

# CLIENT AGREEMENT

Comprehensive Advisory Service

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THE THOUGHTFUL INVESTOR



The following document represents our *Client Agreement*, which sets out the terms upon which we will provide our services to you. This should be read in conjunction with:

- our brochure, called *Thoughtful Advice for a World of Difference*, incorporating an insert called *Our Advisory Services*;
- our brochure, called *Guide to the Breadth & Depth of Our Advice*, incorporating an insert, called the *Scope of Our Advice*; and
- the personalised *Client Fee Agreement*, which we will ask you to sign and return

**We offer three types of service:**

- *Comprehensive Advisory Service*;
- *Overview Advisory Service*; and
- *Focused Advisory Service*.

The first of the brochures mentioned above and the accompanying insert explain the differences between each service. This *Client Agreement* covers only the *Comprehensive Advisory Service*. This is designed to benefit clients who have relatively multi-faceted advice needs, thus requiring our initial and ongoing help with a range of different financial needs. **The service is designed to be a fully comprehensive, holistic financial planning service.**

Having read the brochure, the inserts and this *Client Agreement*, we will ask you to sign and return a personalised copy of our *Client Fee Agreement* to us. This is our assurance that you have read and agreed to the following terms and to the basis upon which we will be paid. If you are unsure of the implications of any of our terms, please ask us to explain them to you.

## ABOUT US

Castlefield is a trading name of Castlefield Advisory Partners Limited, which is authorised and regulated by the Financial Conduct Authority, who can be found at 12 Endeavour Square, Stratford, London, E20 1JN. We are financial advisers and are registered in England and Wales under company number 6584365. Our registered office is 111 Piccadilly, Manchester, M1 2HY. Our FCA Register number is 478430. You can check our details on the FCA's Register by visiting the FCA's website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768 or 0300 500 8082. You can contact us via our website ([www.castlefield.com](http://www.castlefield.com)) or via telephone (0161 233 4550).

## ABOUT THE SERVICES WE OFFER

Details of the services we offer can be found in our brochure (called *Thoughtful Advice for a World of Difference*), which should be read in conjunction with the insert called *Our Advisory Services*. We will agree with you which of our services you want us to provide or we recommend that you receive. In order to provide you with advice and recommendations suitable to your personal and financial circumstances we will gather the appropriate information from you and we will then be able to set out clearly your financial objectives. Your objectives will be set out and summarised within a personalised Suitability Report, which will be issued to you as part of our advice process. This will document and explain the recommendations we have made.

## OUR SPECIALISM IN RESPONSIBLE INVESTMENT

Investing responsibly or ethically is not just about screening out certain sectors, but about investing in businesses that are monitoring their environmental and social impact, with the aim of preserving and enhancing long-term shareholder value. We believe that companies that take sustainability into account are more likely to show themselves to be robust over the long-term and thereby perform better.

## THE SCOPE OF OUR ADVICE

Our advice to you will highlight particular areas where we feel we can be of help. The scope of our advice will depend on the area(s) where we jointly agree that you need advice.

The *Comprehensive Advisory Service* involves us providing a **restricted advice service**. This means that when we consider and recommend new retail investment products to you, we will only consider relevant and suitable products and options for you from a range we have previously selected as potentially suitable for clients with objectives and needs similar to yours. We will therefore make personal recommendations to you on retail investment products whilst restricting our advice to this pre-determined, regularly reviewed list. You will find the range of possible providers and options listed on the separate sheet, entitled *The Scope of Our Advice*, each of which has been selected based on a range of criteria including such factors as the range of features and benefits offered, value for money, administrative efficiency and the perceived security and financial standing of the providers concerned. If it is appropriate for you, in our view, to retain an existing investment or product we will make this clear to you. If you have existing products and investments which are outside *The Scope of Our Advice*, we will only recommend new options for you, where in our view we have identified products or services more suitable for you than your existing ones.

