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Client Agreement and Terms of Business

1. Introduction

This document sets out our Terms and Conditions for business and includes a summary of the products and services David Winter Independent Financial Advisers Ltd offer as well as how we charge for our services.

David Winter Independent Financial Advisers Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 466658.

Our permitted business is advising on and arranging investments and insurance contracts.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

We will observe and act in accordance with the principles, rules and guidelines of the FCA. We accept instructions to act for you on this basis.

Unless we notify you in writing to the contrary, we will treat you as a retail client, which means you will receive the highest level of protection afforded by the UK regulatory system.

You should note that certain financial products and services are not regulated by the FCA, which means clients purchasing them may not be entitled to the protection of the UK regulatory system. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

2. Our Products and Services

We provide advice on pension planning and retirement options, investments, savings and family protection.

We specialise in providing our clients with "a personal and professional service" to help them with their financial issues. Our current clients value the 'professional friendship' they have with us, and the financial education we provide.

We compare the whole of the market for our pension, investment and protection business Investment.

Independent Advice. We will advise, make a recommendation and, where necessary, arrange suitable products and services for you after we have assessed your needs.

Restricted Advice. We will advise and make a recommendation for you after we have assessed your needs. Restricted advice means that the adviser will only consider recommending investments from a limited range of products.

No Advice. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

3. Services

Initial Service

Our first meeting - Analysis of your requirements and financial review - Our second meeting detailing advice and recommendations - Implementation.

As part of this process we will:

- First meeting - Gather information about your current situation, your requirements and objectives, your short and long term goals, what service you can expect from us, how much our advice costs, risk profiling - working out the correct risk preference for you.
- Analysis of your requirements - Information gathering from current providers, research for suitable solutions, a suitability report containing a summary of your current circumstances and objectives plus our advice and recommendations.
- Second meeting - Discuss all of the outcomes and options, presentation of suitability report and answer questions so that you have all the information on order to make a decision on your next steps.
- Implementation - Handle all the associated documentation and administration, deal with any queries you might have, or which are raised by the product provider and / or third parties (in the case of transfers).
- Ensure the final product documentation is prepared in accordance with your instructions and is issued in a timely fashion; and keep you appropriately informed throughout the process.

Ongoing Service

Please see the table below for details of the ongoing services which we provide:

Services offered	AAA £150,000 Plus	AA £80,000 - £150,000	A 0 - £80,000
Regular face to face meeting with your adviser			
Annual review meeting	✓	On request	
Half yearly review meeting	On request		
Other Services			
Continued support from your adviser and administration team	✓	✓	✓
Half yearly asset allocation review	✓	✓	✓
Rebalancing of your investment to ensure it remains in line with your risk preference	✓	✓	✓
Monitoring of your allowances	✓	✓	✓
Ad hoc communications (communication of important legislative changes)	✓	✓	✓
Telephone and email access to your adviser and our team	✓	✓	✓
Estate planning and inheritance tax review	✓		
Other professional services – where we talk to (or recommend) your accountant and / or solicitor to ensure the best overall service	✓		

4. Payment Options for Our Services

Charges for our service can be settled through a single payment by invoice to you, or you can pay these through your recommended investment product(s) via an 'adviser charge'.

Settling Your Charge through a Single Payment

Whether you buy a product or not, you may be required to pay us a charge for our financial review, advice and recommendations service which is payable on the completion of our work. Normally, this is when we issue a letter or report to you presenting our recommendations.

You will be required to settle the payment of your charge through a single payment within 14 days of receiving our invoice. We accept cheques or online bank transfer. We do not accept payment by cash.

Paying Your Charge through Your Recommended Investment

If you buy an investment product, you can choose to have your charge deducted from the product via an 'adviser charge'. Although you pay nothing to us up front, this does not mean that our services are free. You still pay us albeit through a deduction from the amount you pay into your product. This deduction settles the charge, but could reduce the amount left for investment.

Payment for Services

We offer an ongoing service (see above table) where we review your account and inform you of new recommendations or changes that may be relevant to your circumstances.

a) Discovery:

The initial discovery meeting will be at our expense.

b) Initial Service:

Our advice and implementation fees are scaled dependent upon the size of investment.

	<u>Investments</u>	<u>Pensions</u>
Up to £150,000	3%	3.5%
£150,000 +	2%	2.5%
Over £450,000	1%	1.5%

c) Suitability Report

Suitability/recommendation options report minimum fee of £550.

d) Ongoing Service:

There is an annual fee of between 0.5% and 1% of funds held under our advice. This fee relates to the work we do surrounding the ongoing management and review of your investments.

