

CLIENT AGREEMENT

Charity Investment Advice Service

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THE THOUGHTFUL INVESTOR

CHANGES TO THIS CLIENT AGREEMENT

This section details changes made to this Client Agreement since the launch of the service. We show below the date of the change, the page the change relates to and the details of each change. This is intended to make it clear for clients how and when we make updates to this document.

Date of change	Page	Details of change
01/09/2023	All	Various amendments to clarify the change of regulated firm from Castlefield Advisory Partners Limited to Castlefield Investment Partners LLP

The above changes will come into effect immediately for new clients joining the service and for pre-existing clients from the later of 1st September 2023 and the date 30 days after the date of the letter informing them of the changes, in accordance with the section Amendment to these Terms on page 16.

This document represents our *Client Agreement*, the purpose of which is to set out in formal terms how we'll provide our services to you. This should be read in conjunction with:

- the Castlefield brochure, called A Guide to Charity Investment; and
- the personalised *Charity Investment Advice Service Client Fee Agreement*, which we'll ask you to sign and return

This *Client Agreement* covers only the *Charity Investment Advice Service*. **This is designed to benefit charities who have identified a specific need for one-off advice. There is no ongoing adviser-client relationship.**

Having read the brochure and this *Client Agreement*, we'll ask you to sign and return a personalised copy of our *Charity Investment Advice Service Client Fee Agreement*. This is our assurance that you've read and agreed to the following terms and to the basis upon which we'll be paid. If you're 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 Investment Partners LLP, which is authorised and regulated by the Financial Conduct Authority, who can be found at 12 Endeavour Square, Stratford, London, E20 1JN. We're financial advisers and are registered in England and Wales under company number OC302833. Our registered office is 111 Piccadilly, Manchester, M1 2HY. Our FCA Register number is 432488. You can check our details on the FCA's Register by visiting the FCA's website at www.fca.org.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) or via telephone (0161 233 4550).

ABOUT YOU

We'll ask you to complete a form called *Information About Your Charity*, the aim of which is to allow you to tell us some basic facts about your charity and to indicate the experience of the people who'll be representing you and directly seeking our advice on your behalf. Whilst we'll be advising your charity as a legal entity, we'll need to interact, day-to-day, with an identified person or persons who'll act as your formal representatives, by way of a trustee sub-committee. Many charities nominate a sub-set of their trustees to act as a sub-committee, so that the latter can efficiently seek advice on behalf of the charity and all of its trustees. In this way, your sub-committee will act as a link between you and us. We'll ask the members of your sub-committee to identify themselves to us, by completing the relevant section of the *Information About Your Charity* form. Whilst the advice we give you will be provided ultimately to your charity and given in line with our experience and understanding of the legal obligations imposed on charities, it will necessarily be based on the information your sub-committee representatives have provided and on our assessment of their own personal understanding of investments in general, the risks different forms of investments imply and their interpretation of your ability to sustain periods of stock market ups-and-downs and possibly even losses. We'll assume that your sub-committee representatives will explain such matters to all those within your charity ultimately responsible for its affairs – typically all of its trustees - and will have sought the necessary authority to seek our advice including implementing our recommendations.

ABOUT THE SERVICES WE OFFER

Our service aims to help charities to look after their assets. We're an experienced team that can guide you through the necessary steps and work with you to ensure your mission is supported for the long-term. So that we can provide you with advice and recommendations that meet your specific goals, we'll gather the appropriate information from you and agree with you what your main objectives and priorities are. These objectives will be set out and summarised within a personalised suitability report, which will be issued as part of our advice process. This will document and explain the recommendations we've made and the next steps, where relevant.

OUR SPECIALISM IN RESPONSIBLE INVESTMENT

Investing responsibly, sustainably 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.

