

# ContractorFinancials

Gainsborough House  
2 Sheen Road  
Richmond  
Surrey  
TW9 1AE

## **PRIVATE CLIENT AGREEMENT**

Firms who advise on life assurance, pensions, or unit trust products are EITHER independent advisers OR representatives of one company. **CONTRACTORFINANCIALS IS A TRADING NAME OF CONTRACTOR FINANCIALS LTD, CONTRACTOR FINANCIALS LTD IS INDEPENDENT** and will act on your behalf in advising you on life assurance, pensions or unit trust products. As we are Independent, we can advise you on the products of different companies.

### 1) **Services**

Contractor Financials Ltd is authorised and regulated by the Financial Services Authority (FSA) to advise on and arrange Life Assurance, Pensions, Collective Investments, Personal Equity Plans, Individual Saving Accounts and Financial Planning. We are bound by the rules of the FSA.

With regard to investments we have arranged for you, these will not be kept under review unless we have been specifically asked to do so by you. 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.

We are authorised to offer advice in arranging deals in investments, making arrangement with a view to transactions in investments, advising on investments (except on Pension transfers and opt-outs), agreeing to carry on a Regulated Activity.

### 2) **Advice**

We propose to classify you as a Private Customer. We offer you independent financial advice and undertake not to transact any business on your behalf in which we, or one of our customers, have a material interest without first informing you in writing and obtaining your consent.

When we have arranged any investments for which you have given us instructions, we will not give you any further advice unless you request it but will be pleased to advise you at any time you ask us to do so.

We will obtain certain facts about your personal and financial circumstances including investment objectives and attitude to risk ensuring that any recommendations meets with your requirements. Should you decline to provide full facts regarding your circumstances we will only advise you in accordance with the information that you have supplied or requested. Details of your stated investment objectives will be included in the suitability letter we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

### 3) **Instructions**

We require our clients to give us instructions in writing to avoid any possible disputes. We will however accept verbal instructions provided they are subsequently confirmed in writing. Authority to act on your behalf may be terminated at any time with immediate effect by either party giving notice in writing to the other. This shall not prejudice the completion of any transactions initiated prior to the receipt of such written notice.

#### 4) **Clients' Money**

We **do not handle client's money**. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

#### 5) **Charges**

We derive income from commission paid to us in respect of transactions in Life Assurance, PEP/ISA, Unit Trusts and other Regulated Collective Investment Schemes and in Investment Trust Companies' shares held in a PEP/ISA or regular savings scheme. We shall tell you the amount and the frequency of commission payable to us on any such investment.

If we receive commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you but we will not tell you its amount unless you ask us to do so. We reserve the right to share any commission or fees received by us with other introducing agents.

Alternatively, if you or we propose to operate on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any chargeable work. Should we receive commission from any third party in relation to transactions arranged for you, we will offset the amount received against any fees due.

#### 6) **Documents**

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

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 to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you. You will be advised at the point of sale where a right to withdraw applies and the relevant circumstances.

#### 7) **Records**

We undertake to maintain records for at least six years and would like to inform you that you have the right to inspect copies of contract notes, vouchers or entries in our books and files relating to your transactions or any computerised records of the same.

#### 8) **Money Laundering**

Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and Money Laundering Regulations, no investment will be made until such verification has been obtained.

#### 9) **Disclosure of Client's Personal Data**

Where investment business services are provided to the firm by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by the firm may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. You agree that this information may be transferred electronically, e.g. e-mail. You also agree that any such third party or ourselves may contact you in future by any means of communication that we consider appropriate at the time.

## 10) Termination of the Agreement

You or we may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing. The termination will be without prejudice to the completion of transactions already initiated, if this is the case.

## 11) Complaints

### **Making a Complaint**

If you should have any complaint about the advice you receive or a product that you have bought please write to the Compliance Officer at Contractor Financials Ltd, Gainsborough House, 2 Sheen Road, Richmond, Surrey, TW9 1HY. Telephone 0845 062 8888. If you feel that your complaint has not been sufficiently handled you may subsequently complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Tel: 0207 676 1000.

### **Financial Services Compensation Scheme**

If you make a valid claim against the firm in respect of the 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 provided by the scheme are given in a leaflet, which we will send you at your request. Further information is available from the Financial Services Authority and the Financial Services Compensation Scheme.

We maintain Professional Indemnity Insurance to the value required by the Financial Services Authority.