



## 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 all our details on the Financial Services Register by visiting the FCA’s website at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 or 0300 500 8082. 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 financial instruments, structured deposits or other retail investment products to you we must consider all relevant and suitable products and options for you and a sufficient range of relevant products available on the market. 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 packaged retail and insurance based investment products “PRIIPs” and any 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 are 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 Schedule of Services and Remuneration 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.
18. We will issue all communications to you in English unless otherwise agreed.
19. We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. Any instructions taken by telephone will be recorded on a separate deals line. 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.
20. 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.

### **Call recording**

21. We will record telephone conversations between you and us which may lead to or result in the arrangement of a transaction in financial instruments. We may use these recordings, or transcripts of them, to check your instructions to us, to analyse, assess and improve our services to customers, for training and quality purposes, to

help us investigate any complaint you may make, or to comply with our regulatory and legal obligations. Recordings may take place without the use of a warning tone but a separate recorded dealing line is used for this purpose, the number of which is 0161 883 3894. All copyright in the recordings belongs to us. We will hold these records for as long as it is necessary for the purpose for which we collected it and/or for as long as we are allowed to for legitimate business purposes.

### **Best Execution**

22. We will execute orders following specific instructions received from clients in order to achieve the best possible result, taking into consideration all characteristics of the order. On an annual basis we will provide, for each class of financial instrument, the top five execution venues in terms of trading volumes where clients' orders were executed in the previous year. This will be published on our website.

### **Conflicts of Interest**

23. 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 take all appropriate steps to mitigate the conflict and 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**

24. 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.
25. 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](http://www.financialombudsman.org.uk) or by calling them on 0800 0234567 or 0300 1239123. 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**

26. 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**

27. 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 up to 100% of the claim, without any upper limit. Protection is at 90% where claims arise under other types of insurance policy with no upper limit. Retail banking deposits are covered for £85,000 per individual (£170,000 joint) per authorised institution. Further information about compensation arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 0800 678 1100 or 020 7741 4100.

### **Money Laundering**

28. We are required to verify your identity in accordance with the FCA rules and 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**

29. 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**

30. We abide by requirements laid down by FCA that we must arrange adequate protection for clients' assets when we are responsible for them.
31. 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.
32. 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. We do not provide administration services in respect of Safe Custody assets, but we can safeguard those assets on your behalf.

### **Client Money**

33. All money that we may receive or hold from time to time on your behalf will be held by us in a 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.
34. We take reasonable care in the selection, appointment and periodic review of any credit institution, bank or other organisation which may hold your client money but we are not liable for the acts, omissions or default of any such organisation except to the extent caused by our own negligence, wilful default, fraud, breach of the Rules or breach of contract. In the event of an insolvency of a third party deposit taker, any shortfall in Client Money will be pooled with other client money of the deposit taker and then distributed proportionately. Any subsequent shortfall may be covered by the Financial Services Compensation Scheme for bank deposits up to a value of £85,000 or such other value covered from time to time by the FSCS, depending on the individual circumstances for each Customer.
35. Whilst the Bank of England base rate remains at or below 0.5%, no interest will be payable on client money balances.
36. Any costs for making electronic same day transfers will be debited from the account at the current rate of £15 per transfer.
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.
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 without your explicit consent other than for legitimate purposes or where there is legal obligation. Personal information will be held in accordance with the Data Protection Act 1998 and forthcoming General Data Protection Regulation "GDPR".

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. (Broadly speaking, this precludes the right of a Third Party to enforce any term of this agreement to which that Third Party is not made a party.)

#### **Taxation**

47. If we believe you are required to report your income or may be subject to tax in another country, it may be obligatory for us to share information about your Account(s) with the UK's and/or other countries' tax authorities. In such circumstances we may be required to disclose this information about your Account(s) either directly to the respective overseas tax authority or to the UK's tax authority who may share that information with the appropriate overseas tax authorities.
48. Financial institutions in more than 100 jurisdictions around the world are being legally required to find out the tax residence of their account holders and report details of their accounts, structures, trusts, and investments to be exchanged with the appropriate tax authorities. If a UK tax resident, any overseas accounts you have will be sent to HM Revenue & Customs (HMRC). This gives HMRC unprecedented levels of information to check that, as in most cases, the right tax has been paid. If you have already declared all of your past and present income or gains to HMRC, including from overseas, you do not need to worry. But if you are in any doubt, HMRC recommends that you read the "Tax Information Notification" available on request from us to help you decide now what to do next.