potential inheritance tax liability. Discuss main exemptions and strategies from all sources. Associated Wills, trusts and power of attorney advisers.

Taxation planning	Working with your accountant / associated professional connections to put you in the optimal tax positions.
Pensions	Pensions advice / review / consolidation. Helping you get the most out of your pensions and tax reliefs on savings.
Retirement planning	Helping with your exit and retirement plan and how to best use your wealth to provide the retirement you desire.
Cash flow forecasting	Full financial review with analysis of expenditure and income to target capital returns available and required at any future point in time.
Protection planning	Ensure personal / family / business / mortgage protection, including critical illness, income protection, private medical insurance, is adequate and appropriate.
Employer/employee benefit review	Pensions / life cover / shareholder protection / group death in service / group critical illness cover / group private medical insurance – ensure all directors / staff are benefitting and the premiums paid are value for money.
Ongoing services - remove the hassle	Take the complexity and hassle out of administering your financial life. We can act as agent to process correspondence, updates, changes and help manage your policies so they remain the most suitable for you.

We offer an initial discussion without charge, at which we can discuss your needs and objectives and describe our services and remuneration options. If you decide to go ahead, we will:

- Gather and analyse relevant personal financial information about you, your needs, aims and objectives.
- Carefully assess your attitude to risk, and capacity to tolerate it;
- Recommend and discuss with you any actions we think you should take, agree a course of action, and implement the necessary provisions to support your objectives.

With regards to investments that we have arranged for you, our general practice is to provide an ongoing review service, which will take the form of updated information plus an invitation to a review meeting (once or twice a year, depending on service level). We may also contact you in the future to discuss the relative merits of an investment or service which we feel may be of interest to you following our initial recommendations, if we feel this is applicable. We will be pleased to advise you at any time you ask and the remuneration basis for the advice will be on the terms applying at that time.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability letter to confirm our recommendation, within which will hold your stated objectives and acceptable level of risk. Unless otherwise confirmed we will assume that you do not wish to place any restrictions on the advice that we give you, and that the level of risk acceptable to you remains unchanged to that initially stated.

Investment products all carry some risk whereby their value and any income derived from them can go down as well as up. No guarantees are given by us either expressly or by implication on the future performance of any investment, and past performance should not be taken as any indication of future prospects. You are advised that, because the value of investments can fall as well as rise, you may not get back the full amount invested.

We will also arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete and then forward them to you.

OUR FEES AND CHARGES

We provide a free and no-obligation initial consultation, which includes a review of existing policies, situation, and a presentation of a plan for advice. Following this you decide if you would like us to provide chargeable advice services to you.

The way we are paid for our services may depend on the type of advice given. Typically, this will be:

- **Investment business:** fees agreed and paid by you. A report fee is agreed upfront, then implementation fees agreed before implementation of advice, once recommendation report has been issued and you have decided what you would like to do.
- **Insurance business:** fees agreed and paid by you or commission payable by the insurance provider, which is a percentage of the total annual premium. No report fee payable, research conducted free of charge. Fee for advice agreed by you before implementation.

More details on these options and how they are paid is found in the following sections on initial and ongoing charges.

Report Fees

When we provide formal advice to you, it will be detailed in a recommendation report. Before we proceed with the research and construction of the advice, we will require an agreement signed for you to agree to the relevant report fee. If you choose not to proceed with any of our advice, then only the report fee is payable. If you proceed with advice, we aim to waive the report fee upon implementation, where the advice fees total more than the agreed report fee.

Report Type	Report Fee
Overview/Holistic Financial Planning Report	£999
NHS Pension Report Fee	£799*
Review of Current Investments / Pensions Report	£699
Research Lump-Sum / Regular Investment Report	£499
Report not covered by Ongoing Service	£399 minimum

*If complex calculations are required for annual allowances, schemepays etc., we reserve the right to charge additional fees for this work, which will be declared prior to commencement.

Implementation Fees

Our implementation fees charged for new investment and transfer advice is based on a percentage of the total sum invested/transferred. Your charges are detailed in your written report alongside the full recommendations before you decide what you would like to implement.

The tiered implementation fee structure is shown below:

Investment/Transfer Sum	£0 - £50,000	£50,000 - £150,000	£150,000 - £500,000	£500,000 - £1 million	£1 million +
Implementation Fee	4%	3%	2%	1.5%	1%

Implementation fees for top-ups to existing investments will have a 50% reduction applied to the fees quoted above. This is applicable if you are on a paid ongoing service plan.

