“YOURCO Name & Logo”

**Member Address**:-

**Member company details**:- Co. Registered No/ Registered in/ Registered office as above/or address or Trading as (if not using corporate name) Or Trading name if Partnership or Sole Trader and names of proprietors (or notice of)

**DATA PROTECTION & ANTI MONEY LAUNDERING**

1. We are registered under the Data Protection Act 2018.
2. The Data we collect is subject to active consent by you and you can revoke this consent at any time.
3. By signing below this section, you are explicitly consenting that we keep personal and financial information relating to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs.
4. Any Data you consent to us handling or processing is governed in accordance with our Data Protection Policy, which is attached.
5. Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with General Data Protection Regulation (GDPR), to such third parties. You agree that this information may be transferred electronically, (e.g. e-mail). You also agree that we or any such third party may contact you in future by any means of communication which we or they consider appropriate at the time.
6. We are required to verify your identity in accordance with the Criminal Finances Act 2017 and the Sanctions and Money Laundering Act 2018. . We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.
7. You agree to us recording telephone calls for your security and to avoid misunderstanding
8. Under General Data Protection Regulations you have a right to obtain a copy of the personal information that we hold about you. We are obliged by law to provide this information in a structured format within 30 days of your requesting it without charge.
9. If you believe that any information held is incorrect or incomplete, you should contact us at our usual address. Any information that is found to be incorrect or incomplete will be amended within one month (this can be extended by an additional two months where the request for rectification is complex).
10. Personal data will be retained no longer than is necessary for the purpose obtained for. We keep records of our business transactions with you for at least six years.

I/We hereby consent to the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I/We authorise you to liaise with My/Our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

**By signing below, you are consenting to us retaining your data for the purposes outlined above.**

**Signature**

□ Please tick this box if you give consent for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

**Client Agreement**

1. This document sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
2. The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by us or you, or replaced by a later version.
3. **\*\*** YOURCO **\*\* is authorised & regulated by the Financial Conduct Authority (FCA) under number . \*\*** YOURCO **\*\* (‘the firm’) has an FCA number of \*(your firm’s FCA number)\*.** You can check this on the Financial Services Register by visiting [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the **FCA at 12, Endeavour Square, London, E20 1JN or telephone 0800 111 6768 (freephone)**

**the range of our advice and financial planning objectives**

1. Co Name and your adviser are able to advise you on products from the whole of the market.
2. We are permitted to give advice on general insurance and mortgages and arrange transactions in these products. For Mortgage advice we provide independent mortgage advice/ we offer advice from the whole of the market.
3. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a ‘fact find’ to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.
4. You hereby acknowledge that in the event of the firm assisting you in the completion of any mortgage application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the mortgage or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.
5. We will forward to you all documents showing ownership of your contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.
6. Unless you inform us whether there are any restrictions as to the type of insurance or mortgage or their markets on which you want advice, we will only provide that service on insurance or mortgages within our authorisation and that we believe are suitable for you.
7. We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

**Customer Classification**

1. The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

**the cost of our Services**

**Pure Protection Products**

12 If you buy a protection product you may elect that we are remunerated **by commission**. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a ‘product charge’ which you pay when you purchase the product. Product charges pay for the product provider’s own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, but we will disclose this to you in advance.

1. **Our Fees for Mortgages Advice**

In accordance with the regulatory requirements, for providing mortgage advice there is:

🞏 No fee. We will be paid commission from the lender.

🞏 A fee of £[xx] is payable at the outset/ application and £[xx] is payable (on) when you apply/completion for (of) a mortgage. We will also be paid commission from the lender.

🞏 A fee of £[xx] which is payable at the outset/application and £[xx]which is payable (on) when you apply/ completion for (of) a mortgage. We will refund any commission we receive from the lender.

 **Refund of fees**

If we charge you a fee, and your mortgagedoes not go ahead, you will receive:

🞏 A full refund if the lender rejects your application

🞏 A partial refund if your application falls through

🞏 No refund if you decide not to proceed.

1. For general insurance we do not charge a fee. We will be paid commission from the product provider.
2. We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.
3. In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other 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 such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

**Client Money**

1. For your additional security **we do not handle client’s money**. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the insurance provider.

**Accounting to You**

1. We will make arrangements for all your contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

**Financial Services Compensation Scheme (FSCS)**

1. We subscribe to 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. You will find up-to-date details of the FSCS’s compensation limits, eligibility and details of how to make a claim on its website [www.fscs.org.uk](http://www.fscs.org.uk) As at (date MM/YY), the limits are:-

**Insurance**

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

**Home finance products mortgages and home purchase plans**

Advising on or arranging house purchase finance is covered for 100% of the first £85,000 (per person).

Further information about compensation scheme arrangements is available from the FSCS.

**Complaints**

1. If you should have any complaint about the advice you receive or a product you have bought please write or call the **Compliance Director at the address above.**

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); The Financial Ombudsman Service; Exchange Tower; London E14 9SR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

**Cancellation Rights**

1. The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction. Where cancellation is requested within the cancellation period we will instruct the provider to refund the proceeds net/gross of the adviser charging agreed.

**MATERIAL INTERESTS**

21. We are not connected to any product provider, but occasions can arise where we, or one of our other clients, 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 clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

22. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

**Risk Warnings**

1. Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

**For mortgages please be aware that your home may be repossessed if you do not keep up repayments on your mortgage.**

**For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.**

**Termination of Authority**

1. You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

**Governing Law & Jurisdiction**

LIABILITY

1. You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.
2. We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English/Scottish law (delete as appropriate). Any disputes shall be determined in the jurisdiction of the English/Scottish Courts (delete as appropriate).
3. Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

**Client’s Consent**

1. **This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.**

I/We understand and consent to the terms of this client agreement

Client Name(s) .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. ..

Client signature(s) .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. ..

Date .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. .. ..

Signed for and on behalf of the firm:

Adviser .. .. .. .. .. .. .. .. .. .. .. ..

Signature .. .. .. .. .. .. .. .. .. .. .. ..

Date of issue .. .. .. .. .. .. .. .. .. .. .. ..