

A B M *farnham*

Independent Mortgage Advisers

1 Kimbers Lane, Farnham, Surrey. GU9 9PT

Tel: 01252 821093

Sole Trader

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 Client Agreement come into force immediately on acceptance of its terms and remains in force until further notice.
3. Barry Easton T/A A B M Farnham is an appointed representative of Financial Ltd., which is authorised & regulated by the Financial Services Authority (FSA). A B M Farnham (hereon referred to as 'the firm') FSA number is 195840. You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the **FSA at 25 the North Colonnade, Canary Wharf, London.E14 5HS or telephone 0845 606 1234**, or by contacting Financial Ltd. at **Unit 1, Andoversford Business Park, Cheltenham, Gloucestershire, GL54 4LB.**

FINANCIAL PLANNING OBJECTIVES

4. In order to provide you with personal 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.
5. You hereby acknowledge that in the event of the firm assisting you in the completion of any investment 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 investment 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.
6. We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at the client's risk.
7. We are permitted to give advice on mortgages, life assurance and general insurance and to arrange transactions in these products.
8. We will outline from the outset whether our advice will cover your entire financial planning needs or whether it will focus on a specific area giving consideration to any restriction you place on what advice you want.
9. Once we have arranged any general insurance or mortgages contract for you we will not provide ongoing advice relating to it unless we are obliged to do so. You may request an ongoing review service which is available by a separate agreement, details of which we shall be pleased to provide to you. Where we do agree an ongoing service arrangement, a separate agreement may be provided.
10. Your adviser is independent and acts on your behalf as your agent. The adviser is therefore able to provide advice on the products of different companies from the whole market, rather than being restricted to the products or just one or a few companies.

11. We require our clients to give us instructions in writing, 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

12. 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 FSA rules as a **Retail Client** and the regulatory protection available to you will be the highest available.

PAYMENT FOR SERVICES

13. You will pay for our services by either fee, commission (or product charges) or a combination of fee and commission (through product charges). We will discuss your payment 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.
14. In accordance with the FSA's requirements, before providing advice for **mortgages** and insurance we will issue a Combined Initial Disclosure Document. The document will detail the options for the firm's remuneration by fee, commission or a combination of both.
15. 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.
16. In respect of any regular premium policy which we may recommend, 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 the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

CLIENT MONEY

17. 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) or handle cash.

ACCOUNTING TO YOU

18. We will make arrangements for all your contracts to be registered in your name unless you first instruct us otherwise in writing.

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

19. We subscribe to the Financial Services Compensation Scheme. 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.

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 £50,000.

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

COMPLAINTS

20. If you should have any complaint about the advice you receive or a product you have bought please write to the **Complaints Officer at Financial Ltd, Unit 1 Andoversford Business Park, Andoversford, Cheltenham, GL54 4LB. Telephone Number 01242-820738.**

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

CANCELLATION RIGHTS

21. The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report.

MATERIAL INTERESTS

22. We offer independent mortgage advice, but occasions can arise where we, or one of our other customers, 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 customers 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.
23. 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

24. 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

25. You or we may terminate our authority 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.

DATA PROTECTION & ANTI MONEY LAUNDERING

26. We are registered under the Data Protection Act 1998. It is understood that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs. We confirm that this information will not be used, or transferred by us to any other firm or company with the exception of Financial Ltd. and the product provider. We may also provide information to the FSA upon request.
27. We cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes.
28. Where business services are provided to the firm 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 the firm may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, 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 company may contact you in future by any means of communication which we consider appropriate at the time.

- 29. We keep records of our business transactions for at least five years.
- 30. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.

GOVERNING LAW & JURISDICTION

- 31. We reserve the right to amend this client agreement at our discretion where changes in regulation, law etc. necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This client agreement shall be governed by and construed according to English / Scottish Law. Any disputes shall be determined in the English / Scottish Courts.

CLIENT’S CONSENT

- 32. 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 and I/We hereby authorise 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.

I/We agree that this Client Agreement will come into effect from the date of acceptance.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Client Name(s)

Client signature(s)

Date of acceptance

Signed for and on behalf of the firm:

Adviser

Signature

Date of issue

Approval ref 5025