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Instructions in writing / email in respect of all investment transactions. A life / pension policy provided they are subsequently confirmed in writing. Investing Ethically Ltd will be provided in writing, or if given verbally will be confirmed

Where we have arranged any investment for which you have given instructions, we will not normally give you any further advice unless you request it, but we will be glad to advise you at any time you ask us to do so. We will make arrangements for all your investments 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 investments as soon as practical after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.

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 sent by recorded delivery and will be deemed to be effective from the date of receipt. Termination will not prejudice the completion of any transactions already initiated on your behalf or any rights or obligations already arising, unless you specifically request us to discontinue processing that transaction.

**Client Records & The Data Protection Act**

You have the right to inspect copies of contract notes, vouchers and entries in our books, files or computerised records relating to your transactions. We keep records of our business transactions for at least six years. We reserve the right to only provide copies of your records if giving you direct access to them would allow access to files containing records of other clients.

Personal information provided by you may be maintained on our computer records and will not be shared with other parties, unless you have agreed otherwise. The provisions of the Data Protection Act 1998 apply. In order for us to advise you properly we must obtain certain information about your finances and personal circumstances. This information will be retained and used by us in the future. By signing this document:

- You agree that the information we hold about you can be held on computer and / or paper files.
- You agree that any information, which you give us, may be disclosed to third parties (e.g. credit reference agencies, product providers or data processors) for the purpose of administering and processing your application including the preparation or implementation of a service or the provision of an ongoing service, or upon the sale of all or part of our business.

**Marketing**

If you require us to update you with information on products and services that we feel may be of interest to you, please tick here.

We agree that any consent given by you under the above paragraph may be withdrawn at any time by contacting us in writing at our registered address.

**Legal Governance**

These Terms and Conditions of Business are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**Client Money**

**Investing Ethically Limited does not handle client money. We will never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you a bill) or handle cash.**

I / we confirm that I / we have received this document and their contents have been explained. I / we understand that the terms contained within this document will be deemed to be effective from the date it was provided to you or when you have signed to confirm receipt.

Signed \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

For adviser to complete:

Signed \_\_\_\_\_ Name \_\_\_\_\_

Date issued to client \_\_\_\_\_



**Investing ethically Ltd**  
**33 Whiffler Road**  
**Norwich**  
**NR3 2AW**

**CLIENT AGREEMENT**

**Our Services**

As an Independent Financial Adviser we will consider all areas of your finances (unless directed otherwise) and have the ability to deal in all products and with all providers across the whole market place. Our permitted business is to advise on and arrange pensions, investments, savings, mortgages and non-investment insurance contracts. As part of our service, we offer an initial discussion without charge, in which we will describe our services more fully and explain the payment options available to you. If agreed, after this initial discussion we will review with you in more detail your financial requirements depending on the type of service you have requested.

If you have requested a full financial planning review we will:

- gather and analyse the personal information you have provided, including your finances, your needs and future financial objectives, including your attitude towards investment risk and your ethical concerns.
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you using the information you have disclosed.

If you have requested a more focussed review in one, or several identifiable areas we will:

- gather and analyse the personal information you have provided, relative to those areas, and your future financial objectives including your attitude towards investment risk and your ethical concerns.
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you using the information you have disclosed. We may also provide recommendations on areas we feel are relevant even though you have not requested us to do so.

**Client Classification**

All clients with whom the firm conducts business are firstly classified into one of three areas. These are retail, professional or eligible counterparty categories, which ultimately allows us to identify the level of regulatory protection in each case. We propose to classify you as a **Retail Client** for investment purposes.

**Communication**

We will communicate with you in English, both verbally and written in all cases. We consider e-mails to have the same status as written documents on the understanding these are received from a previously confirmed e-mail address. We are unable to provide a guarantee that any e-mail sent will be received, or that the contents of any such messages will remain private or unaltered during internet transmission. We accept no liability for any damages that you or any others may suffer as a result of the alteration or loss of confidentiality of any e-mailed information. We virus scan all e-mails but will not be responsible for any damage caused by a virus or alteration by a third party after it is sent. We recommend that you employ reasonable virus detection and protection measures when accessing e-mails from us.

**Objectives and Restrictions**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, an agreed acceptable level of risk and any instructions you may wish to make regarding the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability report we will issue confirming our recommendations. Under normal circumstances we will assume that you do not wish to place any restrictions on the advice we give you. Where a request for advice to be restricted is received we will confirm our understanding of that restriction to you.

**Mortgage Advice**

The Financial Services Authority regulates mortgage activity in the United Kingdom where the borrower is an individual or trustee and the lender takes first legal charge over the property. In addition lending for home improvements, debt consolidation, some business lending and secured overdrafts are also covered by this regulation. We offer independent financial advice to assess products and solutions most suitable for you. We will constantly review the mortgage market in order to select the appropriate lender and mortgage product to meet your individual circumstances and needs and we will therefore be acting on your behalf.

The Financial Services Authority does not regulate some types of mortgage lending and where this is the case we will advise you separately. During our initial meeting we will complete a detailed questionnaire to enable appropriate advice to be given on your mortgage requirements. This will also provide you with information relevant to your mortgage needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage.



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Discuss your payment options with you and answer any questions you have. And how we are to be paid for our services.

fee for our advice and services. If we also receive commission from the product provider for arranging a product, we will reduce the fee, or increase the amount invested, or refund the commission to you.

