

Client Agreement

Commencement

The following agreement will come into in force with immediate effect.

Our Services

We will act on your behalf for the purposes of arranging advising on pure protection, investments, pensions, mortgages and general insurance. Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for Investment Business and will act in your best interests at all times.

As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product. Such a request must be made in writing and we will consider any requests received, on a case by case basis, against the criteria set out in FSA Rules. We will inform you of the FSA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client; you must keep us informed of any change in your circumstances that could affect your classification.

We may also advise on products and services, which are not regulated by the Financial Services Authority. We will tell you where this is the case.

Unless agreed otherwise in writing we will not be obliged to review in the future any investment or policy that we have arranged for you.

We are authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent regulator of financial services in the United Kingdom. Howard Financial Services Ltd is entered on the FSA register (www.fsa.gov.uk/register) under reference 219306. Our address is Howard Financial Services Ltd, 8a Church Road, Alphington Exeter, Devon EX2 8SB

How we charge you for our services

You have the option to pay for our services by way of a fee in which case the amount will be agreed with you before we carry out any chargeable work. Alternatively we can be paid commission on a product we arrange. We will tell you about how much commission we receive.

We will provide you with further details about the cost of our services separately.

We will tell you if you have to pay VAT. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If we arrange a policy for you from which we receive commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the right to recover from you an amount equal to the amount we have had to refund. This is to compensate us for the time spent in advising you and arranging the policy. The amount recoverable and the timeframe over which is recoverable are dependent on the product chosen. Details of the amount and timeframe will be notified to you in the suitability letter we will send you. We shall not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the product provider.

If we receive any other form of benefit in connection with our services to you we will disclose this to you.

Your Protection

We prefer instructions to be in writing. If instructions are given verbally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

We will normally register all products and/or investment in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for your ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests or those of one of our clients conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit and you should understand the risks before making any investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact us either:

In writing: Complaints Department, Howard Financial Services Ltd, 8a Church Road, Alphington, Exeter, Devon EX28SB or by email: info@howardfinancialservices.co.uk or by telephone: 01392 214444

Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk. If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Deposit business is covered for 100% of £50,000 so the maximum compensation is £50,000.

Most types of investment business are covered up to a maximum limit of £50,000.

Insurance business may be covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (e.g. motor or employers liability insurance), advising and arranging is covered for 100% of the claim, without any upper limit.

Mortgage services may be covered up to a maximum limit of £50,000.

Further information about the FSCS is available from their website www.fscs.org.uk.

Termination

Either party may terminate this client agreement at any time. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred or a due proportion of any fees previously agreed.

Data Protection

Collection of data

In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

Access:

You have the right to access information we hold about you. You can access a copy of these records by contacting us. Contact details are as follows:

Data Protection Officer
Simon Howard, Howard Financial Services Ltd
8a Church Road, Alphington, Exeter, Devon EX2 8SB
Telephone Number: 01392 214444

We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Use of data:

Personal information will be kept for compliance and monitoring purposes. Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successor. We may also provide information to our auditors and professional advisers.

We may from time to time contact you by post, fax or e-mail with details of products and services, which may be of interest to you. If you would like to receive this information please indicate your preference by ticking the box here.

We shall disclose information to relevant authorities where we are required to do so by law.

We are legally obliged to verify the identity of our customers and retain these records.

We will retain records after our business relationship has ended for legal and regulatory purposes.

Rights of third parties

This agreement excludes any rights, which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English & Welsh Law, and the parties of this agreement hereby submit to the exclusive jurisdiction of the English & Welsh Courts.

Declaration

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.**

This Client Agreement will come into effect from the date of my/our signature below.
I/we acknowledge receipt of this client agreement and the services and costs document provided separately.

.Client: Date

Client: Date

Adviser: Date:



about our services and costs

Howard Financial Services Ltd

8a Church Road Alphington
Exeter, Devon,
EX2 8SB

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. This document has been designed by the FSA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

2. Whose products do we offer?

Investment

- We offer products from the whole market.
 - We only offer products from a limited number of companies.
 - We only offer products from a single group of companies.
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Insurance

- We offer products from a range of insurers for Term Assurance, Income Protection, Critical Illness and Private Medical Insurance contracts.
 - We only offer products from a limited number of insurers.
 - We only offer products from a single insurer.
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3. Which service will we provide you with?

Investment

- We will advise and make a recommendation for you after we have assessed your needs.
 - You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
 - We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
 - Conduct a full assessment of your needs;
 - Offer advice on whether a non-stakeholder product may be more suitable
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Insurance

- We will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Income Protection, Critical Illness and Private Medical Insurance contracts.

- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?

Investment

You will pay for our services on the basis of a fee, commission or a combination of both fee and commission. 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.

Paying by fee

Whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

Hourly Rate

We will confirm the rate we will charge in writing before beginning work. Our typical charges are: Principal/Director/Partner £150 per hour

Financial adviser £125 per hour

Administration £40 per hour

We will confirm the rate we will charge in writing before beginning work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

Paying by commission (through product charges)

If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing to us up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest or your age.

Paying by a combination of fee and commission (through product charges)

We will charge you a combination of fee and commission. The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work. The fee will become payable on completion of our work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

We will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out in the sections headed “**Paying by fee**” and “**Paying by commission (through product charges)**”.

Insurance

A minimum fee of £300 at outset will be payable for Term Assurance, Income Protection, Critical Illness and Private Medical Insurance contracts.

Where commission is received relating to any of the above contracts in excess of £300 then no fee will be charged at outset. Where commission received is less than £300 a fee will be charged for the difference.



When any of the above contracts are cancelled by you during the commission earnings period resulting in a reclaim of commission, we will charge a fee for the time taken in setting the policy up at our published hourly rate. Any commission already earned will be offset against this amount.



No fee

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates us?

Howard Financial Services Ltd, 8a Church road, Alphington, Exeter, Devon, EX2 8SB is authorised and regulated by the Financial Services Authority. Our FSA Register number is 219306.

Our permitted business is advising and arranging on investment, pension and non-investment insurance contracts.

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 on 0845 606 1234.

6. What to do if you have a complaint

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

- ...in writing** Write to Howard Financial Services Ltd, Complaints Department, 8a Church Road, Alphington, Exeter, Devon, EX2 8SB.
- ... by phone** Telephone 01392 214444.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the 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.

Investment

Most types of investment business are covered up to a maximum limit of £50,000.

Insurance

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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