Our *Charity Investment Advice Service* involves us providing a **restricted advice service**. This means that when we consider and recommend new retail investment products to you, we'll only consider relevant and suitable products and options for you from a range we've previously selected as potentially suitable for clients with objectives and needs similar to yours. If it's appropriate for you, in our view, to retain an existing investment or product we'll make this clear to you. If you've existing products and investments which are outside our scope of advice, we'll only recommend new options for you, where in our view we've identified products or services more suitable for you than your existing ones.

When considering new investments or the reinvestment of cash resulting from the recommended sale of an existing one, we'll recommend a fund or service managed by our own investment management team, but only where a suitable fund is available. In the absence of such a suitable fund or service available within our restricted proposition, we will inform you that we are unable to proceed with the advice. In other words, if we feel we can't help you we will say so at an early stage.

If you've a portfolio already managed by an alternative investment management organisation, we'll only recommend using our own investment management services where this is clearly suitable for you and in our view demonstrably in your interests.

In any event, we'll always explain carefully the methodology we use in providing advice to you, so that you understand how we've reached our recommendation. We'll 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've been willing to provide.

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

We're unable to offer the *Charity Investment Advice Service* to any new clients who are non-UK resident.

OUR ADVICE PROCESS

Our advice process for this service is typically divided into five separate stages:

1. Initial Consultation
2. Research
3. Preparation
4. Advice
5. Implementation

These five stages form part of our *Charity Investment Advice Service*, which is the subject of this *Client Agreement*.

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 typically take place over the telephone or via a video call; often in conjunction with the use of our secure portal. We'll ask basic details about your circumstances, to get a sense of how we may be able to help. Where necessary, we'll provide guidance on the duties and responsibilities of a charity trustees.

If we can we'll provide an initial estimate of the time and cost involved, or we may need to come back to you later with an estimate. We'll help you to complete the form called *Information About Your Charity*, which will help us to understand your circumstances, aims and financial objectives. You'll have the opportunity to ask us questions about how we work.

We'll issue you with any paperwork we're required to give to you and discuss the options for how we'll be paid. You're not obliged to proceed beyond this stage. However, in order to move to the next stage, you'll first have to sign a separate *Charity Investment Advice Service Client Fee Agreement*, to agree to these terms and to indicate that you accept our charges for the work envisaged. This will provide an accurate estimate of our fees, which you'll be committing to paying at that stage.

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 circumstances. There's likely to be a need to research a range of possible solutions or services which appear to be of relevance to you. Along with our *A Guide for Charity Investment* brochure, we'll also provide a copy of our *Risk and Reward* brochure, which explains the relationship between both aspects. We'll discuss this specifically with you so that we can get a clear impression of what's important to you and how much risk you're willing and able to accept, never forgetting that charities are expected to act in certain ways in accordance with legislation and English law

3. PREPARATION

We'll 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've agreed to pay will become payable. Please refer to the *Charity Investment Advice Service 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'll 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.

Each of the stages outlined above 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 *Charity Investment Advice Service Client Fee Agreement* covers in detail how we calculate our fees to cover our services. We'll discuss this with you and answer any questions you have. **The *Charity Investment Advice Service 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 consider taking advantage of the *Charity Investment Advice Service* or decide to take advantage of the service on a subsequent occasion, we won't charge you until we've provided you with a personal fee estimate and you've agreed to pay the amount concerned. Irrespective of whether our advice results in you buying or changing any investment product or service 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'll let you know in advance of any increased charges coming into effect. The section below entitled *Amendment to these Terms* explains how we'll do this. In any event, as this is an initial advice service and there is no ongoing element to the advice, each time you ask us to provide a discrete package of advice we'll provide an estimate of the proposed fee, based on our then current charges. If, having engaged us to provide you with advice, you proceed with the advice but subsequently decide to withdraw from any investment or service agreed, within an initial period during which the product or service 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're actually offset against our future fees or actually refunded to you. If you request a refund (and this amount is above £25 in total) we'll action your request as soon as we can but in any event 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.