**As a general guide, when considering new investments or the reinvestment of cash resulting from the recommended sale of an existing one, we will recommend a fund or funds managed by our sister organisation, Castlefield Investment Partners LLP (CIP), but only where a suitable fund managed by them is available. In the absence of such a suitable fund we will select the most suitable third-party managed fund.**

More typically, if we consider that you will benefit from the services of a discretionary investment manager, we expect to introduce you to CIP, who will then work closely with you and us to agree an appropriate investment strategy, matched to your appetite for risk. Subject to your agreement with them, they will then manage an agreed portfolio of investments to meet your needs. If you have a portfolio already managed by an alternative investment management organisation, we will only recommend using CIP where this is clearly suitable for you and in our view demonstrably in your interests. We will explain the respective responsibilities of ourselves and CIP in relation to your investments.

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. We will do this free from any initial restrictions or bias.

In any event, we will always explain carefully the methodology we use in providing advice to you, so that you understand how we have reached our recommendation. We will only recommend a product or service which is, in our view, genuinely suitable for you and meets a need identified as a result of the information you have been willing to provide. We have produced the brochure referred to above, called *Guide to the Breadth & Depth of Our Advice*, which sets out in more detail how we operate in terms of selecting investments and products for our clients.

Subject to your agreement to our recommendations, we will implement the advice and arrange the purchase of the recommended investment or insurance products on your behalf.

We are unable to offer the Comprehensive Service to any new clients' who are non-UK resident.

## OUR ADVICE PROCESS

The Financial Planning Process is divided into six separate stages:

1. Initial Consultation
2. Research
3. Preparation
4. Advice
5. Implementation
6. On-going Service

### 1. THE INITIAL CONSULTATION

This is the first assessment with you and is free of charge. It can last up to an hour and will take place over the telephone or face-to-face. We will ask basic details about your circumstances, to get a sense of how we may be able to help. We may be able to provide an initial estimate of the time and cost involved, if you decide to ask us to advise you formally. We will explain our service options and help you to decide which is likely to be most suitable for you. We will complete with you a *Financial Planning Questionnaire*. You will have the opportunity to ask us questions about how we work. If you don't 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.

We will issue you with any paperwork we are required to give you and discuss the options for how we will be paid. You are not obliged to proceed beyond this stage. However, in order to move to the next stage, you will have to sign a separate *Client Fee Agreement*, to agree to these terms and to indicate that you accept our charges for the work envisaged.

### 2. RESEARCH

Following your agreement, your adviser will then undertake all of the necessary research to be able to meet your requirements. This stage will involve a suitability assessment, looking into areas highlighted as being specific to your personal circumstances. There is likely to be a need to research a range of possible solutions or services which appear to be of relevance to you. We will also ask you to complete a document called *Objectives, Risk & Values*, so that we can get a clear impression of what's important to you and how much risk you are willing and able to accept.

### 3. PREPARATION

We will then prepare our recommendations based on the above research, taking into consideration your circumstances and requirements. If you decide not to proceed with our recommendations, the full initial fee you have agreed to pay will become payable. Please refer to the *Client Fee Agreement* for further details.

### 4. ADVICE

Our recommendations will be presented in the form of a *Suitability Report*. Your adviser will be available to discuss this report with you and will provide all the required documentation in order to help you to select the most suitable course of action.

## 5. IMPLEMENTATION

Following your agreement to proceed, we will complete with you all of the necessary documentation and administration procedures relating to the advice provided, such as further research and quotations; communication with financial institutions; consultation with colleagues; administrative and technology costs; correspondence and phone calls. Any final policy documents will be issued to you.

## 6. ON-GOING SERVICE

Our aim is to provide holistic advice to clients over many years. A key aim of the on-going service is to ensure that investment or insurance products continue to meet your requirements and to arrange to rebalance them accordingly, as your circumstances and requirements change. The *Comprehensive Advisory Service* entitles you to a face-to-face annual review. You may ask for a telephone review if you wish. As this service includes an ongoing review of the suitability of the investments we have recommended, we'll aim to carry out this review at least annually. To do this we'll need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and if relevant, any updated recommendations. If we're unable to contact you, or you're unable to respond to our request for up-to-date information within a reasonable time period, we'll provide an assessment based on the information we already know about you.

Each of the stages outlined above (including, where appropriate, on-going service) forms part of an integrated service package. In other words, assuming that you wish to take advantage of our advice, our overall service to you will automatically include the implementation of our advice and the arrangement of the purchase of any products or services we recommend to you and which you agree to take advantage of.

