

ABOUT US

Our fees,
services and
client agreement



COURTNEY HAVERS LLP
5A Valley Industries
Cuckoo Lane
Tonbridge
Kent, TN11 0AG

If you would like this document in larger print or in another format, please contact us.

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with **Our Client Services** document. If there's something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services, please contact us at:

- **Telephone:** 01892 544233
- **Email:** advice@courtneyhavers.co.uk
- **Website:** <http://www.courtneyhavers.co.uk>
- **In writing:** Courtney Havers LLP. 5A Valley Industries, Cuckoo Lane, Tonbridge. Kent. TN11 0AG.

This agreement sets out our respective obligations and should be read in conjunction with the information in **Our Client Services** document which has also been provided to you.

Section 8 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in section 9 (Services agreed).

1. Our obligations

Our recommendations

Before providing advice, we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.

We'll confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

We may, where appropriate, recommend you place some, or all, of your investments with a Discretionary Investment Manager (DIM). In this scenario, the DIM will manage a portfolio of your investments (model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DIM.

Where we make such a recommendation, we will confirm the respective responsibilities of us as your adviser and agent, you as the Investor, and the DIM, in writing to you. Our relationship with you is that we will act as your agent, at least insofar as it means that you give us your authority to act on your behalf in relation to the DIM. Where we recommend you use a DIM, we will be acting as your agent and will use all reasonable steps to discharge our responsibilities to you with care and due diligence. We will undertake appropriate due diligence on the DIM and ensure that the services provided by the DIM meet your investment objectives and risk profile.

The DIM that we use operates on an 'Agent as Client' basis. This means that the DIM will treat us – acting as your agent - as their regulatory client. We become the client of the DIM on your behalf. There is no direct written contract between you and the DIM. Depending on the services they provide, the DIM might not even know your identity. This type of arrangement is different from an arrangement whereby you have a direct relationship with the DIM. All communication in relation to the discretionary investment management service will be between the DIM and us acting as your agent. There will normally be no direct communication between you and the DIM. You should be aware that with this type of arrangement, you may lose some protections afforded to investors (retail clients) who have a direct relationship with the DIM. The DIM will treat us as their client, not you. Typically, they will classify us as a Professional Client. The consequences for you of us being categorised as a professional client are set in Appendix B.

We need your explicit authority and consent to enter into this type of arrangement with a DIM on your behalf. In signing this agreement, you confirm your consent.

Pension transfer advice involving the transfer of safeguarded benefits (commonly referred to as DB pension transfer advice)

A pension transfer from a defined benefit (final salary or career average) pension scheme usually means giving up your income for life in return for a cash value. This cash is then moved and invested in another pension scheme.

Although we are authorised to offer DB pension transfer advice, we will not offer advice in this area unless you specifically request us to do so. Given the complexity of this type of advice, an additional fee will apply, and details of the relevant fees will be provided separately if requested.

Unless you ask us to provide DB pension transfer advice, we will assume that if you hold any pension schemes with safeguarded benefits (DB schemes), these will be retained. Any ongoing advice services agreed will exclude any DB schemes that you may hold, and we will assume that you remain a member of any DB scheme(s) and are looking to take the benefits at the scheme's normal retirement age.

If we agree to provide you with a service in relation to defined benefit (final salary) pension transfer advice, a cash equivalent transfer value (CETV) confirms the amount available to transfer to an alternative plan in exchange for giving up your rights under your existing defined benefit (final salary) scheme. You will need to obtain a CETV if you are considering transferring from your existing scheme.

We are unable to guarantee that we will be able to provide that advice before the associated CETV expires. The process involved in providing this type of advice can be lengthy due to the nature and complexity of the benefits involved. Therefore, our obligation to you is to make sure that you fully understand this before entering into an agreement with us.

If your CETV does expire before advice can be given, any subsequent CETV may be less (or more) in value when this figure is recalculated by the scheme. You may also be charged a fee by the pension scheme trustees for providing you with a new CETV.

We will not implement or facilitate a defined benefit pension transfer unless we provide the advice to do so, and we are satisfied that it is in your best interests to transfer. We will only implement the advice we provide, including the underlying solutions, and we will not implement or facilitate anything that differs from our recommendation.

