Client Agreement

Brian Mole Independent Financial Advisers Ltd
Independence House, 26-27 Bridge Street, Burton upon Trent, Staffordshire, DE14 1SY

1. **COMMENCEMENT DATE**
This Client Agreement comes into effect on the date you receive it from us and are read in conjunction with the Keyfacts about our services.

2. **OUR FIRM** (referred to as “we” or “us” in this document)
We are bound by the rules of and authorised by the Financial Services Authority (FSA)

3. **OUR SERVICES TO YOU**
We offer you advice based solely on the information provided by you, and we are not tied to any insurance company.

We shall only ever recommend a course of action if we believe it to be suitable for you. If you want to restrict the area of advice, you can confirm this at the first interview or at any time. Otherwise, we can advise on the following services as regulated by the FSA: life assurance; pensions; investments and mortgages. We do not provide advice in relation to individual share and gilt holdings.

The FSA does not regulate the advice on all the products and services we provide; these include some forms of life and illness protection and health care products.

4. **HOW WE ACT**
We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file. Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

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 and obtain your consent before we carry out your instructions.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. All such paperwork will be forwarded to you by post as soon as possible after we receive them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed.

5. **INVESTMENT RISK**
All investments carry a degree of financial risk, which will tend to increase in proportion to the potential rate of return on the investments.

Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

6. **WE DO NOT HANDLE CLIENT MONIES**

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

7. **HOW DO YOU PAY FOR OUR SERVICES?**

We can derive income for our services in three ways i.e. fees, commissions or a combination of the two.

<u>Commission</u>

We derive our income from commission paid to us by life assurance companies, investment managers, stockbrokers and other intermediaries with whom investments/products are made. You will receive details from the operator in question, or from us, about commission we receive. We shall tell you the amount of commission payable to us on any investment/product we have arranged for you. We reserve the right to act as an agent for third parties and to share commission received with them.

If we arrange to effect a life/protection policy from which we receive commission and **SUBSEQUENTLY YOU CEASE TO PAY PREMIUMS** which results in us refunding commission which has been paid to us **WE WILL CHARGE YOU A FEE TO RECOMPENSE US FOR THE TIME SPENT IN ADVISING YOU AND ARRANGING THE POLICY EQUAL TO THE COST OF COMMISSSION THE INSURANCE/INVESTMENT COMPANY RECLAIMS FROM US**. We shall not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the product provider.

<u>Fees</u>

If charging a fee, prior to assessing your financial circumstances and conducting any business, we will discuss a proposed fee with you and confirm this in writing in the form of a Fee Agreement.

If we have agreed a fixed fee with you, that fee will not change, unless it is necessary to carry out additional unforeseen work to complete your matter. However, we will notify you in writing of any further costs involved and ask for your written authority usually before we do the work unless it is urgent

If you are charged on an hourly rate basis, the overall costs will be determined by the time we spend dealing with your matter. This will include meetings with you and any third party pertinent to the matter; consideration, research and administering correspondence and documents, drafting letters and telephone calls received or made.

With regard to short telephone calls and short letters (less than one page of A4), we charge clients based on one-tenth of our normal hourly rate for each telephone call (received or made) or letter (received or sent). These rates are detailed in the 'Key Facts - About the cost of our Services'.

Commission is received from the product provider or investment operator and the amount for any transaction will be disclosed to you in writing for products that are regulated. If commission or any other form of benefit is received from another intermediary we will inform you, but will not tell you its amount unless you ask us to do so.

A fee may be charged in the following circumstances:
i) if the work we do for you does not relate to investments/products on which commission is payable;
ii) if you instruct us to give you advice, but not to arrange the sale or purchase of any investment/product for you; or
iii) if it is agreed that the work is carried out on a fee basis in addition to any commissions payable. However, in some circumstances these commissions may be re-invested or used to enhance the investment and/or products being arranged.

<u>Other payments to us</u>

If we receive any other form of benefit from the issuer of an investment or from another intermediary, we will inform you, we will also tell you the amount should you request it.

8. **DATA PROTECTION & RECORDS**

<u>Collection of Data</u>
We collect your data using a confidential questionnaire whilst conducting a financial review into your circumstances. With your consent we may collect your data from institutions with whom you currently have contracts and insurance policies, from your employer and professional advisers. We may obtain data from credit reference agencies.

<u>Use of Data</u>
Your information will be held on computer-based databases and in paper files. We use the data primarily to provide you with financial services advice and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you. Use of your data includes financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention. We use your data to help us prepare proposals for you to enter into transactions and insurance proposals and, in some circumstances, members of your family and others connected with these transactions, insurance proposals and claims. We like to keep you informed of our products and services and we use your data to enable us to recommend them to you (if you do not want us to do this, use the opt-out box below or contact us). Your data will be kept for a minimum of six years in compliance with our financial services responsibilities.

<u>Transfer of your data</u>
We will only pass your data to institutions (with the aim of entering into and servicing transactions), our regulators, auditors and our professional advisers. We may recommend other financial advisers to approach you with their products and services offerings (if you do not want us to do this, use the opt-out box below or contact us). Third parties may transfer your data outside the European Economic Area: if they do so, they will take appropriate steps to ensure the same level of protection for your personal data as would be available in the European Economic Area.

<u>Access to your records</u>
You have the right upon payment of a fee to obtain a copy of the personal data that we hold. If you believe that any information is incorrect or incomplete you should contact us and, if the data is incomplete or incorrect, we will correct it promptly.

Entering into these terms of business signifies your consent to the processing of your data by us except to the extent that you opt-out of receiving additional marketing literature from third parties and us.

9. **C0NTACT**

Once we have acted upon your instructions we will not normally give you further advice. However, we may review our record of your investments and policies periodically and contact you to suggest that we arrange a review meeting. We will, however, be pleased to advise you at any time should you require further assistance. We like to keep our customers informed of products and services we offer which may be of interest to them, therefore, from time to time we may forward marketing material to you, unless you advise us otherwise in writing.

10. **HOW CAN YOU**

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing and sent by first class post. It will be deemed to be received two business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date.

11. **LAW**

This Client Agreement is governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Key Facts:

About our Services – Version No …….. given and discussed with the client Yes ☐ No ☐

About the Cost of our Services – Version No ……… given and discussed with Client Yes ☐ No ☐

I do not wish to receive information about other products and services provided by you ☐

I do not wish to receive information about the products or services of other carefully selected third parties ☐

Client name & signature ____

Date ____

Client name & signature ____

Date ____

One signed copy to be retained by the Client(s). One signed copy to be retained by the firm.

Brian Mole Independent Financial Advisers Ltd, Independence House, 26-27 Bridge Street,
Burton upon Trent, Staffordshire, DE14 1SY is authorised and regulated by The Financial Services Authority
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