## THE COST OF OUR SERVICES

Our separate *Client Fee Agreement* covers in detail the choices you have for how our fee will be calculated to cover our services. We will discuss the options with you and answer any questions you have. **The *Client Fee Agreement* forms part of this *Client Agreement*, so they should be read alongside each other as, together, they represent the entire agreement between us.**

When you first become a client, we will not charge you until we have provided you with a personal estimate and you have agreed to the estimate of the amount concerned. Irrespective of whether our advice results in you buying an investment product or policy or indeed whether you decide to accept our advice at all, you agree to pay us a fee for the advice and service we provide.

We reserve the right to increase our fees in future but, if we do so, we will let you know in advance of any increased charges coming into effect. The section below entitled *Amendment to these Terms* explains how we will do this. If, having engaged us to provide you with advice, you proceed with the advice but subsequently decide to withdraw from any investment or policy agreed, within an initial period during which the product provider would look to recover fees from us (which in turn have been used to cover the costs of advice provided to you) we reserve the right to charge a corresponding fee to you.

You agree that all fees invoiced will be settled within seven days of the date of the invoice or other request for payment. Any outstanding fees will incur interest charges at a daily rate equivalent to 1% per calendar month.

You agree that where a product or service provider has agreed to facilitate the payment of fees due from you to us, and where such fees received are in excess of any fees you owe us at the time of receipt of the amount concerned, then we may retain these additional monies as an advance against the cost of future service from us to you. These payments are agreed as being owned by us on account until they are actually offset against our future fees or actually refunded to you. If you request a refund we will action your request within 30 days, although we reserve the right to offset any fees for work undertaken which has yet to be invoiced, before the final refund takes place.

In the event that we are entitled to receive a commission for non-advised transactions or for certain business transacted or advised on prior to 31<sup>st</sup> December 2012, we will be able to tell you the amount of any commission that is paid to us by product providers and other institutions with whom investments are made. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist, even though they are not paid through us or imposed by us.

We make no additional charge in relation to our specialisation in responsible investment.

We offer three ways in which you can pay for our initial and ongoing advice. The actual adviser charges (fees) will be agreed with you and based on the complexity of the work involved, the amount invested and the overall assets subject to our advice. We may:

1. Charge you on a percentage basis depending on the amounts invested
2. Charge an hourly rate
3. Agree a fixed fee with you depending on your specific requirements

These are further detailed below. Please note, all fees quoted include any VAT which may be payable and the cost of implementing the advice, if you decide to go ahead. However, if you act on our advice but choose to implement it yourself, you will still remain liable for our initial advice fees.

## FEES FOR INITIAL ADVICE

**Initial charges:** these are the upfront costs of our services subject to a minimum of £3,000.

### 1. Initial charges as a percentage

Our charge is 1% of the value of any investments, policies and/or services we have agreed should be subject to our care plus the value of any new cash you would like our advice on investing. The *Client Fee Agreement* will list the investments, policies, services and/or cash we agree should be subject to our advice, together with an estimate of the initial advice fee. Once we have confirmed the actual value of these to you our fee will be based on this actual total amount. For any initial advice that includes advice on protection policies, the initial commission payment from the product provider would be included within the overall fee.

**Here are some examples of how our initial charges would apply based on the typical charge above:**

If we advised you on policies, investments and/or new cash, with a total value of £250,000, our fee would be our minimum fee = £3,000.

If we advised you on policies, investments and/or new cash, with a total value of £500,000, our fee would be 1% of £500,000 = £5,000.

If we advised you on policies, investments and/or new cash, with a total value of £1,000,000 our fee would be 1% of £1,000,000 = £10,000.

If we advised you on policies, investments and/or new cash, with a total value of £500,000 and you also took out a protection policy where the commission payment was £500, our initial fee would be based on the following;

1% of investment amount, £5,000, deducting the amount of commission received, £500, leaves a balance of £4,500 to pay.

### 2. Initial charges on an hourly basis

Depending on the type of work you ask us to carry out, we may charge you on an hourly rate:

For a Partner or Associate, an hourly rate of:	£198
For a Paraplanner, Manager or Senior Executive, an hourly rate of:	£120
For an Executive or Assistant, an hourly rate of:	£90

We will provide you with an estimate of how much in total we might charge. You may ask us not to exceed a given amount without checking with you first. We will record the amount of time spent on your affairs in order to substantiate the fee we will charge. We have put together the example below to show what our typical costs may be, if charged on an hourly basis.