Financial crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

Best execution

Where we send investment applications on your behalf to third parties (for example to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of this, please ask us.

Conflicts of interest

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of this, please ask us.

Client money

We are not permitted to handle client money and we cannot accept a cheque made payable to us (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice) or handle cash.

Protecting personal information & Recording telephone calls & meetings

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document. Where any electronic or in person communication with us results in, or may result in a client transaction, these conversations are to be recorded. A copy of these recordings will be available on request for a period of 5 years.

Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message, video conferencing or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

Services offered as part of a package

Insurance distribution and protection business

Where we offer services or products as part of a package, we'll tell you whether it's possible to buy the different components separately and, if relevant disclose the costs and charges of each component. We'll also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the investment risk.

2. Your obligations

This section sets out your obligations in agreeing to receive our services.

Appointment as Advisers

Your agreement to appoint us as your advisers will apply from the date that you receive this document and ask us to act for you.

Providing information about your circumstances

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Restrictions

You have the right to tell us not to make any particular recommendations or to exclude specific companies, products or market areas from our research where, for example, you have had a previous bad experience. You need to let us know about any specific restrictions that you want to place on us.

Payment for services

By signing this agreement, you are agreeing to pay the charges for our services as set out in section 9 (Services agreed). Your selected payment method is also confirmed in section 6. We'll tell you if any payments are subject to VAT.

Our **initial** charges are payable once we've completed our agreed work and must be settled within 14 business days.

If you are paying our **initial charges** by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment, or cancel the contract from where the payments are coming, we'll send you an invoice for the full amount due which must be paid within 28 business days.

In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.

Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Our charges for **ongoing** services will be agreed with you in advance and can be paid to us either by Standing Order, cheque, direct credit to our Bank account or by deduction from your investment on a monthly, quarterly, six-monthly or annual basis. Details of our charges relating to our ongoing service are provided in our Client Services brochure. Our charges are payable within 28 business days of the end of the relevant period.

Ongoing services can be cancelled at any time by informing us in writing (see section 4 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.

Where our charges are based on a % of your investments, the amount of our ongoing charges may increase as the size of your fund grows.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

Acting upon your instructions

Before we provide investment services to our clients, we will require to receive any instructions to proceed from you in writing, either by letter or email. We will retain these instructions for a minimum period of 5 years from the date the record is made.

Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

3. Our services

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs.

People seek financial advice for many different reasons so it's important that we understand exactly who you are and what you want to achieve. At our first meeting we'll gather information about you to help define your needs and priorities.

Our services include:

Financial planning: It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.

Retirement planning: It's important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.

Protection planning: Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.

We'll only start work once we have agreed our services and charges with you.

4. Cancellation and amendments

Ending this agreement

We may terminate this agreement by giving you at least 20 business days' written notice.

You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.

Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Amendments

From time to time, it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least 28 business days before they are due to take effect.

Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

5. Our advice

We offer **independent** investment advice.

We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:

Open ended investment companies	Enterprise investment scheme	Term assurance
Unit trusts	Structured products, incl. structured deposits	Critical illness cover
ISAs	Venture capital trusts	Income protection
Investment bonds	Pensions	Long term care
Exchange traded funds	Annuities	Lifetime Mortgages (Equity Release)
Investment trusts	Phased retirement & income drawdown	

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

For further details please refer to our client services brochure / website.

Protection Products

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

6. Our charges

The way we are paid for our services may depend on the type of advice given. Typically, this will be:

Investment business: Fees agreed and paid by you

Insurance business: Fees agreed and paid by you or commission payable by the insurance provider, which is a percentage of the total annual premium

Lifetime Mortgage Business & Defined Benefit Pension Transfer business: Please see our specific client service brochures for details of our charges in connection with these business types

More details on these options and how they are paid is found in the following sections on initial and ongoing charges

Our charges fall into the following categories:

- a) **Initial charges:** These are the upfront costs of our services. We offer several types of initial service depending on your needs.
- b) **Ongoing charges:** Once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work, and we'll explain your payment options too. We'll also let you know where any fees are subject to VAT.