#### Paying by commission ~ (product charges)

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

#### Paying by combination of commission and fee

In some circumstances, we also charge a fee on top of any commission we may receive.

If you choose the hourly rate fee option

We will agree the rate we will charge before undertaking any work for you. We will inform you if the charge will be subject to VAT. Our typical charges are:

- Director £150.00 Per Hour
- Adviser £100.00 Per Hour
- Paraplanner £ 80.00 Per Hour
- Administrator £ 60.00 Per Hour

You can request an estimate of how much in total we may charge. You can also ask us not to exceed a given amount without firstly gaining your authority to proceed.

#### If you choose the single payment fee option

We will agree what we will charge you before beginning any work. This will be specified to you as a maximum fee that you could be asked to pay. For guidance, our typical charges are £500 for a basic individual financial review. If the fee is likely to exceed this stated amount we will firstly agree this with you before proceeding with any chargeable work. In addition, we will advise if the charge will be subject to VAT.

#### If you choose a combination of Commission and Fee option

We will charge you a combination of fees and commission. The actual amounts will depend on the services provided to you, but will not exceed the total of the maximum fees referred to above in addition to the maximum commission shown on the tables below.

#### If you choose the commission option

The Tables below contain examples of the amounts of commission we would receive or equivalent we earn through product charges. The amounts vary depending on the product type, the amount you invest and (sometimes) for how long you will invest or your age when you start the product. These commission levels are only examples of what we can receive and we will agree with you the actual amount payable before arranging any product for you. It is important to note that we may charge an additional fee for work if the commission we receive is insufficient to meet our minimum costs. If required, we will firstly agree the level of this fee with you before proceeding with any chargeable work. In addition, we will advise if the charge will be subject to VAT.

<b>Regular Monthly Contributions</b>	<b>Example based on £100 per month</b>
Collective Investments	£36.00 each year plus £12.00 in year 1, £24.00 in year 2, and so on (The actual amount in later years will vary in line with your fund value)
Whole of Life	£1795.20 spread evenly over the first 48 months plus £30.00 each year from month 49
Personal & Stakeholder Pensions	£330.00 spread evenly over the first 12 months plus £30.00 each year from month 13
<b>Lump Sums</b>	<b>Example based on £10,000 investment</b>
Collective Investments	£300 in year one, plus £100 each year thereafter. The actual amount in later years will vary in line with potential future fund value
Investment Bonds	£300 in year one, plus £100 each year thereafter. The actual amount in later years will vary in line with potential future fund value
Annuities	£340
Income Drawdown	£500 in year one, plus £100 each year thereafter. The actual amount in later years will vary in line with potential future fund value
Personal & Stakeholder Pensions	£500

#### Personal Pension Schemes

Not all types of personal pension scheme have been considered when calculating the example commission figures shown above. Instead only the more common types are included, and schemes such as SIPP are not. Before we start advising you, we will inform you of how much we could be paid if we do recommend one of these products to you.

#### Group Personal Pension Plans

For Group Personal Pension Plan members, the remuneration basis for which we will be paid has been previously agreed with your employer.

#### Annual Servicing Fee – Investment business

We will agree what we will charge before beginning any work. Our typical charges for retaining your investments within our agencies and providing contact and advice at your request in accordance with the terms of this agreement vary but are subject to a maximum of 1.0% per year of the value of your investments. For example if your investments are valued at £10,000 we would charge a fee of £100.00 per annum.

#### Cancellation Rights

We will always inform you of your statutory right to cancel. You will normally be granted 30 days in which to cancel a life or pension contract, however there may be occasions where this period is 14 days or that no statutory rights are granted. This will be explained before any contract is concluded.

#### Material Interest

We will always act honestly, fairly and professionally when dealing with you. Occasionally situations may arise where we or one of our clients have 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 clients conflict with your interest, 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. You can request a copy of our conflict of interest policy at any time.

#### Investment Risks

All investments carry a degree of financial risk that will usually increase in line with the potential rate of return on a particular investment (ie the higher the level of potential return, the higher the level of risk one may have to take). Any investment linked to assets that may rise and fall in value (such as equities) may itself fall or rise along with the value of these assets. You should ensure that you are fully aware of the risks associated with the product and are content to accept the risks involved.

#### Who Regulates Us

Investing Ethically Ltd is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 192005.

#### What to do if you have a complaint?

If you should have any complaint about the advice you receive or a product which you have purchased, please contact us, in writing to ~ The Compliance Officer, Investing Ethically Ltd, 33 Whiffler Road, Norwich, NR3 2AW, or telephone on 01603 309020, or by email phil@investing-ethically.co.uk, giving details of your complaint. We will provide you with a copy of our formal complaints procedure upon request or upon receipt of a complaint. If we are unable to resolve a complaint to your satisfaction you have the right to take your complaint to the Financial Ombudsman Service.

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

We maintain professional indemnity insurance to enable us to meet any liabilities that may arise on us in respect of our obligations to you for services performed on your behalf. We are covered by the FSCS. You may be entitled to compensation from the scheme if for any reason we cannot meet our obligations. This will however depend on the type of business and the circumstances of the claim.

#### Investments

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. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

#### Mortgages

Mortgage advising and arranging is covered up to a maximum limit of £50,000.

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