

# Client Agreement

Money Workout Limited  
371 Millbrook Road West  
Southampton  
Hampshire  
SO15 0HW

Registered office as above.  
Registered in England and  
Wales, Company no 6594762

**January 2009**

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 issue and remain in force until further notice.
3. **Money Workout Limited is an appointed representative of Financial Ltd, Andoversford Business Park, Cheltenham, Gloucestershire GL54 4LB which is authorised & regulated by the Financial Services Authority (FSA). FSA number 488555.** You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://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.**

## 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 assisting you in the completion of any mortgage 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 mortgage 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 contracts as soon as practicable after we receive them. All such documents may be sent by post and is done so at the client's risk. We are permitted to give advice on Insurance and mortgages and arrange transactions in these products.
7. Unless you inform us whether there are any restrictions as to the type of insurance or mortgage or their markets on which you want advice, we will only provide that advice on insurance or mortgages within our authorisation and that we believe are suitable for you.
8. When we have arranged any insurance or mortgage contract for you we will not give you further advice unless you request it, but will be glad to advise you at any time you ask us to do so. In conducting insurance mediation activity the firm does not act contractually on behalf of, or for, its customers & consequently the rules for distance non-investment mediation contracts do not apply.
9. The advice we provide to you on all contracts is INDEPENDENT on products from the whole market.

## CUSTOMER CLASSIFICATION

10. The firm proposes to classify you in accordance with FSA rules, as a **Retail Client**.
11. When **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 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 transaction. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower. We will

tell you how much the commission will be before you complete a transaction, but you may ask for this information earlier.

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

If you pay £13.06 per month towards a whole life policy then we would receive £102.17.

We will tell you how much the commission will be before you complete a transaction, but you may ask for this information earlier.

12. Before providing advice for **mortgages** you will receive from us a "Services and Costs Disclosure Document" or a "Combined Initial Disclosure Document", detailing fees & Commission options, in accordance with FSA rules. These documents set out how we will be remunerated either by fee, commission or a combination of both.
13. You will receive from the life office or operation in question information about the commission we receive. We will also tell you the amount of commission payable to us on all contracts. All trail or renewal commission payable by providers belongs to the company. We may share commissions with third parties who introduce business to us.
14. 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 life company. Details of the commission payable will be notified to you in a specific key features illustration prior to any transaction proceeding
15. 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.
16. If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

#### **CLIENT MONEY**

17. For your additional security **we do not handle client's money**. In respect of premiums, we never accept a cheque made out to us or handle cash. 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. Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf. 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 contracts 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.

19. Unless you specifically request otherwise we may telephone you during normal social hours to offer you further advice or inform you of products and services in which you may be interested. We may also contact you by mail or e-mail. If you do not want to receive such information, please let us know.

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

20. We are covered by 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 100% of the first £2,000 and 90% of the remainder 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 for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

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

## **COMPLAINTS**

21. 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.

## **MATERIAL INTERESTS**

22. We offer independent financial 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.

## **TERMINATION OF AUTHORITY**

24. 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 these terms of business 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**

25. 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.
26. We confirm that 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.
27. Where business services are provided to Money Workout 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 Money Workout Limited 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.
28. We keep records of our business transactions for at least five years. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.
29. We reserve the right to amend these Terms at our discretion where changes in regulation, law etc. necessitate by giving you notice in writing. These terms of business shall be governed by and construed according to English Scottish Law. Any disputes shall be determined in the English / Scottish Courts.

## **CLIENT'S CONSENT**

30. I/We understand and consent to the terms of this Client Agreement and I 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 other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

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.

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

***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.***

Clients name(s) \_\_\_\_\_

Clients signature(s) \_\_\_\_\_

Date signed \_\_\_\_\_

**Signed for and on behalf of Money Workout Limited**

Adviser \_\_\_\_\_

Signature \_\_\_\_\_

Date of issue \_\_\_\_\_