Initial charges

You can pay for our advised services on the basis of adviser charging, fees or a combination of the two. Regardless of whether you buy a product, you will pay us a fee for our advice and services, which will become payable either on completion of the service provided or at specific stages where relevant. Our standard fees relating to new work (e.g., client take-on, new investments and one-off reviews) are as follows:

Service description	Charges
<p>Foundation Advice – An ideal service if you need a “light touch” service, or you are starting out on your journey to accumulate wealth.</p>	<p>Initial fees: £250 per hour. (Subject to a minimum fee of £2,500) Please see our Courtney Havers Client Brochure for examples of the services we provide at this level</p>
<p>Comprehensive Advice – This will be more suited to you if you have existing arrangements, and you are looking to formulate a more joined-up plan. Perhaps you have multiple existing pensions and investments, you're at or approaching retirement, or you need more sophisticated advice e.g., long-term care or Inheritance Tax planning.</p>	<p>Initial fees: £250 per hour, depending on the complexity of the advice required. (Subject to a minimum fee of £4,000). Please see our Courtney Havers Client Brochure for examples of the services we provide at this level</p>

Payment options

Initial charges can be paid in a number of ways:

Cheque, or electronic transfer (unfortunately, we cannot accept payments by cash).

Payment via deductions from the financial product(s) you invest in or (if relevant) deductions from the amount invested with a discretionary fund manager (DFM). Most product providers / DFMs offer this facility but using it will reduce the amount you have left to invest and may, depending on your circumstances, have other consequences (we'll discuss this with you beforehand).

For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it's important to maintain sufficient funds in the account to cover our charges as they become payable.

In some limited circumstances (for protection planning only) we may receive commission from a product provider in relation to an insurance product we have arranged for you. The amount of commission is a percentage of the total annual premium, and we'll tell you the amount before we carry out business for you. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.

Ongoing charges

Our ongoing services are optional. If you agree to purchase an ongoing service, unless otherwise agreed, the service will be provided as a follow up to the initial service. Our fees are reviewed annually, and we reserve the right to increase them from time to time. We will always agree any increase with you first. **You have the option to cancel your ongoing service at any time.**

Service description	Charges
<p>Foundation Advice – Annual review of your circumstances and update on the progress of your plan over the last 12 months with your adviser. They will assess your progress towards your goals established at outset. This meeting will typically be carried out via telephone or by video conferencing. The review will include the recommendation of any changes to either wrapper or underlying investment strategy and subsequent implementation of those changes.</p>	<p>0.55% per annum based upon the value of your portfolio, subject to a minimum fee of £1,500.</p>
<p>Comprehensive Advice – Annual review of your circumstances and update on the progress of your plan over the last 12 months with your adviser. They will assess your progress towards your goals established at outset. The annual meeting will typically be carried out face to face with the adviser. The review will include the revision of any cashflow planning that may have been used at outset to establish how you are progressing towards your goals. Assessment of any capital and/or income requirements and the recommendation of any changes to either wrapper or underlying investment strategy and subsequent implementation of those changes. This service also includes unrestricted telephone and email access to your adviser so you can provide us with any updates to your circumstances and discuss what impact these may have on your financial plan, if any.</p>	<p>0.75% per annum based upon the value of your portfolio, subject to a minimum fee of £4,000.</p>

Payment options

Ongoing charges can be paid in a number of ways:

A regular fee, paid by standing order

By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider or DIM is able to offer this facility.

For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it's important to maintain sufficient funds in the account to cover our charges as they become payable

7. Other charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

Service costs: If your investments are held on a platform (an online investment administration service) or held with a DIM (Discretionary Investment Manager), the platform provider / DIM will make a charge for administering / managing your investments

Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions

We'll always disclose any third-party costs as part of making our recommendations.

Aggregated costs and charges

Before we provide you with our advice, we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

8. Useful information about our services

Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 463179.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and Lifetime mortgages.

You can check our details 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.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.

- **Telephone: 01892 544233**
- **Email: advice@courtneyhavers.co.uk**
- **In writing: The Complaints Officer. Courtney Havers LLP. 5A Valley Industries, Cuckoo Lane, Tonbridge. Kent. TN11 0AG.**

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

Investments - eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm

Insurance - in the majority of cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit

Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status.

