



## ***Our Client Agreement for Investments***

**This agreement is issued on behalf of Birchwood Financial Services of Birch Lodge, Pant Howell Ddu Road, Neath, SA11 2TU whom can be contacted by e.mail at [terry@birchwoodifa.co.uk](mailto:terry@birchwoodifa.co.uk) or by telephone on 01639 821694.**

### **Authorisation Statement**

**Birchwood Financial Services** is Authorised and Regulated by the Financial Services Authority. The Financial Services Authority (FSA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. 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) FSA No. **301057** or by contacting the FSA on 0845 606 1234.

### **Permitted Business**

Our permitted business is advising on and arranging **savings and investments products, pensions and non-investment insurance contracts**

### **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We propose to classify you as **Retail** for Investment purposes.

### **Communications**

We will communicate with you in English both verbally and written for the sending and reception of orders. To avoid any doubt instructions should be issued in writing.

### **Scope of Service**

We operate independently and therefore provide investment services from the whole market.

### **Services to be provided**

With regards to investments which we have arranged for you, these will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability report to confirm our recommendation. Unless confirmed we will not place any restrictions on our recommendations.

**Birchwood Financial Services** does not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

### **Restrictions**

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed. A full listing of products is available from your adviser upon request.

### **Advice and Instructions**

Any advice given to you by us shall be in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

### **Paying for services**

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. We have listed below the options available to you.

**Paying by fee.** Whether you buy a product or not, on completion of our work, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

We will confirm the rate we will charge in writing before beginning work and we will tell you if you have to pay VAT. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first

Our typical charges are:

#### **Hourly Rate**

<b>Principal/Director/Member/Partner</b>	<b>£175 per hour</b>
Financial adviser	<b>£125 per hour</b>
Administration	<b>£25 per hour</b>

**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 investment.

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 an investment, 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 invest a lump sum of **£10,000** in an investment bonds we would receive commission of **4.5%** of the amount invested (**£450.00**) and **0.5%** of the value of the fund (approximately **£50**) every year.
- If you pay **£100.00** per month into a personal pension (with a term of 25 years) then we would receive **53.4% of the first 12 month's payments (£640.80)** in the form of initial commission
- If you pay **£100** per month towards a whole of life policy then we would receive **135% of the first 12 month's payments (£1,620)** in form of initial commission

The commission noted above includes payment for any ongoing service such as a periodic or ongoing review.

**Paying by a combination of fee and commission (through product charges).** In some circumstances, we may charge you a combination of fee and commission. The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work and we will tell you if you have to pay VAT. The fee will become payable on completion of our work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

Where we charge a combination of fees and commission, our maximum rates are set out in the fee information and the commission sections above. **In addition to the above we may charge a fee on a different basis for a specific transaction or project but we will agree this with you in advance.**

### **Material Interest**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

In accordance with the rules of our regulator, The Financial Services Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

The principals of **Birchwood Financial Services** have a minority shareholding in Capital Reward Ltd. Capital Reward Ltd is a subsidiary of our compliance support company and generates its income from the placement of business with certain product providers. The business placed is intended to add value to the shares in that company and the long term aim is for the shares to be sold, thereby providing a deferred cash benefit to the shareholders. The existence of the shareholding and any potential benefit will in no way influence our recommendation in relation to the most suitable product or provider.

On request we will be pleased to provide you with a list of the providers from whom such benefits may be earned. We can also confirm that the provision of the shares and their potential benefits **do not affect your product terms.**

***If we arrange for you to effect a life policy from which we receive commission and SUBSEQUENTLY YOU CEASE TO PAY PREMIUMS which results in us refunding the commission which has been paid to us WE RESERVE THE RIGHT TO CHARGE YOU A FEE to recompense us for the time spent in advising you and arranging the policy. WE SHALL NOT CHARGE ANY FEE IF YOU EXERCISE YOUR RIGHT TO CANCEL THE POLICY IN ACCORDANCE WITH THE CANCELLATION NOTICE SENT TO YOU BY THE PRODUCT PROVIDER***

### **Right to Cancel**

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

### **Complaints**

If you wish to register a complaint, please write to **Birchwood Financial Services Birch Lodge, Pant Howell Ddu Road, Neath SA11 2TU** or telephone **01639 821694**

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Compensation Scheme**

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim.

Most types of investment business are covered up to a maximum limit of £50,000

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about this compensation scheme arrangement is available from the FSCS.

### **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Services Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take responsible steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on **01639 821694** or in writing at **Birchwood Financial Services Birch Lodge, Pant Howell Ddu Road, Neath SA11 2TU**.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

#### **Law**

This client agreement is governed and shall be construed in accordance with **English** Law and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

#### **Force Majeure**

**Birchwood Financial Services** shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

#### **Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

**Declaration**

**Client consent**

**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**

**Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.**

**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 have chosen for the firm to be remunerated by;**

Payment of a fee.

Payment by commission (or product charges).

Payment by a combination of commission and fee.

<b>Customer Name(s)</b>		
<b>Customer signature(s)</b>		
<b>Date of Issue</b>		
<b>Issued by</b>	On behalf of <b>Birchwood Financial Services</b>	