



# ANDREW STUART & COMPANY LTD

## INDEPENDENT FINANCIAL ADVISERS

1 Station Road, Hathersage, Hope Valley S32 1DL

Telephone: 01433 651438 Website: [www.andrewstuart.co.uk](http://www.andrewstuart.co.uk) Email: [enquiries@andrewstuart.info](mailto:enquiries@andrewstuart.info)

Mortgages : Retirement Benefit Options : Investments : Inheritance Tax Planning : Equity Release

### CLIENT AGREEMENT

This agreement is issued by Andrew Stuart & Company Limited of 1 Station Road, Hathersage, Hope Valley, S32 1DL who can be contacted by telephone on 01433 651 438, or by email at [enquiries@andrewstuart.info](mailto:enquiries@andrewstuart.info)

**Authorisation Statement:** Andrew Stuart & Company Limited is Authorised and Regulated by the Financial Conduct Authority (FCA). The Financial Conduct Authority regulates the UK financial services industry; their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can verify our authorisation by visiting the FSA's website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) (our reference number is 441589) or by contacting the FSA on 0845 606 1234.

**Communications:** We will communicate with you in English both verbally and written. We will accept verbal instructions from you, but to avoid any doubt they should be in writing.

**Permitted Business:** Advising on, and arranging savings, investment products, pensions, mortgages and non-investment insurance contracts.

**Client Classification:** Each client is categorised to identify the level of regulatory protection afforded to them. We propose to classify you as a 'Retail Client' for investment purposes, which will afford you with the highest level of regulatory protection.

**Scope of Service:** We operate independently and provide investment services from the whole market.

**Services to be provided:** This depends on the level of service you as the client wish to receive. The levels of service are detailed comprehensively in our Service Proposition, which depending on the areas of advice you require will be supplemental to this Client Agreement. If you do not wish to accept one of our services, then we will not automatically review investments arranged for you, but do recommend portfolio reviews at least on a yearly basis.

We may contact you in the future by means of an unsolicited promotion to discuss investments or services, which we feel may be of interest.

Any advice or recommendation will take account of your objectives, circumstances, and attitude to risk, and we will confirm our recommendations in writing. We will agree if our advice is to cover your entire financial planning needs or whether it will focus on specific areas. Unless instructed we will assume that you will not place any restrictions on our recommendations.

**Client Money:** Andrew Stuart & Company Limited does not handle clients' money. We will not accept a cheque made out to us, other than in relation to previously agreed advisory fees.

**Documentation:** Investments will be registered in your name. We will forward to you all documents showing ownership of investments as soon as practicable; where a number of documents are due relating to a series of transactions, we will forward them to you when the series is complete.

You acknowledge that in the event of the firm assisting you in the completion of any application for investment or a policy proposal form, you will be responsible for the accuracy and completeness of the information. You understand that the inclusion of incorrect information or the omission of material facts may result in the application/proposal being void and or any claim made against it being refused.

**Our Investment Services and Costs:** We have provided you with our Key Facts document which explains about the cost of our services. You confirmed your understanding of this document and agreed to proceed on the basis confirmed within our Service Proposition which you signed. It is important that you retain any documentation which has been given to you and contact us immediately should you have any questions.

**Paying for our services:** We charge for our services by the way of fees. What type of fee you will be charged is based upon the task we undertake for you, in line with our Fee Agreement and or Service Proposition which you will be required to sign before we commence any work.

**Hourly Rate** - £123 per hour.

We will endeavour to provide you with an estimate of the total cost to fulfil your objectives and consult you for your agreement to continue if we are unable to complete your requirements in the time estimated. Fees will be invoiced on a monthly basis until completion.

**Fixed fee**-We will agree a monetary amount upfront to complete a task. If the task is completed in less time, we will reduce the cost but never inflate it.

**Adviser charge**- This charge is based on a percentage of the amount you invest, details of which are contained in our Service Proposition.

**VAT:** Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

**Material Interest:** We will always endeavour to act in your best interest. If we become aware of a situation which conflicts or may conflict with your interests, we will obtain your consent before proceeding with your instructions, and detail how we will ensure fair treatment.

We are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of fairness to clients.

**Rights to Cancel:** You will be informed of your statutory right to cancel. Whilst the Distance Marketing Directive normally grants you 30 days in which to cancel a life or pension contract, there are occasions where no statutory rights apply; however details will be provided before any contract is concluded. Please note there are circumstances where you may suffer a loss, usually where there has been an adverse movement in investment prices following purchase.

**Complaints:** If you wish to complain, please write to Stuart Carnall at Andrew Stuart & Company Limited, 1 Station Road, Hathersage, Hope Valley, S32 1DL, or telephone 01433 651 438. We will endeavour to deal promptly and impartially with your complaint. If you are unhappy with our resolution, you may be entitled to refer the complaint to the Financial Ombudsman Service (see [www.fos.org.uk](http://www.fos.org.uk)).

**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. Provision and Mediation of Investments: is covered for 100% of £50,000.

Non-compulsory insurance provision (both general and life insurance) is covered for 90% of the claim with no upper limit. Cover for compulsory insurance is 100% of the claim with no upper limit.

Mortgages: Advising or arranging house purchase finance is covered for 100% of £50,000. Further details about the compensation scheme are available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

**Data Protection:** The information you provide is subject to the Data Protection Act 1998 (the "Act"). By signing this document you agree that we (or any company associated with us) may process, both manually and electronically, your personal data for the purposes of providing advice, and related administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA 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. We (or other companies associated with us) may contact you (including by telephone) with details of investments or services which we believe may be of interest.

The information you provide may include sensitive personal data, such as your physical or mental health, the commission or alleged commission of any offence by you, any proceedings for an offence committed or alleged to have been committed by you including the outcome of such proceedings, your political or religious beliefs and opinions, the nature of your sexual life, or 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 01433 651 438 or in writing to 1 Station Road Hathersage Hope Valley S32 1DL.

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 purpose. We will endeavour to maintain the accuracy and currency of the information, and to avoid keeping it for longer than necessary. Additionally we will endeavour to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. We cannot be held responsible for the information held on file being out of date or inaccurate due to changes in your personal circumstances if you do not inform us.

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.

**Anti-money laundering:**

We are required by the anti-money laundering regulations to verify the identity of our clients, obtain information as to the purpose and nature of the business which we conduct on their behalf and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

**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**.

**Termination:** You or we may terminate the authority to act on your behalf, without penalty, by giving 7 days written notice to the other, but without prejudice to the completion of transactions already initiated. You will be liable for settlement of any transactions effected, and any charges for services carried out before receipt of the termination.

**Declaration:** **These are our standard terms upon which we will rely. We recommend you read these terms carefully before signing them. Please ask if you require clarification. You authorise the transfer of information as described above on a confidential basis when warranted between such third parties.**

I/We confirm I am/we are aware of all the costs of the Financial Review and any ongoing service as covered in the Key Facts document and Service proposition you provided me with.

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

By deduction from the contract	
By direct payment from ourselves	

**\*\* Please tick one of the boxes above to confirm your preferred method of remuneration**

	<b>Client 1</b>	<b>Client 2</b>
<b>Signature</b>		
<b>Name</b>		
<b>Date of issue</b>		