From time to time, we may attend training events funded and / or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

9. Services agreed

Initial service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
Foundation Advice			
Comprehensive Advice			
Other – specify details of work			
Advice relating to non-investment protection &/or Lifetime Mortgage contracts		Pay by commission	Y / N £
		Total agreed fee to be paid directly by you (if applicable)	£

Ongoing Services	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
Foundation Advice			
Comprehensive Advice			

10. Your consent

This is our standard terms of business 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 authorise the transfer of information on a confidential basis, when warranted, between such parties as described in the Data Protection section below.
- I confirm Courtney Havers LLP is authorised by me to act as my agent and on my behalf in selecting a discretionary investment management service. I authorise Courtney Havers LLP to enter into discretionary investment management agreements as agent on my behalf and create a binding legal relationship between me and the relevant DIM (Discretionary Investment Manager). For these purposes, I authorise Courtney Havers LLP, acting on my behalf, to sign any documents, and take any further steps, that are required to form or administer discretionary investment management agreements of the type described in this Agreement.
- Under these discretionary investment management agreements, Courtney Havers LLP will instruct the relevant DIM to exercise discretion and decide the manner in which my portfolio is invested, based on the investment risk profile / investment policy / strategy selected by Courtney Havers LLP acting on my behalf.
- Although each discretionary investment management agreement will create a legal relationship between me and the relevant DIM, I understand that the DIM will be entitled to treat Courtney Havers LLP, rather than me, as the DIM's client. This may affect the legal and regulatory rights I would otherwise have in respect of the way in which the DIM manages my portfolio, as more fully described in Appendix B of this Agreement. In particular, I understand that this may mean that neither I am, nor Courtney Havers LLP acting on my behalf is, able to complain to the Financial Ombudsman Service with a complaint against the DIM.

Courtney Havers LLP will:

Our DIM selection

We shall ensure we have conducted sufficient research and due diligence on the discretionary investment manager that we select to provide the discretionary investment management service.

Know Your Client (KYC) and Suitability

We shall assess your circumstances and financial planning objectives, knowledge and experience to ensure that a discretionary investment management service is appropriate. We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend are suitable such that you are able financially to bear the investment risks and have the necessary experience and knowledge in order to understand the risks involved in the management of the investments.

On-going suitability of the discretionary investment management service and model portfolio

We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend remain suitable for your investment objectives and attitude to risk on at least an annual basis.

On-going monitoring of our selection and the discretionary investment management service

We shall monitor the performance of the discretionary investment management service to ensure the on-going appropriateness of our selection for your overall financial planning and investment objectives.

Fees and charges

We shall be responsible for notifying you of the fees and charges of the discretionary investment management service we select for you.

Tax

We shall be responsible for providing advice to you on the tax implications of the discretionary investment management service.

The discretionary investment manager will:

- Manage your investments in accordance with the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.
- Ensure its decisions to trade and all transactions are consistent with the terms of the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.

The discretionary investment manager will NOT:

- Provide you with financial planning or tax advice or assess your suitability for their investment management service.

11. Declaration

I / We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English courts.

Date of issue	
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Client name(s)		
Client signature(s)		
Date		

Signed on behalf of Courtney Havers LLP

Adviser name	
Adviser signature	
Date	

Appendix A - protecting your personal information.

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider.

We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (for example by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (for example telephone / email / letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this agreement, we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements, please speak to us.

Consent

Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Courtney Havers LLP.

Client name(s)		
Client signature(s)		
Date		

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties, please contact us for further information.

Marketing

From time to time, we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this, we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by:

Email Telephone Text Message Post

Client name(s)		
Client signature(s)		
Date		

Please note that you may withdraw this consent at any time by notifying us at our main business address.

Appendix B -Consequences of our categorisation as a professional client.