Implementation fees for investment into Enterprise Investment Schemes and Venture Capital Trusts will have an additional 1% fee applicable.

Please note that for personal pension contributions, our initial fees are applicable to the gross contribution, including any tax-credit added at source.

Fees For Other Services

The advice and implementation of the below financial services carry a different charging structure:

Pension Drawdown Commencement Or Establish New Annuity	2% of crystallised value (after tax-free lump sum is taken) £3,000 Total Drawdown/Annuity Fee Cap for clients under ongoing service
Establish Regular Pension/Savings Plan	15% of first year's premiums (subject to £499 minimum fee)
Placing an Investment/Protection Policy in Trust	£99 per product/plan
Insurance / Protection	No report Fee applicable Commission payable by the product provider, which will be disclosed fully to you in the Key features documentation provided prior to any sale. Note if commission received by the provider(s) is to be less than £499 total, we reserve the right to invoice you the difference, we will declare this before application.

Ongoing Services

To help you grow your capital, make use of tax-relief allowances, use your capital in the most efficient way and give you the best chance to reach your financial goals, we can provide an ongoing client service.

Any investment products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay for. Any ongoing service will be agreed with you and confirmed in our service agreement. The charge for this service will commence once the investments have been set up under our management and the fee will usually be payable monthly or quarterly and taken as a % of funds under management (direct payment options available too if preferable).

We offer two levels of ongoing service – Gold & Platinum

Please see below for what is included for these services and the costs attached.

	Platinum	Gold
Maintain your file – collation and distribution of documents and correspondence	Y	Y
Policy Administration e.g. change of address	Y	Y
Access to client administration team for information	Y	Y
Benefit from your own financial planner and servicing team	Y	Y
Ongoing expert support and advice	Y	Y
Regular newsletters and market updates	Y	Y
Consolidated valuation and analysis for each review meeting	Y	Y
Half-yearly review meetings	Y	
Annual review meetings		Y
Ongoing review of risk profile, investment strategy, objectives, tax changes etc.	Y	Y
Fund switch and product switch advice provided with no additional charge	Y	Y
Collaboration with your other professional advisers e.g. accountant	Y	Y
Access to our online client portal	Y	Y
Cashflow forecasting analysis	Y	

For clients who are not on a paid ongoing service structure, no structured ongoing advice services will be provided. We will provide basic administration of your policies if registered as the adviser on the policy/plan.

Gold Service

£0 to £200,000	1.0% annual fee applies Minimum fee £500 p.a.
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Platinum Service – applicable from £200,000 funds under management

£200,000 - £500,000	0.75% annual fee applies Minimum fee £1,500 p.a.
£500,000 to £1million	0.60% annual fee applies
£1,000,000 +	0.45% annual fee applies

Family Linking

We work with many families with multiple generations and members all benefiting from our ongoing service. We provide a family discount when multiple family members are clients and link all your holdings together when calculating our ongoing service charge. This can include spouses, parents, children and siblings. If this is applicable for you then we will let you know and confirm the discount as part of our fee disclosures.

Note: When an individual or couple receives a reduced rate for family linking, and their own personal (or as a couple) annual fee is below £500, they will receive Gold service remote advice only.

If their annual fee on the basis above is between £500 and £1000 they will receive full Gold service.

If their annual fee on the basis above is over £1000 they will receive full Platinum service.

To qualify for family linking the annual family fees must be in excess of £1,500. Minimum annual fee for an individual/ couple when using family linking is £300 per annum.

Paying our Charges

You can pay direct or through a deduction from your investments. The best method for you will depend on your circumstances and we can advise accordingly.

- Paying through your products: An agreed charge to be taken from the product, and paid to ourselves by the product-provider, rather than you paying us direct.
- Settling your adviser charge through a single payment: Invoice plus payment by client within 14 days of receipt on completion of work.
- Settling your adviser charge by instalments: Where no ongoing service is being provided, and only where regular premium products are recommended, we offer the facility to pay by instalments through your recommended product. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into the product. These deductions will pay towards settling the adviser charge. These charges could reduce the amount left for investment. If you select this method of payment, we will detail the terms in our advice report.
- Payment for ongoing services: agree % or £ fee paid to our firm out of the product in order to pay for annual review services.