Up to £79,999	1% fee
£80,000 - £149,999	0.75% fee
£150,000 - £249,999	0.65% fee
£250,000 +	0.50% fee

Examples:

If the value of your investments was £ 45,000 we would charge you £37.50 per month

If the value of your investments was £125,000 we would charge you £78.12 per month

If the value of your investments was £250,000 we would charge you £104.16 per month

These amounts will fluctuate in line with your investment value and may rise or fall

e) Flexi-access Drawdown/Pension Income Withdrawal;

A maximum implementation fee of £950.

f) Regular Premium Pensions and Investments;

An implementation fee of £450.

g) Annuities;

Basic Annuity / Enhanced Annuity - An implementation fee of 2.5% of the net purchase price, minimum fee of £600.

h) Fees;

We reserve the right to apply an hourly fee for our services. We will notify you with an estimate of the likely fee in advance of carrying out any chargeable work. Our hourly fees are;

Adviser	£200 per hour
Senior Administrator	£80 per hour
Administration	£40 per hour

i) Insurance;

If we arrange protection insurance we will receive a transactional commission from the relevant insurance company.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a thirty day cancellation period for a life, pure protection, payment protection or pension product and a fourteen day cancellation period for all other products.

Instructions for exercising the right to cancel will, if applicable, be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium product, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the contract. If you wish to cancel a contract, please contact us immediately.

6. Conflicts Of Interest

We reserve the right during our dealings with you to deliver services to other clients whose interests might compete with yours or are / may be adverse to yours, subject to our normal confidentiality terms.

We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you, unless we are unable to do so because of our confidentiality obligations.

If a conflict of interest should arise, either between two or more of our clients or in the provision of multiple services to a single client, we will take such steps as necessary to deal with the conflict. We have safeguards in place to protect the interests of different clients if a conflict arises.

The rules of our regulator – the Financial Conduct Authority – prohibit us from accepting any payment (such as a commission or a non-monetary benefits) which is likely to conflict with our duty to our clients.

7. Code of Ethics

We are committed to setting, maintaining and supporting the highest professional standards in financial services. As such, our code of ethics requires our directors and staff to:

- Comply with the code and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each client
- Provide a high standard of service; and
- Treat clients fairly

8. The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007

In common with all financial businesses, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- Maintain identification procedures for clients and beneficial owners of clients
- Maintain records of identification evidence and the work undertaken for the client; and
- Report, in accordance with the relevant legislation and regulations

9. Client Money

David Winter Independent Financial Advisers Ltd does not handle client money. We will never accept a cheque made out to us unless it is in settlement of fees, charges or disbursements for which we have sent you a bill. Furthermore we do not accept cash as payment.

10. Instructions and Documentation

We require clients to give us instructions in writing, to avoid the risk of errors and omissions. We will, however, accept oral instructions provided they are confirmed in writing.

Documentation will confirm the basis of your investment or insurance contract and will usually be provided direct from the relevant provider. You should always check documentation to ensure all the details are correct – if this is not the case, please contact us immediately.

It is important that this is kept in a safe place as you may need to refer to your documentation (for example, in the event of a claim).

11. Complaints

If you wish to register a complaint, please contact us:

- In writing: David Winter Independent Financial Advisers Ltd
Victoria House, 2 Grove Road, Fareham, Hampshire, PO16 7TE.
- By telephone: 01329 280661.
- By email: info@davidwinterifa.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (website www.financial-ombudsman.org.uk).

A more detailed summary of our complaints-handling procedure is available on request.

12. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim:

- **Investment.** Most types of investment business are covered up to a maximum limit of £50,000 per fund
- **Insurance.** Insurance advising and arranging is covered for 90% of the claim, without any upper limit

13. Applicable Law

This agreement is governed by, and construed in accordance with, English law. The courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction. If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

14. Changes in the Law

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or your circumstances.

15. Force Majeure

David Winter Independent Financial Advisers Ltd 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.

16. Anti-money Laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to 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. We may conduct these checks from time to time throughout our relationship, not just at the beginning.

17. General Data Protection Regulation (GDPR) May 2018

We confirm that, when processing data on your behalf, we will comply with the relevant provisions of GDPR 2018. Please refer to the attached Privacy Notice.

18. Agreement to our Appointment and Terms

Our appointment will start once you inform us that you want us to act on your behalf.

