

Retail Client Agreement - Investment Services

The purpose of this agreement is to set out the basis on which we will act for you and to clarify our respective responsibilities. If you ask us to provide you with advice, you will be asked to sign to confirm you have read and understood the contents of this agreement

Our Regulatory Obligations We will observe and act in accordance with the principles, rules and guidelines of the Financial Conduct Authority (FCA) when we accept instructions from you. Unless we notify you in writing to the contrary, we will treat you as a retail client, (meaning that you are entitled to the highest level of protection afforded by the UK regulatory system).

We use all reasonable skill and care to protect your interests and monitor the financial viability of the product providers with which we transact business on your behalf; but can only use information about these providers which is available in the public domain. Thus we can give no guarantees and will accept no liability for any financial losses or increased costs suffered by you arising from any financial or other failings of product providers.

We are committed to setting, maintaining and supporting the highest professional standards in financial services. As such, our code of ethics requires our director and staff to comply with all relevant laws and regulations, act with the highest ethical standards and integrity in the best interests of clients, provide a high standard of service; and treat clients fairly

Communications: All communication and product documentation will be in English. Instruction must be in writing to avoid the risk of errors & omissions. But we will accept oral instructions provided they are later confirmed in writing, by letter or email. But emails can occasionally be corrupted; thus all risks connected with emailing information relating to your financial affairs are borne by you. If this risk is unacceptable, please notify us in writing that email is not an acceptable means of communication

Cancellation Rights A right to cancel a financial product is available in many cases, within 30 days of signing an application in the case of a life, pure protection, or pension policy and within 14 days for other products. If you cancel a contract involving a lump sum contribution, and the value of your investment falls due to market movements during the cancellation period, you may not get back the full amount you invested.

Retention of and Access to Records If you provide us with original documents to assist us in assessing your current financial situation, these will be returned to you. Please be aware that we can't hold such documents e.g. birth certificates or policy schedules – on your behalf. Any information with which you provide us will be kept strictly confidential unless we are required by law or our regulatory or ethical obligations to disclose it.

Client Money The IFA Company is not permitted to handle client money, so cannot accept a cheque or bank transfer except in payment of our invoiced fees. If we arrange a contract on your behalf payment must be made directly to the product provider.

Conflicts of interest We confirm that we will notify you immediately should we become aware of any conflict of interest affecting you, unless we are unable to do so because of our confidentiality obligations, and we will take steps as necessary to deal with the conflict.

Complaints Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available upon request. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk or 0800 0234567.

Financial Services Compensation Scheme (FSCS) Certain financial products and services are not regulated by the Financial Conduct Authority which means clients purchasing them may not be entitled to the protection of the UK regulatory system – this includes the FSCS. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

Applicable Law This agreement is governed by, and construed in accordance with English law. The courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction. If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not any way be affected or impaired.

We will not accept responsibility if you act on our past advice before checking with us that this past advice is still valid in light of any change in the law or your circumstances.

Data Protection Act 1998 (DPA) To enable us to discharge our obligations to you – and for other related purposes e.g. updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal & regulatory compliance – we may obtain, use, process and disclose personal data about you. When we have to do this, we confirm that we will comply with the relevant provisions of the DPA 1998.

In transacting business for you, we may be required to pass your personal data to parties located in countries outside of the European Economic Area (EEA) which don't have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your personal information.

Contracts (Right of Third Parties) Act 1999 This agreement is between you and The IFA Company and 3rd parties shall have no rights under this Act to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The advice that we give you is for your sole use, is confidential to you and will not constitute advice to any 3rd party to whom you may communicate it. We accept no responsibility to 3rd parties who act on advice given to you.

The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 In common with all financial businesses, we are required by this Act and these Regulations to obtain and retain copies of evidence of identity. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the principles, rules and guidance published by the Financial Conduct Authority.

Agreement to our Appointment and Terms Our appointment will start once you inform us that you want The IFA Company to act on your behalf. This agreement supersedes any previous agreement between us (where relevant) and will remain effective until it is replaced. If we are instructed to start work before receiving a signed copy of this agreement, we will treat your instruction as acceptance of all the terms of this agreement, unless we hear from you to the contrary within 30 days of you giving us that instruction. The IFA Company shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

*For your own benefit and protection, you should read carefully the terms of this document and the information on services & costs listed below, before confirming that you have received them by ticking the boxes and signing below. **If you do not understand any point please ask us to explain it***

Retail Client Agreement (version 03/05/2017)
Initial Disclosure Document (Information about our services and costs)

Signed: (client 1)..... Date:

Signed: (client 2)..... Date:

Full Name: (client 1)XXXXXXXXXXXXXXXXX Full Name: (client 2)XXXXXXXXXXXXXXXXX

Address: XXX