COMMUNICATION

We will communicate with you in English both verbally and written for the sending and reception of orders. Our written communications will take the form of hard copy (paper) correspondence and emails, unless you advise us to the contrary.

DISCLOSURE AND ACCURACY OF INFORMATION

The Client is fully responsible for all disclosures made, and the accuracy of information provided within documentation supplied by the client, which may include Client FactFinds, forms, applications or proposals signed by the Client, notwithstanding any assistance given by the Firm, its staff or advisers. The Firm shall also not be liable for the actions, omissions or defaults of any third parties, whether or not such parties were introduced by the Firm.

CLIENT MONEY

FTA Financial & Wealth Management *does not handle clients' money*. We never accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice, nor do we handle cash.

ADVISER CHARGING (FEES)

For investment work we are remunerated via a methodology called 'Adviser Charging', established by our Regulator.

Our 'Adviser Charge' fees take account of the degree of skill and responsibility involved and the time necessary to complete the work, as well as the value of the work itself. In consideration of the advice and services provided by us, you agree to pay us a fee as outlined in the final 'Acceptance' page of this document. Any further fees and/or amendments to such will be agreed with you before proceeding.

All such charges as specified on the 'Acceptance' page are normally billed on the completion of a piece of work, or on a monthly or quarterly basis as agreed. Our payment terms are 14 days unless we receive payment from a product-provider. We retain a full record of all work undertaken for each client and can render an interim statement at any point in time on request.

The Firm reserves the right to suspend services where fees are not paid in accordance with this Agreement, or where the Client has not acted in accordance with the same. We may exercise our right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if fees are not paid in accordance with agreed credit terms.

ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. For this purpose, we may use electronic identity verification systems, and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

MATERIAL INTEREST AND PROFESSIONAL ETHICS

We will act honestly, fairly and professionally, with a focus on our 'Clients' best interest'. We will be open, honest and transparent in the way we deal with you; we will not place our interests above yours, we will seek to communicate clearly and without jargon, and we will always seek your views in order to best meet your expectations.

If we become aware of a connected party or a conflict of interest in relation to business that we are transacting on your behalf, we shall cease such work and disclose the matter in full to you. However, we do recognise that occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients' conflicts with your interest, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

RIGHTS TO CHANGE OR CANCELLATION

In relation to any specific financial transaction, we will inform you of your statutory right to cancel. The 'Distance Marketing Directive' normally grants you 30 days in which you may cancel a life or pension contract. However, there will be occasions where no statutory rights are granted, and this will be explained before any contract is concluded. If you cancel a single premium (investment) contract, you may be required to pay for any loss you might reasonably incur in cancelling it that is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

The Terms laid out in this Agreement are subject to change from time to time and any new Terms published by us will automatically supersede all others, once a copy has been sent to you, except for changes to our charges and fees which will take effect one month after we have notified you of such changes.

LIMITATION OF OUR RESPONSIBILITY AND LIABILITY

Nothing in these terms detracts from or avoids our responsibility to provide you with suitable advice and service, nor from your right to complain to the Financial Ombudsman. Subject to our duties or liabilities under the Financial Services and Markets Act and the other provisions of these terms, we shall only be liable to you for any loss or damage you may suffer as a direct result of any services which we provide to you to the extent that such loss or damage arises as a result of fraud, negligence, or wilful default by us.

You accept that:

1. We are only responsible for transactions that we advise you to undertake and for which you have paid us our normal agreed implementation fee.
2. Where you are not paying us an ongoing fee for any particular investment, we shall not provide any further advice in relation to that investment or be responsible in any way for the oversight thereof.
3. We will not be liable for any losses, damages, liabilities, or claims incurred due to:
 - a. The fall in value of any investments held by you.
 - b. any service-related issues or delays caused by third parties which are beyond our control.
 - c. the completeness or accuracy of the information prepared by a third party.
 - d. the loss of any documentation (including without limitation share certificates or other documents of title) in the UK postal system.
 - e. the alteration or loss of confidentiality of any emailed information or electronic message.

- f. penalties, surcharges, interest, or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or from your failure to act on our advice or to respond promptly to communications from us or the tax authorities.
- g. reliance by any third party on our advice or work unless we have consented in writing to the same.
- h. a failure or delay in implementing instructions as a result of our inability to verify the authenticity of the instruction or where we consider the instruction to be unclear or ambiguous.
- i. transactions that you conduct without our specific advice and without paying us our normal implementation fee. For the avoidance of doubt, this means, for example that if we recommend you invest in a portfolio consisting of funds A, B, C, D and E, and you subsequently invest in one or more of those funds without conducting the transaction via our company, we are not liable in any way for any consequence of that transaction.

