



CLIENT AGREEMENT

If you have a question or concern about any aspect of our services, please contact us at:

Telephone 01293 401293
Email admin@facet-im.co.uk
In writing FACET Investment Management Ltd, 2 Charlwood Court, County Oak Way, Crawley RH11 7XA

INTRODUCTION -

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

FACET Investment Management Limited (FACET) is an Independent Financial Advisory and Wealth Management business, focused on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on pensions, savings and investment products, non-investment insurance contracts and mortgages. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead, there is a cost for our advice and services.

FACET is authorised and regulated by the Financial Conduct Authority (FCA) 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk under firm number 131372. The FCA regulates the financial services industry in the UK.

You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

If we intend to advise you on mortgages, we will provide you with a separate document detailing the services we offer and the costs of those services.

OUR SERVICE

The services that you have selected and the charges for those services are confirmed within – “Your Consent” at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

We offer both **initial** and **ongoing** services. Any 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. Our ongoing services are optional, however where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

In some circumstances we may provide you with a non-advised service where you will **not** receive advice or a recommendation from us. Where this is the case, we will provide details of our non-advised services and charges separately.

YOUR OBLIGATIONS

Providing information about your circumstances

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

By signing this agreement you are agreeing to pay the charges for our services as set out in this agreement (Services & Charges agreement). Your selected payment method is also confirmed in this agreement. We'll tell you if any payments are subject to VAT.

COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated.

FINANCIAL PLANNING & HOW WE CHARGE FOR IT

We offer independent financial advice. This means that we consider a wide range of financial strategies and products.

We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our **clients**. Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand. We appreciate that some of these products are complex and may not be considered suitable in most circumstances.

Please be aware that investments 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, investment strategies or other products we arrange are provided in the relevant product literature provided.

The areas we can advise on include:

- Open ended investment companies
- Unit Trusts
- ISAs
- Investment bonds
- Exchange traded funds
- Structured products, incl. structured deposits
- Enterprise investment scheme
- Annuities
- Venture capital trusts
- Pensions
- Investment Trusts
- Phased retirement & income drawdown
- Term assurance
- Critical illness cover
- Income protection
- Long term care

We don't provide advice in relation to individual share holdings, options, futures and other derivatives. If this is something you need assistance with, we can refer you to a stockbroker.

Initial charges

Our initial charges relating to new work such as client take-on, new investments and one-off reviews are as follows:

- **Planning & Presentation**

Service	What's Included	What Our Costs Are	Method of Remuneration
<p>Preparation & Presentation</p> <p>During the initial meetings, we collect information on your personal and financial circumstances to establish the targets and goals for your financial life cycle.</p> <p>We then formulate a recommendation to ensure that you are well positioned to achieve these objectives.</p>	<ul style="list-style-type: none"> • Introduction to FACET Investment Management Limited Initial no obligation discussion where you are introduced to FACET, our history and philosophy and we will make you aware of the services we can offer to you. You will have the opportunity to ask any questions before we agree our service and associated costs before moving to the Fact-Finding Session. • Fact Finding Process (Getting to Know You) Including goal assessments • Risk Profiling Psychoanalytical process where questionnaires and further discussions aim to ascertain your expectations and attitudes towards risk and reward • Analysis of existing arrangements • Expectation management • Holistic & Independent Market Research Careful and concise research of the relevant market to ascertain a suitable provider/product commensurate with your needs. This includes an ongoing negotiation of initial and ongoing fees. • Prepare and Present Financial Planning 	<p>Preparation & Presentation Fee</p> <p>Up to 1% of the value of assets reviewed</p> <p>As an example, the Preparation & Presentation Fee for a total portfolio of £500,000.00 would equate to £5,000.00.</p> <p>If the Preparation & Presentation stage is not completed in full, an hourly rate* may be applied at our discretion.</p> <p>*Please see Hourly Costs breakdown in the latter sections of this document.</p>	<p>Preparation & Presentation Fee can be met in the following ways:</p> <ul style="list-style-type: none"> • Direct Invoice • Deduction from assets under review • Reduction in Investment amount for new arrangements (prior to any underlying investments being purchased)

• **Implementation & Administration**

Service	What's Included	What our costs are	Method of Remuneration
<p>Implementation & Administration</p> <p>Once you have agreed with the recommendations provided during the Preparation and Planning Stage, FACET will then begin to Implement the required transactions as outlined in the Financial Planning Report.</p> <p>FACET will manage and administer the Implementation across your portfolio to ensure efficient and accurate transactions are made.</p>	<p>Amendments to existing arrangements including fund switches, nominations, change of personal details etc.</p> <p>Reducing the time that you are out of the market</p> <p>Prompt processing of applications and payments for both new and existing arrangements</p> <p>Provide Regular Updates to involved parties</p> <p>Record Keeping in line with regulatory requirements</p> <p>Investment Transactions ensuring all investments are accurate and commensurate with Financial Planning Report</p> <p>Point of Contact for all involved parties to ensure that you are not troubled by remedial actions. FACET will only engage you further to provide an update, obtain additional information as required and to confirm that the transactions have been completed.</p>	<p>Implementation & Administration Fee</p> <p>Up to 1.00% of the value of assets reviewed.</p> <p>As an example, the Implementation & Administration Fee for a total portfolio of £500,000.00 would equate to £5,000.00.</p> <p>If the Implementation & Administration Fee stage is not completed in full, an hourly rate* may be applied at our discretion.</p> <p>The total fee for the Preparation & Planning and Implementation & Administration stages will not exceed 1% of the value of the assets reviewed.</p> <p>*Please see Hourly Costs breakdown in the latter sections of this document.</p>	<p>Implementation & Administration Fee can be met in the following ways:</p> <ul style="list-style-type: none"> • Direct Invoice • Deduction from assets under review <p>Reduction in Investment amount for new arrangements (prior to any underlying investments being purchased)</p>