This agreement supersedes any previous agreement for the period covered. The terms it contains take effect immediately you countersign the agreement and return it to us. If we are instructed to start work before receiving a signed copy of this agreement, we will treat your instruction as acceptance of all the terms of this agreement, unless we hear from you to the contrary within 30 days of you giving us that instruction.

You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

Once it has been agreed, this agreement will remain effective until it is replaced.

Please confirm your acceptance of these terms by signing the enclosed copy of this agreement and returning it to us immediately. If this agreement and the terms it contains are not in accordance with your understanding of our terms of appointment, please let us know.

I consent to David Winter Independent Financial Advisers Ltd contacting me in the future to keep me informed of any information they may deem useful.

For and on behalf of David Winter Independent Financial Advisers Ltd

Adviser Name Harry Lomas	Adviser Signature	Date:
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I / We confirm that I / we have read and understood the contents of the above and agree that they accurately reflect the services I / we have instructed you to provide.

Client Name:	
Signed:	Date:

Client Name:	
Signed:	Date:

Privacy Notice

Introduction

We are committed to protecting your personal information and ensuring that it is used fairly and responsibly. This Notice explains how we use any personal information we collect about you.

General Data Protection Regulation (GDPR)

David Winter Independent Financial Advisers Ltd is registered with the Information Commissioner's Office under registration reference ZA168794.

Our registration can be found via the Information Commissioner's website.

Why we need to collect and use your personal data

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations.

What information do we collect and how is it used?

We collect information about you when you engage us for financial planning and advice, this information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health if this is necessary for the provision of our services. Information you provide to us to enable us to make appropriate investment recommendations may include:

- Name, address, date of birth, National Insurance number, email address, health details if required, personal details of your family members if provided; and/or
- Where you are a corporate customer, details about your staff (including, where applicable, their family members), and may include information obtained from third parties; and/or
- Where you are a trustee of a trust, the details of all trustees and other beneficial owners, settlors and protectors as we deem appropriate;
- Non-personal data may include your assets, your income and expenditure details and your portfolio details, including investments and plans;

Who might we share your information with

To effectively deliver our services to you we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your data in transit. Where we can, we will use secure portals. We will also employ encryption and in some cases secure folders.

We may disclose your information to future owners of our business or where we are required by law to do so. Except for the above provisions, we will not pass your details to any other third party, without your express permission.

You can access the information we hold about you

You have the right to request a copy of the personal information we hold about you. You can make a request to us at any time in writing or by email, details below.

When your personal data is processed by automated means you have the right to ask us to move it to another organisation for their use.

If you believe that any information we are holding about you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.

How long will we keep your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we're subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. In any case, we'll not retain your personal data for longer than 5 years past the time of your death.

Can you ask for your data to be deleted?

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

Visitors to our website

We use a third-party service, Google Analytics, to collect standard internet log information and details of visitor behaviour patterns. We do this to find out things such as the number of visitors to the various pages of the website. This information is only processed in a way which does not identify anyone.

What are cookies?

Cookies are small text files sent by a web server to an internet user's computer when the user accesses the website. There are basically two types of cookie, session and persistent.

Session cookies are used to maintain the state of the connection between the web server and the user's computer, so that once a user is logged in they can move between the web pages on the same website without having to keep logging in. These are deleted at the end of the browsing session.

Persistent cookies are stored on the hard disk of the internet user's computer, unless the user has configured the web browser not to accept cookies. Persistent cookies can be used for authenticating users and maintaining specific information about users, such as site preferences, and to provide the website owner with information about how users use their site. Third party cookies are where another website domain specifies a cookie and places it on your computer for the website you are viewing.

Consent to the use of cookies

David Winter Independent Financial Advisers Ltd do not use cookies in an intrusive manner; all cookies that are used on the David Winter website are purely for functional and operational purposes.

How do I change my cookie settings?

A full explanation of cookies, how they can be controlled and deleted with different browsers can be found at <http://www.allaboutcookies.org/> or <https://www.aboutcookies.org/>.

Please note that disabling all cookies may prevent you from accessing some websites.

What you can do if you are unhappy with how your personal data is processed

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF

How to contact us

If you have any questions about this privacy policy or our treatment of your personal information please write to us by email to info@davidwinterifa.co.uk, or by post to: David Winter Independent Financial Advisers Ltd, Victoria House, 2 Grove Road, Fareham, Hampshire PO16 7TE.