LAW AND RELATED PROVISIONS

The validity, construction and performance of these Terms is governed and shall be construed to be in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Each party irrevocably waives any right it may have to object to any action being brought to those courts, to claim that the action has been brought to an inappropriate forum or to claim that these courts do not have jurisdiction.

All advice given by the Firm takes into account taxation and other legislation applying in England and Wales only. We accept no responsibility or liability for any financial or other loss incurred by you through our advice or otherwise due in any way to other taxation, regulatory or legislative regimes. If you think you might be subject to any tax or legislative regime outside of England and Wales, then we recommend you seek specialist advice before you proceed with any recommendations made by us.

Any notice given under these Terms shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with the delivery. To prove the giving of notice, it shall be sufficient to show that it was despatched.

You shall not be entitled to assign or transfer the benefit of the Terms contained in this Agreement. We are entitled to assign or transfer the benefit of the Terms.

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

Save where with reasonable foresight the breach could have been avoided, neither party shall be liable to the other for any loss or damage outside the reasonable control of both parties.

TERMINATION

The authority to act on your behalf may be terminated at any time without penalty by either party, giving ten business days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

This Agreement will terminate automatically if:

- a) Either party commits a material breach of the terms thereof;
- b) The Firm ceases to be regulated by the FCA or another appropriate regulatory authority (except for the purpose of amalgamation or reconstruction);
- c) Either party becomes bankrupt or goes into liquidation, except for the purpose of amalgamation or reconstruction.

CLIENT SATISFACTION

If at any time you would like to discuss with us how our service could be improved, please do not hesitate to contact us.

If you have a complaint about financial loss, material inconvenience or material distress, please refer this to our Complaints Officer at ValidPath Limited, Complaints Department, The Maltings, East Tyndal Street, Cardiff, CF24 5EA who will investigate the matter in full and provide you with a formal analysis of their findings. If you are not satisfied with their response, you have the right to refer the matter to the Financial Ombudsman Service (FOS) within 6 months of the date of their letter.

We reserve the right to reclaim costs and expenses reasonably incurred by the Firm or ValidPath Limited in defending any complaints to the Ombudsman or Courts or similar system which are of a frivolous or vexatious nature. This applies to circumstances surrounding any products or advice given from this point, as well as previously. If the complaint is not upheld, we will recover whatever costs, if any, are allowed.

The Firm is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Our authorising Network (ValidPath Limited) holds compliant Professional Indemnity Insurance that satisfies FCA requirements.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the 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. Here are some typical examples:

Deposits - Deposits held in banks, building societies and credit unions are protected up to £85,000 per person.

Investments - Eligible claims for most types of investment business are covered for 100% of a claim up to a maximum of £85,000 per person per firm (or fund manager).

SIPPs - SIPP investments are ring-fenced from creditors if the provider fails, and the FSCS could cover up to £85,000 of any shortfall. Investments within the SIPP would also be covered up to £85,000 per individual fund manager if they fail.

Pensions - If your pension provider fails you are covered for 100% of your claim, with no upper limit.

Insurance - Eligible claims related to advising and arranging of protection products are covered for 100% of the claim, without any upper limit.

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

DATA PROTECTION AND PRIVACY NOTICE

FTA Financial & Wealth Management acts as controller for the personal information you provide to us. We take your privacy seriously and this Privacy Notice explains your rights together with how we gather, use and share your personal information. We are committed to collecting and using such data fairly and in accordance with the requirements of the General Data Protection Regulation (GDPR).

By signing this document, you consent to us, or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. We confirm that all such information requested is essential to the provision of regulated advice and satisfies the requirements of the FCA.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. If, in order to provide services to you, we are required to pass your personal information to parties located outside of the European Economic Area (EEA), it is entirely possible that those countries do not have Data Protection Laws equivalent to those applying in the UK. Where this is the case, we will take reasonable steps to protect the privacy of your information. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life, or your membership of a Trade Union. If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer at the address shown on the first page of this Agreement.