• **Focused Advice/Ad-hoc Project Work**

The more time we spend researching & documenting information, the more expensive it can become. This can be deemed to be unsuitable where you are merely seeking advice on a specific area. To help try and keep costs to a minimum we offer the option of paying by way of an Hourly Rate for this type of work.

You can request focused advice where we will obtain limited information from you in order to concentrate on a specific area of financial planning. You should however be aware that the advice you receive may be different from advice given on a holistic basis. We can also provide ad-hoc project work.

Staff Member	Hourly Rate*
Administrator	£75.00
Paraplanner	£125.00
Adviser	£200.00
Director	£225.00

*Dependent on the advice provided, fees may be subject to VAT

Paying our initial charges

Our charges are payable on completion of our work and must be settled within 28 business days. Payment can be made either by:

1. Cheque or electronic transfer (we do not accept payments by cash). Our account details are as follows:

Account Name: FACET LIMITED

Account No: 53788672

Sort Code: 60-06-20

The transaction reference will be your initial and surname

2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may 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 your product.
3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).
4. In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services

If you select option 2 or 3, we will discuss how it works and the implications of using this payment method with you prior to putting it in place.

Our ongoing charges

Any 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. Any ongoing service will be agreed with you and confirmed in our service agreement. The charge for this service will commence alongside the initial charge.

Ongoing services can be cancelled at any time by informing us in writing (see Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation

Aggregated costs and charges

Before we provide you with our advice, we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

We offer **ongoing service** as outlined below:

Service Proposition Schedule	Minimum Standard Level
Annual Costs	1.00% pa
Investment Report - Performance update against agreed benchmarks	
Valuations - Up to date valuation including units, price, value and net return to date	Annually
	On request*

Annual Review – Meeting with adviser to revisit circumstances, objectives, affordability and suitability of existing arrangements. This can also include review of other areas such as: <ul style="list-style-type: none"> • Tax planning (CGT, IHT, use of Allowances) • Protection needs • Etc as necessary/requested 	
Risk Profiling – revisit attitude to risk, capacity for loss and loss tolerance to ensure existing holdings remain suitable to you.	Annually
Risk Rated Model Portfolios – Access to FACET model portfolios constructed by the FACET Investment Committee	✓
Bespoke Investment Solutions – We will create bespoke investment mandates tailored to your individual needs and circumstances. Also undertake procurement with DIM providers to negotiate the best terms for our clients	✓
Ongoing Due Diligence – Regular checks of the available marketplace to ensure providers and investments remain appropriate for the clients of FACET	✓
Newsletter	Annually
Ongoing support with correspondence & administration	✓
Tax Returns – Assistance completing returns	
Liaison with Professional Connections – such as Accountants, Solicitors etc.	✓
Access to the FACET Team – First point of contact for all queries and will ensure these are dealt with within a reasonable timescale	✓
Record Keeping – In line with regulatory requirements	✓

*Additional charges in line with the Planning & Presentation structure may be charged.

Please Note: - The amount of our annual ongoing charges may increase as the size of your fund grows.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We will discuss and agree this with you where relevant.

Paying our ongoing charges

Payment of ongoing charges can be made either by:

1. A regular fee, paid by standing order to:

Account Name: FACET LIMITED

Account No: 53788672

Sort Code: 60-06-20

The transaction reference will be your initial and surname

2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider can offer this facility

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

REFERRALS TO A DISCRETIONARY INVESTMENT MANAGER (DIM)

We may, where appropriate, recommend you place some, or all, of your investments with a discretionary investment manager (DIM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In this scenario, the DIM will manage a portfolio of your investments (model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DIM. FACET Investment Management Limited has an investment team that provide this service. We are not limited to using the DIM services of FACET Investment Management Limited, but when we recommend alternative DIM providers additional agreements and forms will be provided for your signature. We will undertake appropriate due diligence on the DIM and ensure that the services provided by the DIM meet your investment objectives and risk profile.

In some circumstances, where we recommend the services of an alternate DIM to FACET, we may need to act of your 'agent' in relation to the part of your portfolio held with that DIM. This means you won't have a direct contractual relationship with the DIM and the DIM will instead treat our firm as its client. Before setting up this type of arrangement, we will explain the implications to you.

