

This "*Client Agreement*" is issued by Gregory Adam Financial Management Limited, 'the firm' to The User of the Gregory Adam Financial Management Web Site.

Tel: 01275 847649 Fax: 01275 814361
Email: ifa@gregoryadam.co.uk

This is a sample agreement, a fresh copy will be provided to you when we have accepted you as a 'Retail Client' under the Financial Services Authority (FSA) Definitions of client classifications. (COBS 3.4.1)

(1) Commencement of this Client Agreement

This *client agreement* will come into force with effect from a future date to be mutually agreed, and will continue from that date until we receive notification of 'termination' from you, in line with the guidance contained within this document. You will be provided with amendments to this *client agreement* from time to time, and will always receive a revised *client agreement* from us if we have made any amendments to the terms herein, before any further advice will be given.

(2) Regulator

The firm is authorised and regulated by the Financial Services Authority (FSA).

(3) Investment objectives

Your objective in becoming a customer of the firm is to obtain advice relating to any one or more of the following: pensions (Including Stakeholder), investments, life assurance, health insurance, mortgages, or other financial advice relating to packaged products of regulated insurance companies.

(4) Restrictions

You the customer will provide verbally to us prior to any advice being given, and then in writing within 2 working days, any restrictions you wish to place on:

- (i) the types of designated investment in which you the customer wishes to invest; and
- (ii) the markets on which you the customer wishes transactions to be executed.

If we do not receive verbal notification of your intent to apply restrictions on receipt of this *client agreement*, we will assume that there are to be no such restrictions and will offer advice in all types of designated investment and markets that are within our scope of permissions notice issued by the FSA.

(5) Handling Of Customer Money

We have chosen not to be authorised for handling customer's monies. All cheques must be payable to the relevant Insurance or Investment company.

(6) Client Proposition/Services

Once this *client agreement* comes into force, the firm will provide the customer with the services agreed under our "Client Proposition" document, which you have signed. This sets out the level of service that we are going to offer you. This may include full independent financial advice, taking into account your own personal and financial circumstances, and based upon your own personal objectives. The recommendation of suitable products to suit your needs, for which we will provide you with full specific key features and illustrations, as required to support our recommendations. We will assist you in the completion of forms relevant to the products/investments selected, will liaise with yourself and insurers, mortgage companies, and other relevant parties as needed (and within the permit of the Data Protection Act 1998) and our client proposition agreement, to secure for you the products in which you wish to invest. We will write to you to confirm the suitability of the products as soon as is practical, and in any event before the issue of any statutory cancellation notice by the Insurer. We will offer you additional services as set out in our Client Proposition and as agreed from time to time, either verbally or in writing and will carry out your requirements in an honest and confidential manner at all times.

All Investments will be registered in your name unless otherwise agreed in writing. We will forward all Contract Notes and Documents of Title in respect of any Investments to you as soon as practicable after their receipt. Where a number of Documents relating to a series of transactions are involved, the Documents will be retained by us until the series is complete. By arrangement we will compile all your documents into a policy folder and will return that to you at an agreed date.

(7) Payments for services

We receive our income from payment by you of a direct fee or by commission paid to us by Companies with whom your investments (such as those stated in investment objectives) are arranged (or by way of a combination of fee and commission). We shall tell you the amount of the fee or the commission payable to us on any such investment we arrange for you.

Please also refer to our keyfacts guide 'about services and costs' for further information relating to charging of fees.

(8) Accounting

We will forward to you a suitability report and all policy schedules and contract notes relating to any transaction executed on your behalf, as full account of the transactions carried out on your behalf.

(9) Right to withdraw or cancel

Most packaged products we recommend will normally offer you the right to cancel within 14 days of the contract being concluded. Certain products such as non-packaged ISA's, and annuities do not offer post sale cancellation, you may have a right to withdraw prior to the contract being completed and this will be explained to you at the time of sale if it is applicable to you.

(10) Unsolicited real time financial promotions (Direct mail or telesales)

The firm, or its representatives, may communicate an unsolicited real time financial promotion to you, the customer, if we are of the opinion that taking into account all the facts that we hold about you, that it may be to your advantage to be made aware of the financial promotion being offered. Your details will not be passed to a third party direct mail organisation.