#### Hourly rate example

Creating a holistic financial plan with recommendations to meet your needs and objectives, taking into account your attitude to risk and values:

Partner/Associate 10 hours	10 x £198 = £1,980
Paraplanner/Manager/Senior Executive 8 hours	8 x £120 = £960
Executive/Assistant 5 hours	5 x £90 = £450
<b>Total initial charge</b>	<b>£3,390</b>



### **3. Initial charges based on a fixed fee**

We may pre-agree a fixed charge for any work we carry out on your behalf. The amount of the fee will depend on your individual circumstances and the complexity of your financial requirements. As a guide, the fixed fee will be calculated in the same way as our initial charges on a percentage basis, covering those assets you indicate at the outset you would like our advice on. Whilst the fixed fee option would provide certainty at the outset on this basis, if you choose to ask us to advise on additional assets part way through the advice process or immediately at the conclusion of it, we reserve the right to agree an additional fixed fee for the additional advice.

#### **Fixed charges for a full financial review**

This would cover a full review of your assets and liabilities and net worth, current and projected income and expenses (e.g. projected into retirement), insurance policies, retirement provision and other investments, including an analysis of current policy and fund features and estimated inheritance tax liabilities, with recommendations to meet your financial objectives.

Our fixed charge for carrying out a full financial review as above is subject to a minimum of £3,000.

Our fixed charge for carrying out a full financial review with policies/investments valued at £500,000 is £5,000.

Our fixed charge for carrying out a full financial review with policies/investments valued £1,000,000 is £10,000.

## CHARGES FOR ONGOING SERVICES

When you initially become a client the Client Fee Agreement will list the investments, policies, services and/or cash we agree should be subject to our ongoing care and advice. If you wish to be charged on a percentage basis we will show you an estimate of our annual fee. If you wish to be charged on a fixed fee basis we will show you the agreed fixed fee. After your account has been fully established with us, we will agree with you the date in each subsequent year when we will provide you with a formal valuation. We will use this valuation as the basis for calculating our percentage annual fee. If you have chosen to pay by means of a fixed fee we will review the amount with you and agree the amount applicable for the future. This valuation will include any assets, if any, which have been added to your account during the previous twelve months and which we have agreed to accept responsibility for. Our percentage fee, where relevant, will be based on the total value on each subsequent annual valuation date. There will be no allowance for the impact that any one item added to or removed from your account during the previous twelve-month period has on the annual fee calculation.

### 1. Ongoing charges as a percentage

Our charge is 0.8% pa of the value of any investments, policies, cash and/or services we have agreed should be subject to our ongoing care and advice (subject to a minimum fee of £2,400 pa).

If we recommend the use of Castlefield's Premium Portfolio Service or Managed Portfolio Service, our fees for ongoing services, for assets managed via those services, will be 0.6% pa. This will still be subject to the minimum fees detailed above.

Please note, if you choose to pay this on a percentage basis, the amount we receive may increase as the fund value increases and conversely decrease if the fund value falls. This means that the fee we charge you in any one year could be more or less than the initial estimate we provide at the outset.

Here are some examples of how our ongoing charges would apply based on a percentage of the value of policies or investments subject to our care:

For policies and/or investments with a value of £250,000, our ongoing fee would be our minimum, £2,400pa.

For policies and/or investments with a value of £500,000, our ongoing fee at 0.8% would be £4,000pa.

For policies and/or investments with a value of £1,000,000, our ongoing fee at 0.8% would be £8,000pa.

### 2. Ongoing charges based on a fixed fee

If you agree to pay this as a fixed fee, the amount we receive will not increase as the fund value increases or decrease if the fund value falls. The fixed charge will be reviewed at your annual review. Here are some examples of how our ongoing charge is calculated on a fixed fee basis subject to annual review:

Our fixed ongoing charge for policies and/or investments valued £250,000 at review would be £2,400pa.

Our fixed ongoing charge for policies and/or investments valued £500,000 at review would be £4,000pa.