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're 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 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; or
2. Charge an hourly rate; or
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 OUR INITIAL ADVICE AND SERVICE

Irrespective of how we agree to charge you, our initial advice is subject to a **minimum fee of £1,200**.

1. Initial charges on a percentage basis

Our charge is 1% of the value of any investments and/or services we have agreed should be subject to our advice plus the value of any new cash you would like our advice on investing. The *Charity Investment Advice Service Client Fee Agreement* will list the investments, 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.

Here are some examples of how our percentage-based initial charges would apply based on the charges above:

If we advised you on investments, services and/or new cash, with a total value of £100,000, our fee would be our minimum fee of £1,200.

If we advised you on investments, services and/or new cash, with a total value of £200,000, our fee would be 1% of £200,000, or £2,000.

2. Initial charges on an hourly basis

Depending on the type of advice you ask to provide, we may charge you on an hourly rate:

In the case of a Client Adviser, an hourly rate of:	£198
In the case of a Client Manager or Financial Planner, an hourly rate of:	£120
In all other cases, an hourly rate of:	£90

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

Here is an example of how our hourly rate-based charges would apply based on the charges above:

Reviewing your circumstances, with recommendations to meet your needs and objectives:

Client Adviser 5 hours	5 x £198 = £990
Financial Planner 8 hours	4 x £120 = £480
Assistant Client Manager 5 hours	5 x £90 = £450
Total initial charge	£1,920

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.

OTHER CHARGES

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products or services 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), like our sister firm Castlefield Investment Partners LLP, 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 an investment fund manager, or costs relating to investment transactions.

We'll always disclose any third-party costs as part of making our recommendations to you, as required by our regulator, the Financial Conduct Authority. For example, before we provide you with our advice, we'll add together all the costs and charges payable by you, so that you're able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

PAYING FOR OUR SERVICES

Where one or more of the products, policies or services we've agreed to take under our care is able to facilitate the payment of fees to us, on your behalf, 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'll 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, relative 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 is insufficient to cover the fee due, we will typically issue an invoice (where this amount is above £25) and ask you to settle the balance direct by way of bank transfer and you agree here to do so.**

Please note that the facilitation of a fee from any financial product or service 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'll provide us with authority to release up to the total value of the charge due. We'll confirm how the funds will be taken and provide the appropriate paperwork, where required.

We can't accept payments by cash or by standing order. Payments direct from your bank to ours are the standard way in which we operate. Our fees become payable 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 charge may increase as the size of your fund grows and any estimate will be based on current values, which may well have changed by the time the actual invoice is due.

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've classified you in accordance with the Financial Conduct Authority rules as a *Retail Client*. This means that you're 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'll 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'll communicate with you by any of the following means: our secure portal, e-mail, telephone, or face-to-face meeting. **Please note, we'll 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'll then need to remember to access regularly.** Where we provide correspondence through our secure portal, the documents will be stored securely within the portal itself. Should you wish to have a local copy of your correspondence you'll need to download the correspondence from the portal to your own computer. To help with resolving possible disputes as quickly and amicably as possible, we require you to give us instructions in writing, via our secure portal or via email, if you're happy with the inherent vulnerability of this latter communication method. Our preferred method is via our secure portal. If you're unable to communicate with us via one of these methods, please contact us to discuss if there's an alternative. In any event, 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 *Information About Your Charity* form 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 continually to improve our service and in the interests of security, we'll record and may monitor your telephone and electronic 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 accordance with the methods outlined above. However, we may accept your instructions by any means 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're 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 won't 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 Financial Conduct Authority, 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 don't handle clients' money. We never accept a payment to us (unless it is a payment 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're handling for you. If this happens, we will act in accordance without official Conflicts of Interest Policy. Please let us know if you'd like to see a copy of our *Conflicts of Interest Policy*.