You may be assured that we and any company associated with us will treat all sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

It is now common practice to communicate and share information over the internet. Internet communications are not guaranteed to be secure and therefore we will not accept liability for any claims by you for damages or loss arising from a breach of confidentiality, breach of the GDPR regulations, mistakes arising from inaccuracies in the data transmitted by or received by us, or non-delivery of any message from or to us. Should you wish for us not to handle your data in this way, you should inform us of your preference.

Your Privacy Rights

You have the right to object to how we process your personal information. You also have the right to access, correct, sometimes delete and restrict the personal information we use. In addition, you have the right to complain to us by writing to the address above, and also to the Information Commissioner, who is the data protection regulator, at ico.org.uk/global/contact-us.

- ❖ **Right to withdraw consent:** Where you have given us your consent to use personal information, you can withdraw your consent at any time.
- ❖ **Access to your personal information:** You can request access to a copy of your personal information. We will not normally charge for providing this information to you.
- ❖ **Portability:** You can ask us to provide you or a third party with some of the personal information that we hold about you in a commonly used electronic form.
- ❖ **Rectification:** You can ask us to change or complete any inaccurate or incomplete personal information held about you.
- ❖ **Erasure:** You can ask us to delete your personal information where it is no longer necessary for us to

use it and you have withdrawn consent, or where we have no lawful basis for keeping it. Note that we might be required by regulations to retain your information even if you want it to be deleted.

- ❖ **Right to object:** You can object to our processing of your personal information.
- ❖ **Restriction:** You can ask us to restrict the personal information we use about you where you have asked for it to be erased or where you have objected to our use of it.

How we gather and use personal information

We need to obtain information about you, so that we can provide the financial advice you require. We use information relating to your personal situation and financial position.

We obtain personal information:

- ❖ directly from you, usually in a face-to-face meeting but potentially also by telephone or other means;
- ❖ from other organisations such as investment/pension/insurance providers, where you have provided authority for them to share information relating to your existing plans;
- ❖ from your professional advisers, where you have provided authority for them to share information.
- ❖ we may also obtain some personal information from recording calls or meetings or by making contemporaneous notes of calls or meetings.

We hold such information as Data Controllers in accordance with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation, together referred to as the 'Regulations'.

We use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice takes due account of, and is suitable for, your circumstances. We will not share your information with any other party except as indicated in this Privacy Notice or where required to do so by any statutory, governmental or regulatory body for legitimate purposes.

Legal basis for collecting/processing information

The legal basis on which most of the information that you provide will be collected and processed is to enable us to provide the financial advice that we have agreed you require. However, some types of information require your explicit consent, particularly in relation to any adverse health history you might have. We will seek your consent if required. Where you have given us consent, you have the right to withdraw it at any time.

Where you provide data in relation to another data subject who is not present, for example your spouse, partner or child, we will assume that consent has been provided to you by that individual. This situation may arise where we need information about persons connected to you in order to provide suitable advice, or where this information is needed to appoint them as a beneficiary on a policy. Where appropriate, we may send a copy of this Privacy Notice to the connected data subject.

Keeping personal information

We keep your personal information securely for as long as we need to for the purpose of providing you with financial advice under the Terms of Business and Client Agreement (contract) or for as long as we are required to by relevant regulations.

Sharing and transferring personal information

In the course of providing suitable financial advice, we will need to share your information with certain third parties. The categories of third party we may share your information with are listed below.

- ❖ Insurance Providers
- ❖ Pension Providers
- ❖ Annuity Providers
- ❖ Investment Providers
- ❖ Investment Platforms
- ❖ Providers of Pension Transfer Comparison Reports
- ❖ Compliance Advisers

- ❖ Legal Advisers
- ❖ Back Office Systems Providers
- ❖ Third Party Software Providers

We will only share your information with third parties when necessary and will ensure that any third parties that we do share your information with have sufficient data protection processes in place.

ACCEPTANCE

The Terms shall take effect from the date of issue, and you agree that any work carried out for you on your instruction (either verbal or written) prior to the date of issue shall once you have signed the Terms be treated for all purposes as if governed by the Terms.

Client Name(s)	
Advice Plan	
Fees Applicable for Advice	

Client consent



Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.
Please note that this might interfere with future service and policy reviews.

This is our standard 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 confirm that I/we have read and understood the contents of this Agreement and consent to the Terms. I/we hereby authorise the transfer of information as described above on a confidential basis when warranted between such third parties. I/we agree that this Agreement shall come into effect from the date of issue.

Client 1		Date	
Client 2		Date	
Adviser		Date	