1. Information

Regulatory consequences of categorisation as a professional client	Our response
a) Communication with clients	
<p>A firm must ensure that its communications with all clients are fair, clear and not misleading. The way in which a firm may communicate with professional clients (about itself, its services and products, and its remuneration) may be different from the way in which the firm communicates with retail clients. A firm's obligations in respect of the level of detail, medium and timing of the provision of information are different depending on whether the client is a retail or professional client.</p>	<p>Although the DIM may treat us as a Professional Client, we will treat you, our investor, as a retail client. We will ensure that the risks of any Discretionary Investment Management Service we select is explained to you clearly and the risks are clearly disclosed.</p>
b) Information on costs and charges	
<p>A firm must provide clients with information on costs and associated charges. The information provided may not be as comprehensive for professional clients as it must be for retail clients.</p>	<p>We will provide you with clear information on the costs and charges of any services we provide you as well as the costs and charges involved in any DIM Service we may select.</p> <p>Under the regulatory system, we are obliged to provide you aggregated costs and charges disclosure on an annual basis. This will include all the costs and charges of investments that we have arranged for you or recommended. The costs and charges of the DIM would be included in this disclosure.</p>
c) Disclosure of risks	
<p>A firm is entitled to assume that a Professional Client has the requisite knowledge and experience to understand the risks involved in investing.</p>	<p>Although the DIM may treat us as a Professional Client, we will treat you, our investor, as a retail client. We will ensure that we assess your knowledge and experience in the investment field relevant to the specific type of investment or service we may recommend. We will also ensure that the risks of any DIM service we recommend are explained to you clearly.</p>

2. Suitability and appropriateness

Regulatory consequences of categorisation as a professional client	Our response
<p>If a firm makes a personal recommendation or manages investments for a client, it is required to obtain and consider the following information in relation to the client:</p> <p>The client's knowledge and experience in the investment field relevant to the specific type of investment or service</p> <p>The financial situation of the client, and</p> <p>The client's investment objectives</p> <p>However, when making a personal recommendation or managing investments to or on behalf of a professional client, a firm is entitled to assume that, in relation to the products, transactions and services for which the professional client is so classified, the client has the necessary level of experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio. This assumption cannot be made for a retail client and firms must assess this information separately.</p>	<p>We will treat you, our Investor, as a retail client. Under the regulatory system we are required to obtain and consider the following information in relation to you.</p> <p>Your knowledge and experience in the investment field relevant to the specific type of investment or service</p> <p>Your financial situation, and</p> <p>Your investment objectives</p> <p>Where we recommend you use the services of a DIM, we will ensure that the services of the DIM are suitable for you at outset and on an ongoing basis.</p>

3. Financial Ombudsman Service (FOS)

Regulatory consequences of categorisation as a professional client	Our response
<p>The FOS handles complaints about investments and resolves disputes for free between financial services companies and their customers without having to go to court.</p> <p>The services of the Financial Ombudsman Service in the UK may not be available to professional clients, unless they are, for example, consumers, small businesses or individuals acting outside their trade, business, craft or profession. Given that we will be classified as a professional client and our trade is financial services, we may not be able to take a complaint on your behalf to the FOS.</p> <p>Given that you have no direct contractual relationship with the DIM you may not be able to take your complaint to the FOS.</p>	<p>You will be able to approach the FOS with any complaint with respect to our Services. We operate our own complaints procedure, a copy of which is available on request.</p> <p>Should you wish to make a complaint about the DIM we recommend you would need to complain to us in the first instance. It is possible that no direct complaint can be made against the DIM as you are not their client.</p>

4. Financial Services Compensation Scheme (FSCS)

Regulatory consequences of categorisation as a professional client	Our response
<p>The FSCS exists to protect customers of financial services firms that have failed.</p> <p>If a company you have been dealing with has failed and cannot pay claims against it, the FSCS can step in to pay compensation.</p> <p>We are a member of the UK Financial Services Compensation Scheme. You may be entitled to claim compensation from the FSCS if we cannot meet our obligations to you. This will depend on the circumstances of the claim.</p>	<p>Any DIM, platform or custodian that we select will also be a member of the FSCS and your money should be protected.</p> <p>Our regulator the Financial Conduct Authority's (FCA) regulation confirms that 'protected investment business' includes: 'designated investment business carried on by the relevant person with, or for the benefit of, the claimant (so long as that claimant has a claim), or as agent on the claimant's behalf'.</p> <p>The FCA regulations further states: 'If a claimant has a claim as agent for one or more principals, the FSCS must treat the principal or principals as having the claim, not the claimant'.</p> <p>As a result, you may be able to seek redress from the FSCS in relation to the failing of any regulated entity involved in the provision of the services. However, it is always fact specific, and we cannot offer any guarantees on this.</p>