REGISTRATION/LOCATION OF YOUR INVESTMENTS OR POLICIES: We'll make arrangements for all your investments to be registered in your name unless we've agreed otherwise in writing. We'll 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: As a broad statement of current tax rules, UK charities are not subject to Capital Gains Tax (CGT). This means that any recommendations we make which result in the sale of any existing investments you hold should not lead to any CGT liability. Equally, if our recommendation leads to you becoming a client of our investment management team, and they manage a portfolio of investments for you, any sales of investments over time should equally be exempt from CGT. If in doubt about how CGT will affect you, we recommend that you seek appropriate advice.

TAXATION – INCOME TAX: Again, as a broad statement of current tax rules, UK charities are not subject to Income Tax on any income received gross i.e., before the deduction of tax which might otherwise be due. However, charities may not reclaim tax on certain sources of income where, as a matter of normal practice and tax law, such income is paid after the deduction of Income Tax. This can make some types of mainstream investment product tax inefficient for charities. In other words, charities can sometimes pay tax which they need not pay. Note that 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. Again, if in doubt about how Income Tax will affect you, we recommend that you seek appropriate advice.

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

we provide in good faith should not be considered as part of our formal advice, as it is not regulated by the Financial Conduct Authority.

BEST EXECUTION: When carrying out orders on your behalf, in relation to financial instruments, we'll take all sufficient steps to achieve what is called *best execution* of your orders. This means that we've got policies and procedures in place 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'd 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'll 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, which will be completed, unless otherwise agreed in writing. Notice of this termination must be given in writing. However, you'll be liable to pay for any transactions made prior to termination and any fees which may be outstanding. If we terminate this agreement, we'll give you at least 30 calendar days' notice, which will take effect from the day following the date upon which we send our notice. You'll 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. Where we provide correspondence through our secure portal, the documents will be stored within the portal itself. Should our agreement with you end, you'll no longer be able to access the online portal, so you may wish to download your correspondence before the end of the agreement. For copies of correspondence after the agreement ends, you'll need to contact us to provide this information to you. We'll retain documents in line with the timescales set out in our *Privacy Notice*. If our agreement ends, we may continue to receive adviser charges from product providers for a short period afterwards, where we have had an historical agreement to do so. This may result in us receiving a cash payment in excess of the value of our final invoice. Where this happens, we will attempt to contact you using the contact details we have on record to return these fees to you. The only exception to this is with pensions, where we will attempt to return the fees to the product provider, as pension legislation prevents us from paying excess charges to you directly. If we are unable to return excess payments to you or your product provider, despite our reasonable efforts, we reserve the right to donate unclaimed fees to charity after a suitable period of time.

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'll ask you to sign a declaration within our *Information About Your Charity* form. For further details on how we process personal data, please refer to 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 the terms of this *Client Agreement*, 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've received from us or a product that you've 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've reviewed your complaint, we can't 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 or by calling them on 0800 0234567 or 0300 1239123. We'll not levy any charge for handling complaints made against us.

FINANCIAL SERVICES COMPENSATION SCHEME: We're 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're 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.

VERIFYING YOUR IDENTITY: We're 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 and may use the information provided to assist with future electronic searches by other companies. We may conduct these checks from time to time throughout our relationship, not just at the beginning. We may also request documents or further information from you from time to time to aid our ongoing verification requirements.

AMENDMENT TO THESE TERMS: If we amend these terms, including a change to our current or future charges, we'll inform you of our intention to do so, using one of the methods of communication mentioned above. Where the alteration is assessed by us to have an immaterial impact on you or on the service provided, for example, if the amendment is simply to make it easier for you to understand our service or where it is fairer to you, we will publish the amended terms on our website. The amended terms will only come into effect 30 days from the date of publication on our website or from the date the notification was issued, whichever situation applies. You are deemed to have consented to any alteration to these terms of business if we do not receive notification to the contrary from you in writing within the 30 days' notice period. If any term is inconsistent with FCA Rules or any other regulatory requirement, we will apply the term in such a way as to be compliant with the relevant rule and will amend the relevant term to take account of the requirement at the time we next update our terms of business.

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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