Our fixed ongoing charge for policies and/or investments valued £1,000,000 at review would be £8,000pa.

Ongoing services can be cancelled at any time by informing us in writing. Please note that we will apply a pro-rata annual charge at the date of termination. This means that if you pay annual fees based on a percentage, we will calculate your final fee by applying the pro-rata annual fee rate to a current valuation of the funds subject to our care. If you pay annual fees based on a fixed fee we will claim for a pro-rata share of the full annual fee.

## OTHER CHARGES

Even where you are receiving and paying for an ongoing service (covered by the charges shown above) an additional initial fee may be payable for more complex advice, such as advice on long term care, or the implementation of tax planning strategies outside of our core service e.g. advice on selecting a suitable EIS or VCT investment. The actual charges and fees for more complex advice will be agreed with you before we start any work. Additional charges for more complex advice are based on an hourly rate and an example can be found below.

### Additional initial fee example, relating to complex advice

Partner/Associate 6 hours	6 x £198 = £1,188
Paraplanner/Manager/Senior Executive 5 hours	5 x £120 = £600
Executive/Assistant 2.5 hours	2.5 x £90 = £225
<b>Total additional initial charge</b>	<b>£2,013</b>

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

**Service costs:** If your investments are held on a platform (an online investment administration service) or held with a Discretionary Fund Manager (DFM), the platform provider / DFM will make a charge for administering / managing your investments.

**Investment costs:** These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.

We'll always disclose any third-party costs as part of making our recommendations

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

## PROTECTION

For advice on non-investment protection policies, we will be paid for this element of your advice by the commission supplied by the recommended product provider. We may be able to provide you with an estimate of the amount before we carry out any business for you.

In respect of any regular premium protection policy which we have arranged for you, 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, by the provider, we reserve the right to charge you a fee representing the amount we have to repay.

### A typical example of the amount of initial commission we could receive from a policy is set out below:

A joint life policy with a sum assured of £200,000 on a level term basis over 20 years based on a healthy male and female couple aged 40 on a first death basis is £567.

Any commission we receive from the product provider will be used to offset your initial fee. For example; If our fee for providing a full financial planning review was £5,000 and it included arranging a protection policy for you, which paid us commission of £567, you would owe us £4,433.

## **PAYING FOR OUR SERVICES**

Where one or more of the products, policies or services we have agreed to take under our care is able to facilitate the payment of fees to us, you agree that we may make the necessary arrangements for them to do so. This may require no further specific authority from you but where it does you agree to provide your specific authority in a form acceptable to the provider(s) concerned. We will choose which provider or providers are best able to facilitate the payment of the necessary fees to us. We reserve the right to agree with the provider(s) concerned the specific amount(s) to be claimed from each of them. **Where, based on our agreement with you, a fee is due to us and the amount facilitated in this way (covering a discrete initial fee amount or ongoing fee period) is insufficient to cover the fee due, we may ask you to settle the balance direct by way of cheque or bank transfer and you agree to do so.**

Please note that the facilitation of a fee from a financial product in this way will reduce the amount left for investment and may, depending on your circumstances, have other consequences. If any of the products or services you invest in hold insufficient funds to cover any up-coming or recent charge, you confirm you will provide us with authority to release up to the total value of the charge due. We will confirm how the funds will be taken and provide the appropriate paperwork, where required.

We cannot accept payments by cash, cards or by standing order. Our fees become payable on completion of our work and should be settled within seven days of the date of the invoice. Where our charges are based on a percentage of your investments, the amount of our **ongoing** charges may increase as the size of your fund grows.

## **PROVIDING INFORMATION ABOUT YOUR CIRCUMSTANCES**

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. 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 we give.

## **OTHER IMPORTANT TERMS**

**HOW WE WILL CLASSIFY YOU:** We have classified you in accordance with the Financial Conduct Authority rules as a *Retail Client*. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act 2000 (FSMA). If we propose to treat you as any other type of customer, we will let you know and explain why. You have the right to request a different categorisation. However, this may result in the loss of some of the protections available under the FSMA, such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.

