

#### **CLIENT AGREEMENT**

This agreement sets out the 'terms of business' under which Adrian Smith Wealth Management Limited will provide services to you in conjunction with our Services & Costs document. If there is anything you do not understand, please ask us to clarify this for you.

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

- 01253 535535
- adrian@aswealthmgt.co.uk
- ASWM Ltd, 15 Olympic Court, Whitehills Business Park, Boardmans Way, Blackpool, FY4 5GU

This Client Agreement sets out both our obligations and should be read in conjunction with the information in our Services & Costs document, which has also been provided to you.

The section "Information about our services" includes details of the protections available to you under UK regulation of the financial services industry. The services we have agreed to provide and the cost for those services are shown in the section "Adviser Agreed Services & Costs".

## Our Obligations - Advice

Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendation, we will carry out a suitability assessment so that we are able to act in your best interests. We will provide you with a Key Features Illustration, a personalised description of the recommendation, benefits, risks, costs and charges of the product(s) we are recommending.

We will confirm any advice given to you in writing (our suitability report) along with details of any risks that may be associated with the products or investment strategies we have recommended.

Where we agree to provide you with a service that includes an on-going review of the suitability of the investments we have recommended, we will carry out this review at least annually, or alternatively, as agreed. 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 any updated recommendations.

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.

#### Discretionary Fund Management

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM). These are professional investment managers appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain our responsibilities and those of the DFM, in relation to your investments.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

We may take into account your expertise as a professional client when complying with the requirements to provide you with a general description of the nature and risks of particular transactions. We are entitled to assume that in relation to the products, transactions and services for which you are categorised as a professional client, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.

### Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We will verify your identity before undertaking any business with you. To do this 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.



## **Best Execution**

Where we send investment applications on your behalf to third parties (e.g. 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'. We have a best execution policy and if you wish to see a copy of this, please ask us.

### Conflict of Interest

Although we will always try to act in your best interests there may be situations where we, or one of our other clients, has some form of interest in the 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 own interests, we will write to you and ask for your consent, before we carry out business for you. We will also let you know the steps we will take to make sure you are treated fairly. We have a conflicts of interest policy and if you wish to see a copy of this, please ask us.

### Communicating with you

Our communications will be in English and the normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

### Client Obligations

Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information. 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.

#### Payment for Services

By signing this agreement you are agreeing to pay the charges for our services as set out in the section "Agreed Adviser Services & Costs". Your selected payment method is also confirmed in this section and we will tell you if any payments are subject to VAT. Our initial charges are payable once we have completed our agreed work and must be settled within 28 business days.

Any products we have arranged for you will only be kept under review as part of an on-going service for which have agreed to pay. Our on-going services are optional, but if you agree to purchase an on-going service, unless otherwise agreed, the on-going service will be provided as a follow up to the initial service.

Our charges for on-going services will start one month after the initial charge and a typically taken as a percentage of funds under management. Our charges are payable within 28 business days of the end of the relevant period. These services can be cancelled at any time by informing us in writing and please refer to the section "Cancellation and Amendments. However, please note that we do reserve the right to charge you for services we have provided before cancellation.

Where our on-going charges are based on a percentage of your investments, the level (£) of our on-going charges may change as the underlying investment fund value fluctuates. In some circumstances we may receive on-going payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for on-going services. We will discuss and agree this with you where relevant.

# Legal & Accounting Advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

#### **Ending this Agreement**

We may terminate this agreement by giving you at least 20-business day's 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 provided 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 is not necessary to issue a new agreement. If this is the case we will write to you with details of the changes at least 28 business days before they are due to take effect.



# **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.

#### Information about our Services

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London. E20 1JN. www.fca.org.uk. Our firm reference number is 680893.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts in addition to credit broking and debt counselling services. We are not permitted to hold client money or assets. Unless we tell you otherwise, we will treat you as a retail client for investment business and a retail consumer for non-investment insurance business. This means that you are given the highest level of protection available under the UK's regulatory system. 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.

## Other 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 (e.g. product providers) as this would conflict with our independent status.

However, 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 ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

# Complaints Procedure

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

- Telephone: 01253 535535
- Email: adrian@aswealthmgt.co.uk
- In writing: The Complaints Officer, ASWM Limited, 15 Olympic Court, Whitehills Business Park, Boardmans Way, Blackpool, FY4 5GU

We do 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.

# The Financial Services Compensation Scheme

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. You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

- Investments eligible claims for most types of investment business are covered for up to a maximum of £85,000.
- Insurance in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at www.fscs.org.uk.

# Securing your Personal Information

To provide our services properly we will 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. 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.

We adopt a transparent approach to the 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 will 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, we will put a contract in place to ensure that your information is adequately protected. As part of this agreement we will 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.

#### Sensitive Personal Data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by reading the statement contained within the Declaration below. Any personal data we collect from you will be retained in either a paper and/or electronic format but will be protected to keep this safe and secure. Please note that you may withdraw this consent at any time by notifying us at our main business address. We may also 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 contact us.

### Agreed 'Adviser' Service & Costs

<u>Initial Service</u>		<u>Details of Agreed Fee</u>				
Financial Review and	Yes/No	Staff Member	Number of hours	Hourly Rate	Total	
Transactional Services		Director		£220		
		Financial Adviser		£180		
		Administration		£50		
				Total cost (£)		
		We will invoice you direct for payment of this sum upon completion of the review.				
Savings, Investments & Retirement Planning	Yes/No	An agreed percentage deduced from investr		estment. The fee wi	ll be	
		This fee will be deductransferred amount su	As Agreed			
		We will invoice you for transaction completes	As Agreed			
Regular Premium Savings or Pensions	Yes/No		£			
			N/A			
On-going Services		<u>Details of Agreed Fee</u>				
Gold DFM (1% per annum)	Yes/No	Our DFM Service may incur an additional fee which is paid directly to the DFM provider. The fee will be deduced from investments on a monthly basis in addition to our ongoing service fee.  (i.e. 1/12 of 1% per month)				
Analytics Monthly (1% per annum)	N/A	Our Monthly Review Service is temporarily suspended.				



# **Declaration**

I acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

I consent to the processing of sensitive personal data as far as it is necessary for the services I/We require from Adrian Smith Wealth Management Limited

I authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Adrian Smith Wealth Management Limited and any relevant third parties.

I agree that Adrian Smith Wealth Management Limited or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

I may wish to contact you in the future so that we can provide information about other services that may be of interest to you. Please tick if you would like to receive information about our services by means of:

Email	х	Telephone	х	Text Message	х	Post	х
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This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Date of Issue	
Client	
Signature	
Date	
Client	
Signature	
Date	
Signed on behalf of Adrian Sr	mith Wealth Management Limited
Adviser	
Signature	

Date