



Client Agreement

Independent Wealth Management

This agreement

1. This is our standard retail client agreement upon which we intend to rely. It explains the services you are being offered and the manner in which these services will be carried out. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information.
2. The provisions of this Client Agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by an updated Client Agreement.

Our Status

3. We are authorised and regulated by the Financial Conduct Authority (“FCA”) as Independent Financial Advisers. The FCA is the independent watchdog that regulates financial services. We are listed on the Financial Services Register and our Financial Services Register number is 183210. You can check this, and our address, on the Financial Services Register by visiting the FCA’s website at <https://register.fca.org.uk> or by contacting the FCA on 0845 606 9966. The FCA can also be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.
4. We provide an independent advice service. This means when we consider and recommend retail investment products to you we must consider all relevant and suitable products and options for you and do so free from any restrictions or bias. We will make personal recommendations to you without limiting (or restricting) our advice.

Your Investment Objectives

5. Your investment objectives will be set out and summarised within a personalised suitability report, which will be issued to you as a result of your personal consultation with us to document and explain the recommendations we have made.

Our Services

6. We can advise you on life assurance, pensions, other retail investment products and other investments. We can also advise on pure protection and private medical insurance contracts from a range of insurers. We will carry out any instructions you give us to transact any such contracts and in undertaking these services for you we will rely upon the information you provide to us.
7. Our advisory activities for you may include higher risk investments such as structured products or investments that are not readily realisable. The relevant risk warnings for these investments will be set out in your suitability letter.
8. The services we will provide will normally involve us entering into arrangements with you under which we will:
 - gather information about you;
 - carry out research to find suitable investment options;
 - provide you with reports, financial health-checks and forecasts;
 - advise you as to the most suitable investment options;
 - implement the agreed options by arranging transactions in retail investment products, securities or non-investment insurance products;
 - monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing; and
 - recommend changes to your product portfolio to ensure that it continues to meet your requirements as circumstances change.
9. We have classified you as a “retail client”. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA).
10. Our registered address and the address from where we will provide our services to you is shown at the end of this Client Agreement.

Our Remuneration

11. Our remuneration options for investment business are covered in the enclosed Schedule of Services and Remuneration. We will discuss your 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.
12. For most business we will be remunerated on an adviser charging basis, we will agree its basis in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any Schedule of Charges we may issue to you will contain details of how payment is to be made and is deemed to form part of this Client Agreement. Notification of any change to the level of charges will be given in writing.
13. In the event that we remain entitled to receive commission for certain business we shall tell you the amount of any commission that is paid to us by product providers and other institutions with whom investments are made.
14. In respect of non-investment insurance business, you may be able to pay for our services by way of commission taken from the product. The method of remuneration and the amount payable will be agreed with you before we provide you with any advice. Any commission will be disclosed to you with an illustration from the product provider. Although you pay nothing to us up front that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission.
15. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.
16. In respect of investment business we offer the following options by which settlement of our charges may be made:
 - Direct Payment to us;
 - Facilitated Payment to us by the Product Provider or platform;
 - Any combination of Direct Payment and Facilitated Payment;
 - Trail Commission offset (where trail commission continues to be paid).

We will not take action to implement any of these methods until we have agreed with you how our adviser charges are to be settled.

Communicating with You

17. The services for our investment business that we will provide are set out in the remuneration schedule and fee agreement accompanying this agreement. At our discretion and unless we hear from you to the contrary we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.
18. We will issue all communications to you in English unless otherwise agreed.
19. All cheques, documents of title, etc, may be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used.

Conflicts of Interest

20. When offering independent financial advice occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing and ask for your consent before we carry out your instructions. We maintain a Conflict of Interest Policy which enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with an appropriately independent level of service by putting in place appropriate procedures, supervision and monitoring techniques. Further details of the Policy are available upon request.

Quality of Service

21. If you have any complaint about the advice you receive or a product that you have taken out through us please contact the Compliance Officer, Amanda Valentine, Dewhurst Torevell & Co Limited, 5 Oxford Court, Manchester M2 3WQ, or telephone 0161 281 6400.
22. If, after we have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service ("FOS"). Full details of the FOS can be found on its website at www.financialombudsman.org.uk. Copies of our complaints procedures are available, free of charge, on request. We will not levy any charge for complaints made against us.