(11) Conflict of interest and material interest

Occasions may 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 customers conflict with your interest, we will inform you and obtain your consent before we carry out your instructions.

(12) Complaints procedure

If you should have any complaint about the advice you have received or a product which you have bought please write to the Compliance Officer, Gregory Adam Financial Management Ltd 16, Middle Bridge Business Park, Bristol Road, Portishead BS20 6PN. If you are not satisfied with the outcome of the enquiry you may be entitled to complain directly to the Financial Ombudsman Service, details will be sent to you on request.

(13) Compensation

If you make a valid claim against the firm in respect of the investment we arrange, buy or sell for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Investors Compensation Scheme details of the cover provided by the scheme will be given on request.

(14) Termination of this Client Agreement

This *client agreement* may be terminated by the firm or customer at any time in writing as stated below. Termination will be without prejudice to the completion of transactions already initiated, if this is the case.

- (a) The customer may terminate this *client agreement* by giving written notice to the firm, this *client agreement* will cease to have effect on expiry of one week from the date of receipt of the written notice from the customer;
- (b) The firm has the right to terminate this *client agreement*, it may do so by giving one weeks written notice of intent to cease acting as adviser for the customer, at the expiry of one week from the date of the written notice, This *client agreement* will no longer have effect.
- (c) This *client agreement* will automatically terminate if we do not transact any business for you, nor receive any correspondence from you during the 3 years following the date of this *client agreement* letter.

(15) Termination consequences

If you terminate this agreement whilst agreed transactions are still in progress we reserve the right to charge you a fee for the work carried out on your behalf from the date of This *client agreement* to the date of termination. This fee will be notified to you in writing, at the date of termination based upon our hourly fee rates as shown in our key facts document 'about our services and costs'.

(16) Data Protection

We are registered under the Data Protection Act 1998, and the data collected and held about you, will be subject to those rules and regulations.

DATA PROTECTION POLICY

Your Personal Information and the Purposes for which it is used.

As soon as you contact Gregory Adam Financial Management Limited, we will create a record in your name. Information that we then collect, including information that you give us at client meetings and completion of applications is added to that record.

Gregory Adam Financial Management will hold general information about clients, such as name, address, date of birth, insurances held and mortgages entered into. Your personal data are the responsibility of Gregory Adam Financial Management, who is the data controller.

Personal information is used, as set out in the Data Protection Register, but briefly this being in the following ways:

- To be able to obtain sufficient information from you to offer advice as required under the Financial Services Authority guidelines
- To process applications and provide services to clients, this may include passing data to other Insurance Companies, to whom you are making an application through ourselves
- To undertake statistical analysis, to enable us to improve our services

Our Principles

We are committed to the data protection principles of good information handling practice. All personal information is held in secure computer and manual files.

Overseas Transfers

The Data Protection Act 1998 restricts the transfer of personal information outside the European Economic Area, whereas transfers over the internet may take place potentially to any country in the world. If you use the internet, for any transaction with us, your consent to the transfer of personal data is implied by your action.

Access to your data

You have the right under the Data Protection Act to be supplied with a copy of your personal data held by us. Requests should be made in writing to the Data Protection Coordinator, Gregory Adam Financial Management Ltd, 16 Middle Bridge Business Park, Portis Fields, Bristol Road, Portishead BS20 6PN, there is an administration charge of £10.00 to provide this information. A cheque payable to 'Gregory Adam Financial Management Limited' should accompany your request.

Your full details will be released to you within 40 days of receipt of your letter, and administration payment.

Further Information Further information can be obtained from the Data Protection Coordinator, at the address shown above.

Registered in England & Wales no: 4748082
Independent Financial Advice - Authorised and Regulated by the Financial Services Authority
Registered Office: 16 Middle Bridge Business Park, Portis Fields, Bristol Road, Portishead, BS20 6PN
Directors: T Strawbridge Cert PFS, M Ireland ACII, Dip PFS, P Shrimpton AIFP