**METHODS OF COMMUNICATION:** Unless you advise us otherwise, we will communicate with you by any of e-mail, telephone, letter, or face-to-face meeting. **Please note, we will not be able to set up or operate your account efficiently and keep you up-to-date if you don't provide us with a personal email address, which you regularly access.** We require you to give us instructions in writing or via email, to avoid possible disputes. We can refuse your instructions at our discretion. From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent as detailed within our Financial Planning Questionnaire and Privacy Notice. At our discretion and unless we hear from you to the contrary, we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.

**RECORDING COMMUNICATIONS:** To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us. Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

**ACCEPTING INSTRUCTIONS:** Instructions which have the intention of prompting us to undertake any action on your behalf should be made in writing or by telephone. However, should you wish to give instructions in any other form, including by email, we may accept such instructions, when we believe, in our absolute discretion, that these instructions originated from you or from someone acting with your authority. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.

**LANGUAGE:** All our communications and documents will be provided to you in English.

**LEGAL AND 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.

**INVESTMENT AND NON-INVESTMENT INSURANCE SERVICES:** We are permitted to advise on and arrange deals in investments and non- investment insurance contracts. If we arrange these for you, please note they will not be kept under review unless we have agreed to do so. You are free to ask for our advice at any stage. However, we may contact you in the future should we wish to discuss the relative merits of an investment or non-investment insurance contract or service which we feel may be of interest to you.

**BENEFITS WE MAY RECEIVE:** Under the rules of our regulator, the FCA, we can't accept payments or benefits from other firms (e.g. product providers) unless it's designed to enhance the quality of service we provide and it doesn't conflict with our duty to act in our clients' best interests.

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 the quality of service we provide to our clients. As such, this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

**CLIENTS' MONEY:** We do not handle clients' money. We never accept a cheque made payable to us (unless it is a cheque in settlement of our charges or disbursements for which we have sent you an invoice) or handle cash.

**CONFLICTS OF INTEREST:** On occasions we, or one of our other customers/associates/shareholders, will have some form of interest in a transaction we are handling for you. If this happens, or if 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 in writing before we carry out your instructions. We'll also let you know the steps we'll take to make sure you are treated fairly. There may be occasions when we will be unable to act for one of the parties involved. We have links with Castlefield Investment Partners LLP (CIP) and Castlefield Fund Partners Ltd (CFP), as sister organisations within the same group of companies. We are free to recommend to you that CIP manage some or all of your assets. However, this will only be the case if the product or service they offer is genuinely suitable for you. Please let us know if you would like to see a copy of our *Conflicts of Interest Policy*.

**BASIS OF VALUATION OF INVESTMENTS:** Where we provide you with an estimate of the value of your various assets or investments, as part of our service to you, we will do this in good faith, to assist you with monitoring your assets. The valuations will be derived from various sources we consider to be reliable – typically provided by product providers themselves, at our request – but we cannot be held responsible for the accuracy or completeness of information provided by third parties. The relevant dates of valuation of different investments may also vary as between one provider and another, although presented to you in the form of an aggregate valuation of all of your assets, for purposes which may include the calculation of our agreed fee on a set date.

**REGISTRATION/LOCATION OF YOUR INVESTMENTS OR POLICIES:** We will make arrangements for all your investments to be registered in your name unless we have agreed otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practical after we receive them. All cheques, documents of title, etc, may be sent by post to your last known address and shall be sent at your own risk. A recorded delivery service will not normally be used.

**TAXATION – CAPITAL GAINS TAX:** Please bear in mind that, in recommending a portfolio of assets for you, the recommendation may generate a liability to Capital Gains Tax on your behalf. This will result if the realised gains on the investments in your portfolio exceed the amount of any Capital Gains Tax allowance to which you may be entitled in any one tax year and you are liable to pay such tax. The extent of any such liability will depend on a number of factors, including the size of your portfolio, the number and size of individual transactions we recommend you undertake and the size of your personal Capital Gains Tax allowance. We will endeavour to provide you with an indication of this liability based on the information we know about you and your investments; this indication isn't guaranteed and shouldn't be treated as such. You should remember to take account of any resulting gains when preparing your HMRC self-assessment form. In any event, we recommend that you seek advice if you are unsure of the taxation consequences of your recommendations.