1. Our DIM selection

We shall ensure we have conducted sufficient research and due diligence on the discretionary investment manager that we select to provide the discretionary investment management service.

2. KYC and Suitability

We shall assess your circumstances and financial planning objectives, knowledge and experience to ensure that a discretionary investment management service is appropriate. We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend are suitable such that you are able financially to bear the investment risks and have the necessary experience and knowledge in order to understand the risks involved in the management of the investments.

3. On-going suitability of the discretionary investment management service and model portfolio

We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend remain suitable for your investment objectives and attitude to risk on at least an annual basis.

4. On-going monitoring of our selection and the discretionary investment management service

We shall monitor the performance of the discretionary investment management service to ensure the on-going appropriateness of our selection for your overall financial planning and investment objectives.

5. Tax

We shall be responsible for providing advice to you on the tax implications of the discretionary investment management service.

The Discretionary Investment Manager Service will:

- Manage your investments in accordance with the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.
- Ensure its decisions to trade and all transactions are consistent with the terms of the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.

PROTECTION PLANNING

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

You can pay for our advised protection services by:

1. A fee

2. Commission (where this is available)
3. A combination of fee and commission

Paying by fee

Our fee will be based on an hourly rate basis **subject to a minimum fee of £300.**

Any commission we receive from the product provider can be used to offset this fee. Any surplus will be refunded to you. We will always present you with a personalised quote before undertaking any work that might be charged for. The following example shows what our typical costs would be:

Average charge to a new client requiring family protection against death and critical illness based on £100,000 of cover		
Paraplanner	1 hour at £125 per hour = £125.00	Average cost for a new protection client is £775.00*
Adviser	1 hour at £200 per hour = £200.00	
Director	2 hours at £225 per hour = £450.00	
*If we received commission from your chosen product provider of £500.00 this would reduce the fee you pay directly to us to £275.00		

Paying by commission

Where we are paid by commission, we will tell you the amount before we carry out any business for you. Although you may 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 your product.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Best execution

Where we send investment applications on your behalf to third parties (for example to put an investment into force), we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our best execution policy is available on request.

Protecting your personal information

To provide our services properly, we will need to collect information on your personal and financial circumstances. Your personal information is important to us and we take your privacy seriously. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.

Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. This information may be transferred electronically (e.g. e-mail) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to

ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Anti-money laundering

We are required by the anti-money laundering regulations to put in place controls to prevent our business from being used for money laundering and others forms of financial crime.. We will verify the identity of our clients before undertaking any business with you, to obtain information as to the purpose and nature of the business which we will conduct on your 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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. We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

We disclose below our interest in other financial services companies:

It is important that you are aware that FACET Investment Management Limited is part of a larger group, the Brook Capital plc Group of Companies. Within the group there are other financial services providers which may be appropriate for us to recommend to you. However, we are not obligated to use other services within the group, and we are free to use any investment firm we consider most appropriate on a case by case basis. As outlined above we provide full independent advice and consider the whole of the market.

This disclosure should not be seen to be as an additional reason to invest, or a reason not to, if you are happy that the possible conflict of interests has been managed appropriately.

Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

Recording telephone calls

To ensure we carry out your instructions accurately, to help us continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

CANCELLATION and AMENDMENTS

Termination of this Agreement

- We may terminate this agreement by giving you at least twenty (20) business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provide before cancellation and any outstanding fees, if applicable.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least Twenty-Eight (28) business days.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

HOW YOU ARE PROTECTED

FACET Investment Management Ltd is authorised and regulated by the **Financial Conduct Authority (FCA)**, 12 Endeavour Square, Stratford, London E20 1JN.

Our Financial Services Register number is **131372**. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms or by contacting the FCA on 0800 111 6768.

Unless we notify you in writing to the contrary, we will be treating you as a **retail client**. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Complaints

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns. However

if you wish to register a complaint, please contact us:

In writing: Compliance Officer, FACET Investment Management Ltd, 2 Charlwood Court, County Oak Way, Crawley. RH11 7XA

By phone: 01293 401293

By e-mail: john.mitchell@facet-im.co.uk

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk Please be assured we treat complaints seriously.

Full details of the FOS and the definition of eligible complainants can be found at the FOS website www.financial-ombudsman.org.uk or by writing to: The Financial Ombudsman Service, Exchange Tower, London. E14 9SR. The FOS can be contacted by telephoning 0800 023 4567 or e-mailing complaint.info@financial-ombudsman.org.uk

Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

We are also 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 on the type of business and the circumstances of the claim.

- **Investments** – eligible claims relating to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm.
- **Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status

From time to time we may attend training events funded and / or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

GENERAL

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Client money

FACET is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

Investment Related Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Investment Performance & Risks

Please be aware that investments 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, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

- **Unregulated Financial Products**

Our services may also include advice on investments relating to or executing transactions in **unregulated financial products** including non-mainstream pooled investments such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you. We are unlikely to offer this type of product to clients, due to its complexities.

- **Insurance related**

Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

PROTECTING YOUR PERSONAL INFORMATION

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.
- We adopt a transparent approach to processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/email/letter etc.)
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.