



**CLIENT AGREEMENT**  
**TERMS AND CONDITIONS OF BUSINESS**

**INTRODUCTION**

Whitewell Financial Planning Limited is an appointed representative of The Whitechurch Network Limited whose office is at Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440. The Whitechurch Network Ltd is authorised and regulated by the Financial Services Authority (FSA) for investment business and is authorised to advise on and arrange life assurance, pensions and Investments.

We do provide advice on occupational pension transfers or on membership of defined benefit occupational schemes.

We also advise on Building Society Accounts and National Savings Accounts, which are not currently regulated under the Financial Services and Markets Act 2000. Under the rules of our regulator (FSA) we are required to provide you with a client agreement, which is in effect, our Terms and Conditions of Business. Therefore, would you please complete and return the tear off slip. Upon receipt we will be bound by the terms and conditions herein until terminated by either party. If initiated by us termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

This Client Agreement exists to protect your interest in that the terms and conditions herein clearly lay out the working practices of Whitewell Financial Planning Limited and state exactly what your rights are when we conduct business on your behalf. This is not a binding contract and may be terminated by you at any time. It does not obligate you to us in any way whatsoever. In the event of a material change in the terms on which Whitewell Financial Planning Limited wish to undertake business with you then you will be issued with a new Client Agreement before being provided with any further investment service. We shall assume acceptance unless we hear to the contrary within 7 days of issue.

**YOUR COMPLAINTS**

You should address any complaint, in writing, to The Compliance Officer, The Whitechurch Network Ltd, Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440 who will acknowledge the issue and send you a copy of the internal complaints procedure. The matter will be investigated in line with procedures and findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be provided to you. If you make a valid claim against us in respect of any of the listed 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. Details of the cover are given in a leaflet, which we will send to you at your request. Further information is available from the Financial Services Authority at 25 The North Colonnade, Canary Wharf, London, E14 5HS. In addition we are also insured for negligence by way of our Professional Indemnity Insurance.

## **OUR SERVICES**

We offer you independent financial advice based solely on the information provided by you, and as we are not tied to any one company we are therefore able to advise you on the products of different companies. All individuals employed by or contracted to Whitewell Financial Planning Limited to provide investment advice are approved by the FSA. When providing an advisory service and making detailed investment recommendations, we will confirm your investment objectives and ensure that recommendations are suitable for your individual circumstances in our suitability letter or report.

## **CLIENT CLASSIFICATION – RETAIL CLIENT**

Unless you have instructed us to treat you otherwise and such instruction has been agreed by The Whitechurch Network Limited, you will be treated as a private/retail client and these Terms of Business will apply. Retail client classification is afforded the highest level of protection incorporating recourse to the full Financial Ombudsman Service and the Financial Services Compensation Scheme.

## **OUR DEALINGS WITH YOU**

We prefer our clients to give us instructions in writing by completing the relevant application form and signing the appropriate declaration to avoid possible disputes. We will, accept oral instructions, if they are subsequently confirmed in a letter. We, or you, may communicate via telephone, fax, e mail or letter. Any advice we give you will normally be in writing, but if given orally, will be recorded on your file. When we have arranged any investments for which you have given instructions we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. You, or Whitewell Financial Planning Limited may terminate our authority to act on your behalf at any time, without penalty. Notice of any such termination must be given in writing.

We act as your agent in arranging investment transactions. We never own the investments you buy or transact through us. All investments will be registered in the name(s) of the client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your investments as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the provider. We may not lend to a third party the documents of title held by us or borrow any money on your behalf against the security of those documents. Where we provide advice on a non packaged product, such as an Enterprise Investment Scheme (EIS) or Venture Capital Trust (VCT), you will not have post sale cancellation rights. However, you will have a period of at least 7 days from the date you sign the application to withdraw from the agreement.

We offer independent advice, but occasions may arise where the Network, this company or any of its Directors or employees or one of our other clients has some form of interest in business which we are transacting for you. If this happens or we become aware that our interest or those of one of our other clients conflicts with your interests we will inform you, in writing and obtain consent before we carry out the instructions. This undertaking shall not apply to personal holdings in unit trusts, insurance contracts, gilts and shares of publicly quoted companies.

The Whitechurch Network have in place procedures to identify and manage conflicts of interest. Where conflicts of interest arise, these are managed through policies and procedures believed to be appropriate to ensure that such transactions are effected on normal commercial terms negotiated at arms length and on terms which are not materially less favourable to the client than if the potential conflict had not existed; shall ensure that such transactions do not adversely affect the performance of the company's duties and responsibilities to the client; and shall take reasonable steps to ensure fair treatment for the client in accordance with the requirements of the FSA.

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified accountant.

We are required to verify your identity in accordance with the Money Laundering Regulation and no application will be made until such verification has been obtained. This process involves obtaining verification of your identity using documents such as your Passport or Driving Licence and your address (e.g. utility bill, bank statement). In addition, where applicable, we reserve the right to make further enquiries into the source of your funds or wealth to ensure we meet our regulatory obligations. We may check the details you supply against those held on a number of specific databases. Online verification credit reference agencies have access to, for example information from the Electoral Register and fraud prevention agencies. Scoring methods can be used in the verification process as this gives a more thorough check of the available data. A record of this process will be kept that may be used to help other companies to verify your identity. We may also pass information to organizations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you supply false or inaccurate information and we suspect fraud, we may make the appropriate search using a reputable online credit reference agency, and will keep a record of this search in line with the anti money laundering rules and the Data Protection Act 1998. By signing and returning the tear off slip you consent to us carrying out the appropriate verification checks. Depending on the level of verification generated we may need to contact you for additional information or documentation. Therefore we cannot accept responsibility in instances where investments are delayed due to these regulations.

#### **YOUR MONEY**

**WE DO NOT HANDLE CLIENT MONIES. Cheques for premiums or investments can only be made payable to the product provider, we never accept a cheque made out to us (unless in settlement of fees for which we have sent you a bill). No premiums or investment monies of any kind should be paid or be made payable to anyone else.**

#### **RECORD KEEPING**

We will account to you for transactions effected on your behalf either by means of a contract note, or by providing documents of title or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our books or computerised records relating to your transactions. We undertake to maintain such records for at least six years from the date of each transaction. We treat all client records as confidential. We will register all investments in your name unless otherwise agreed in writing.

#### **PROVISION FOR A LOCUM**

Should our firm have only one individual engaged in the day to day conduct of investment business, who, for any reason, was unable to conduct business, we would not want your interests to suffer. We have therefore made a formal arrangement with Mark Stone, Whitechurch Securities Limited, Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR to carry out our investment business obligations if we were unable to conduct investment business for more than 14 days.

#### **THE DATA PROTECTION ACT**

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with