**TAXATION – INCOME TAX:** Income collected on the investments held on your behalf will be dealt with in accordance with the terms and conditions of the providers that we recommend for your assets. We strongly recommend that you are familiar with these conditions to understand how received income will be treated. This income may be received gross or it may be considered to have been received net of basic rate income tax. If you are a higher rate taxpayer there will be an additional liability to tax, which you should bear in mind in preparing your HMRC self-assessment form. Again, we recommend that you seek appropriate advice.

We accept no liability for the tax consequences of actions undertaken on accounts we advise on.

**BEST EXECUTION:** When carrying out orders on your behalf, in relation to financial instruments, we will take all sufficient steps to achieve what is called *best execution* of your orders. This means that we have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account various (sometimes conflicting) factors. Please let us know if you would like to see a copy of our *Best Execution Policy*.

**CANCELLATION RIGHTS:** Most policies and investments benefit from Cancellation Rights i.e. you may cancel your policy without suffering financial detriment, within a certain time period. Please note that the terms vary from policy to policy and some transactions may not have any Cancellation Rights attached.

**RISK WARNINGS:** The value of investments may go down as well as up and you may not get back the amount you originally invested. Past performance is not necessarily a guide to future performance. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. We will notify you separately of any specific risk factors that apply to the service we provide for you or to any investments which we recommend.

**THE RIGHT TO TERMINATE THIS AGREEMENT:** You or we may terminate this agreement at any time, without penalty or prejudice to the completion of any transactions already initiated. Notice of this termination must be given in writing. You will however be liable to pay for any transactions made prior to termination and any fees which may be outstanding. If we terminate this agreement we will give you at least 30 calendar days' notice, which will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this *Client Agreement* unless otherwise agreed in writing. You will be liable to pay for any transactions entered into or cost of advice yet to be invoiced relating to the period prior to termination and any fees outstanding, if applicable.

**TREATMENT OF INFORMATION OR DATA RELATING TO YOU:** To provide our services properly we'll 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. Sometimes, we may need to pass your personal information to other organisations (e.g. if you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider). 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, the firm must put a contract in place to ensure that your information is adequately protected. 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, we will ask you to sign a declaration within our Financial Planning Questionnaire (FPQ). We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to our FPQ and our Privacy Notice, which explains in more detail how we process your personal data, please visit: <http://www.castlefield.com/privacy-notice/>. A written copy is also available on request. By agreeing to these terms and conditions, you agree to us processing your personal data in accordance with the Privacy Notice.

**QUALITY OF SERVICE:** If you have any complaint about the advice you have received from us or a product that you have taken out through us please call or write to our Compliance Officer, Sarah Hanlon. Our contact details are shown in the About Us section above. Our internal complaints handling procedure, covering the reasonable and prompt handling of complaints, is available upon request. If, after we have reviewed your complaint, we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, full details of which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by calling them on 0800 0234567 or 0300 1239123. We will not levy any charge for handling complaints made against us. EU consumers who have a complaint about a product or service bought online also have the option to raise it through the EU Online Dispute Resolution portal, <http://ec.europa.eu/consumers/odr/>.

**FINANCIAL SERVICES COMPENSATION SCHEME:** We are covered by the Financial Services Compensation Scheme (FSCS). If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £85,000 and deposits may be covered up to a maximum of £85,000. Further information about compensation scheme arrangements is available from the FSCS, website: [www.fscs.org.uk](http://www.fscs.org.uk).

**VERIFYING YOUR IDENTITY:** We are required to verify your identity and no advice can be offered nor transactions undertaken on your behalf until such verification has been obtained. In connection with this arrangement, we may carry out an online identity check with a licensed identity checking agency, which will retain a record of that search. 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.

**AMENDMENT TO THESE TERMS:** If we amend these terms, including a change to our current or future charges, we will inform you by email or in writing of our intention to do so. You agree that we may change the future content without receiving your prior consent to do so, provided that we have given you at least 30 days' notice, unless it is impractical to do so.

This *Client Agreement* is personal to you and/or to your personal representatives and you or they may not transfer obligations entered into. We may assign this contract to any person connected with us or to any successor company, on giving written notice to you to that effect. This *Client Agreement* shall be governed by and construed according to English Law. Any disputes shall be determined in the English Courts.

**RELEVANT REGULATIONS:** The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.







THE THOUGHTFUL INVESTOR

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