Risk Factors

23. Please be aware that investments and the income from them can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

Compensation

24. If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000. Long term insurances (e.g. pensions and life assurance), pure protection and private medical insurance contracts are covered for 100% of the claim, without any upper limit. Retail banking deposits are covered for £75,000 per individual per authorised institution. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Instructions

25. We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. E-mail instructions are considered to be of durable medium and so are treated as a written instruction. We will acknowledge, either in writing or orally at our discretion, any instruction you give us. We can refuse your instructions at our discretion.
26. Our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of any transactions initiated prior to receipt of such notice.

Money Laundering

27. Where we are required to verify your identity in accordance with the FCA rules, no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period we will not arrange any investment for you.

Client responsibility

28. We are required to consider whether it is in our best interests for us to act for clients who refuse to provide us with what we believe to be the necessary information. We therefore reserve the right to decline to act for a client if we believe that we do not have enough information.

Client Assets and Money

29. We abide by requirements laid down by FCA that we must arrange adequate protection for clients' assets when we are responsible for them.
30. All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved, we will normally await arrival of all of them before sending them to you, which will be no later than 28 days after receipt of the first document. Where a policy for a pure protection or private medical insurance contract is received, this will be checked immediately and forwarded to you within 24 hours of receipt.
31. If you instruct us in writing to retain any documents or other property belonging to you, we will keep them in safe custody at 5 Oxford Court, Manchester M2 3WQ and appropriate entries will be made in the Safe Custody Register maintained under the FCA Client Asset rules.

Client Money

32. All money that we may receive or hold from time to time on your behalf will be held by us in a designated client bank account with Barclays Bank PLC, segregated from our funds, and held as client money in accordance with the client money rules of the FCA. Unless you give us instructions to the contrary we will deposit money which you instruct us to hold for you only in that account.
33. No interest will be payable on client money unless it is held in a separately designated client account and the balance is greater than £100,000. We will account to you for interest on cleared credit balances as and where required by those regulations. Subject to any tax legislation, interest will be paid net. In any event, if the gross interest accrued in a fiscal year (6 April to 5 April) is less than £25, then the company reserves the right to retain this.
34. Any costs for making electronic same day transfers will be debited from the account at the current rate of £15 per transfer.

35. Monies to be held on deposit for longer periods of time may be placed with other banking institutions in order to obtain more favourable rates of interest. These rates will be dependent upon the balances available for deposit. These monies will be held in separately designated client accounts as client money in accordance with the client money rules of the FCA.
36. Money relating to investment business transactions settled outside the United Kingdom may where necessary be held with a bank that is not an approved bank under the client money rules of the FCA. If we have any grounds for believing that client money may not be protected as effectively as it would have been if held in a client bank account in the United Kingdom, or if we have not received the appropriate acknowledgement from the bank that it has no right of set off or counterclaim against any client money held at that bank, we shall not pay client money into that account or transfer client money to that account unless we have warned you that money held in that account may be subject to a different legal and regulatory regime to that of the United Kingdom and have obtained your agreement in writing that your money may be held or transferred to that client bank account.
37. Any income received on your behalf in respect of your investments and rights conferred in respect of investments retained by us on your behalf will be accounted for to you and held to your order. When we receive notice of voting or other rights exercisable by you in respect of particular investments, we will inform you in writing of such rights and will exercise these rights on your behalf in accordance with instructions received from you.
38. No investment will be made until your cheque or other form of bank order has cleared.

Data Protection / Personal Information

39. We will treat all personal data and sensitive personal data as confidential and will not process it other than for legitimate purposes.
40. Personal information provided may be maintained on computer records and will not be disclosed to other parties except other businesses within the same group, representatives of our compliance advisers, our auditors, and any organisation requiring access to such information for regulatory purposes only, or any person having a legal entitlement to access.

Future Changes

41. In accepting this Client Agreement, you agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any investment business for you following any change unless we have given you at least 10 business days notice, unless it is impractical to do so.

Cancellation / Termination

42. This Client Agreement may only be cancelled and our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of transactions initiated prior to receipt of such notice. Other than as stated in this paragraph, there are no cancellation rights that apply to this Client Agreement.
43. Where advice has been provided for which an adviser charge was agreed, and you either decide to not proceed with the transaction or, having proceeded, to exercise your statutory cancellation rights, you agree that the adviser charge will still be due and payable in those circumstances and that we may seek to recover any appropriate adviser charges due from you for the work we have undertaken.
44. You have a right to cancel any ongoing service and associated adviser charges without penalty and without a reason being given. We will require one month's notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. We reserve the right to make an adviser charge for continuing services provided up to the date of cancellation.

Law

45. English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.
46. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement.