

## CLIENT AGREEMENT – MORTGAGES, NON-INVESTMENT PROTECTION & INSURANCE

This client agreement is issued on behalf of Clifton Nash Ltd, Henstaff Court, Groes Faen, Cardiff, CF72 8NG (The Company) whose contact details are:

Telephone: 02920 892395

Email: [admin@cliftonnash.co.uk](mailto:admin@cliftonnash.co.uk)

Fax: 02920 899651

### Authorisation and Regulation

1. The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.
2. Clifton Nash Ltd is a trading style of Active Financial Partners Limited who are authorised and regulated by the Financial Conduct Authority under Financial Services Register number 301860.

Our permitted business is the provision of financial advice on investments, pensions, life assurance, mortgages and insurance. We are also able to offer non-investment pure protection, personal general, household and commercial general insurance advice.

You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Engagement

3. You (the person(s) signing as client(s) below) agree to engage us (the firm identified in clause 2) with the view of taking full advantage of our complete range of advice in relation to mortgages, lifetime mortgages, and equity release products, research, non-investment protection and insurance, personal recommendation and implementation services in respect of your personal financial planning needs.
4. We agree that we will review and report on your financial affairs; we will examine your life, health and mortgage plans with a view of providing you with a professional opinion and make recommendations as appropriate.
5. You agree to appoint us as your agent from the date that you sign this document. Unless otherwise agreed in writing we agree to treat you as a retail client. This means you are normally afforded the full protection of the FCA and other financial service consumer protection bodies. We will advise you if at any time you are not so protected.

### Communications

6. You agree to us communicating with you in English. We will act upon your written instruction in a timely manner. We are required to confirm back to you in writing, our understanding of any verbal instructions before we are able to act upon them. We will communicate with you by way of post, telephone and email.

### Client Identity

7. You agree to us obtaining verification of your identity in line with the requirements of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We will require you to provide verification of your identity before we are able to complete any transaction for you. We reserve the right to seek independent verification of your identity from a third party if necessary.

### Data Protection

8. You agree that we can maintain and retain an accurate record of all dealings with you for such periods of time as required by the FCA client record keeping rules.
9. We agree that we will hold your personal data in line with the requirements of the Data Protection Act 1998 (the Act). You or anyone authorised by you are able to request copies of all personal data we hold relating to you at any time. We may make an administration charge for this but it will be no more than the maximum permitted under the Act.
10. You agree that we can share this personal data with other organisations but only in pursuit of your financial planning needs, wherever a legal obligation may require it and with such Legal and Regulatory organisations that can make an information request to us.

The Data Protection Act requires us to process your data within the EEA. Whilst we abide by this requirement some providers may process your data outside of the EEA and as such they are required by law to ensure that there is an adequate level of protection in place to secure your personal data

11. You agree that we cannot be held responsible for holding or relying upon inaccurate information you have provided to us or where you have failed to keep this personal data up to date.

### Conflicts of Interest

12. We agree that we will always act honestly, fairly and professionally when conducting business with you.
13. We agree to make you aware of any conflict of interest that we are aware of which arises between the work we are doing

for you and any of our other clients or ourselves and obtain your consent to continue before we carry out your instructions.

14. We agree to take all reasonable steps to ensure your fair treatment where a conflict of interest arises. A copy of our conflict of interest policy is available upon request.

#### Products and Institutions

15. We agree that we will identify and make personal recommendations to you that are suitable and are considered to be in your best interests.
16. You have the right to give us specific instructions to restrict our advice and recommendations to specific areas of your needs and objectives. You need to let us know about any specific restrictions that you want to place on us. It is to be noted that by limiting our advice you may not receive the same advice we would have given if we were fully aware of your circumstances.
17. We may consider using both UK and Non-UK Institutions for your financial planning solutions. You should be aware that different legal and regulatory regimes may apply between UK and Non-UK Institutions. Your ability to enforce your legal rights or to seek compensation may also vary. If you do not wish to use a Non-UK Institution, please advise us immediately.

#### Compensation Information

18. We agree to hold and maintain professional indemnity insurance compliant with FCA requirements. We are also covered by the Financial Services Compensation Scheme (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.

#### Insurance

19. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

#### Home Finance Products

20. Mortgages and Equity release advising and arranging is covered up to a maximum limit of £50,000.
21. Further information about compensation scheme arrangements is available from the FSCS.

#### Force Majeure

22. You agree that we cannot be held liable for any loss resulting from third party insolvency or failure of a third party to act with due skill, care and diligence. This is subject to us having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures.
23. If any Institution with whom you have a policy or with whom you hold an investment becomes insolvent, you may be limited in the amount of compensation against loss that you can receive. You may ask us for details of the compensation schemes relevant within other jurisdictions.

#### Client Money

24. We do not have the authority to hold client money and do not operate a client account for the receipt and payment of client money in respect of investment transactions. All client money should be paid to the product provider concerned.

#### Cancellation Rights

25. We agree that we will inform you of your statutory rights to cancel any application that you have submitted for any product. Most life and insurance contracts allow for a 30 day cancellation. We will also inform you where there is no such cancellation period or a different cancellation period applies. Should you cancel either during or after the permitted period you may not get back the entire amount you invested.

#### Costs and Charges

26. We agree to inform you in writing of the specific costs and charges relating to the work that we agree to undertake for you in advance of undertaking any work that will attract a cost to you. All of our standard costs and charges are contained within our About Our Services document, which has been provided to you.

#### Other Benefits

27. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we can provide to our clients. We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

#### Paying for our services

28. ***You agree that you will pay for our services, as outlined in our About Our Services document.***
29. ***We will agree with you the preferred method of payment for our services before we undertake any work for you. We will also agree with you when payment for our services will be due.***
30. Our income normally comes from either commission from the product providers (e.g. life assurance companies) we write business with, or fees paid to us by our clients. Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. This is in line with standard industry practice. We will tell you how much the commission is before the transaction. If you choose to pay us by commission, we will keep the commission and not charge you a fee.
31. ***In respect of any regular premium policy which we may recommend should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy, but we will not charge the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company.***
32. We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some

form of benefit from recommending any product to you, or from working with any product provider or firm.

33. You agree that all payment for services will be made payable to the company and not to a named individual.

#### Ongoing Services

34. With regard to the products covered in this agreement, which we have arranged for you, these will not normally be kept under review. Should you require a review then do contact us to discuss.
35. If a review is requested by you, the method and frequency of payment, and the level of service provided will be agreed with you at the outset of any agreement to provide ongoing services, and confirmed to you in writing.
36. An ongoing agreement may be cancelled by either party subject to 30 days written notice, and subject to the delivery of any outstanding items by us, and any settlement of monies due for the ongoing service by you.

#### Value Added Tax (VAT)

37. You acknowledge that VAT may be payable on some of our services and that where VAT is payable that this is in addition to the amount we have agreed with you for the payment of our services. We will tell you when VAT is applicable and the amount of this VAT.

#### Other charges and taxes

38. We agree to inform you of any other forms of charges or taxes that we might reasonably expect to become payable by virtue of your status and any product bought by you. We will not be able to confirm the exact amount in many circumstances.
39. You agree that we cannot be held liable for the amount of any other charges or taxes that become payable that are outside of our reasonable control.

#### Disputes Resolution

40. If you wish to register a complaint, please contact us using the details above, or alternatively you may contact:

**In writing to:** The Compliance Officer, Active Financial Partners Limited, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire. PO7 7SE

### Client Consent

**This document 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.**

**I/We consent to the terms set out above.**

1 <sup>st</sup> Client Name	
Signature	
2 <sup>nd</sup> Client Name	
Signature	
Date	

Please tick this box if you do not wish us to contact you for any marketing purposes.

**By phone:** Telephone 02392 231448

**By email:** admin@activefinancialpartners.eu

41. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
42. You agree that in the first instance that you will permit us to investigate the cause of your dissatisfaction in accordance with the FCA Dispute Resolution Rules.

#### Termination of agreement

43. It is agreed that either party can terminate this agreement at anytime having given written notice to the other party without penalty but without prejudice to the completion of transactions already initiated. Any transactions effected before the termination of the agreement and all charges for services provided to the date of termination will be due immediately, and payable within 14 days.
44. If the agreement is ended and we are involved in an incomplete transaction, we reserve the right not to complete the transaction and return to you all documents relating to the incomplete transaction.

#### Transfer of rights and obligations

45. It is agreed by both parties that the rights and obligations contained within this agreement can be transferred to our successors or another regulated firm where (for whatever reason) we are prevented from exercising our rights and obligations with you under this agreement. We will inform you in writing of any proposed enactment of this clause.

#### Law and Jurisdiction

46. You agree that this agreement shall be governed and shall be construed in accordance with English Law and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.