

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 Brochure**. 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 Brochure** 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

Providing initial advice services

We will classify you as a retail client. This means that you are given the highest level of consumer protection available under the UK's regulatory system.

- Before we give you any advice:
 - We'll gather appropriate personal and financial information from you, including your specific financial needs and objectives.
 - We'll assess the level of risk you are willing / able to take, knowledge and experience.
- Based upon the information collected, we'll make recommendations designed to be suitable to your identified needs
- We'll confirm our recommendations in writing in a suitability report. This report will also include details of any relevant risks that may be associated with the products or investment strategies we have recommended.
- 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.
- If you choose to accept our recommendation(s), we will arrange to put them in place for you.
- We may, where appropriate, recommend you place some, or all, of your investments with a Discretionary Fund Manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In this scenario, the DFM will manage a portfolio of your investments

(model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DFM. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.

- **In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM.** This means that you won't have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. We will use all reasonable steps to discharge our responsibilities to you with care and due diligence. We will undertake appropriate due diligence on the DFM and ensure that the services provided by the DFM meet your investment objectives and risk profile. **Before setting up this type of arrangement we'll explain the implications to you.**
- **We need your explicit authority and consent to enter into this type of arrangement with a DFM on your behalf. In signing this agreement, you confirm your consent.**
- Further details of our initial advice service(s) and the costs involved are provided within sections 5 & 6 of this document.

Providing ongoing advice services

- Depending on the product(s) recommended, we may recommend an ongoing service to ensure that these are kept under review so that they continue to be suitable, as your circumstances change.
- **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 advice service.
- If you do not agree to receiving ongoing advice services, we will not review the ongoing appropriateness of the advice provided nor provide any future advice. We will however be pleased to advise you again in the future at your request, subject to our normal fee levels applicable at that time.
- 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.
- Further details of our ongoing advice service(s) and the costs involved are provided within section 6 of this document.

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.

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

- If 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' conflicts 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.
- **Soderberg & Partners Holding AB (SPH AB) has taken a minority stake in Courtney Havers LLP. SPH AB is incorporated in Sweden and the firm has appointed Joakim Strandberg as a Director of Courtney Havers Holdings Ltd to represent Soderberg & Partners interest. A potential conflict arises from the provision of services by Soderberg & Partners Wealth Management Ltd (SPWM), a UK incorporated company delivering Platform Services, and Soderberg & Partners Asset Management Ltd (SPAM), a UK incorporated company delivering DFM Services, which are both owned by SPNUKV AB.**
- **Should we recommend any of the Soderberg & Partners Wealth Management Ltd or Soderberg & Partners Asset Management Ltd services, we will clearly disclose this potential conflict to you within any written recommendation we make.**
- **Should you decide to proceed with our recommendation, then by signing the declaration within our recommendation letter, we will accept this as your confirmation that you are aware of this potential conflict and that you are happy to proceed on that basis.**
- 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 or for legal, regulatory or insurance purposes related to our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.
- **We use artificial intelligence (AI) technologies to improve the efficiency, quality, and speed of our business processes.**
- Where any electronic or in person communication with us results in, or may result in a client transaction, to ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security we may record and monitor your video/telephone communications or in person meeting conversations with us.

- A copy of these recordings, where made, will be available on request for a period of 5 years following the end of our relationship.
- Further details on how we process your personal information are provided within our Privacy Notice.

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 and sign this document and ask us to act for you.

Providing initial information about your circumstances

- Our financial 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.

Ongoing confirmation of the information we hold

- If you choose to receive ongoing services that involves us providing ongoing suitability reviews and / or periodic suitability assessments, (see section 1 of this document for further details), we will need to contact you before the relevant due date(s) to establish if the information held remains correct.
- It's important that you respond to such requests promptly.

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 you 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 ongoing 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 percentage (%) of the value 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.

Governing Law

This fee 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'

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

This agreement can be cancelled by either party.

By You:

- 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 we receive this.

By the firm:

We will only terminate this agreement if we have a good reason to do so including, but not limited to, if:

- You do not pay for services provided when due.
- We cannot obtain clear instruction from you.
- You fail to engage with our requests to provide up to date information to enable us to undertake ongoing suitability reviews / periodic suitability assessments.
- We have or developed a conflict of interest that cannot be managed.

- Carrying out your instructions or continuing to work for you would infringe the law or the standards of the Financial Conduct Authority (FCA) whose rules we are required to comply with.
- We provide you at least 20 business days' written notice.

If this fee agreement is terminated by either party:

- 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 if applicable, any fees outstanding (initial and/or ongoing).

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 20 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.

- 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	Business Property Relief (IHT Schemes)	Critical illness cover
Unit trusts	Structured products, incl. structured deposits	Income protection
ISAs	Venture capital trusts	Long term care
Investment bonds	Pensions	Lifetime Mortgages (Equity Release)
Exchange traded funds	Annuities	
Investment trusts	Phased retirement & income drawdown	
Enterprise Investment schemes	Term assurance	

- 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. Protection products we can advise on include terms assurance, critical illness cover, income protection and business protection.

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:** Please see our specific client service brochure for details of our charges in connection with this business type.

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:

- Initial advice charges:** These are the upfront costs of our services. Our initial service is tailored, depending on your specific needs.
- Ongoing advice 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 service is 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.

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.

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		
Our Initial Review & Advice Service –. This service will meet all your planning needs: - Whether you are at the early stages of accumulating your wealth Or - You have existing arrangements, and you are looking to formulate a more joined-up plan to make sure you are on track to be financially secure in retirement. Or - Perhaps you're at or approaching retirement, or you need more sophisticated advice e.g., long-term care or Inheritance Tax planning.	Advice Type	Minimum Initial Charge*	Additional work charge rate
	New Pension and/or Investment	£3,000	£245/hour
	Pension Review	£4,000	£245/hour
	Retirement/Pension Income Advice	£4,000	£245/hour
	Pension Annuity	3% of annuity value – subject to a minimum fee of £2,500	N/A
	Enterprise Investment Scheme/Venture Capital Trust	2% of initial investment	N/A
	Estate Planning (Business Property Relief)	£4,000, plus 0.5% of initial investment	N/A
	Estate Planning (Trust Planning)	£4,000	£245/hour
	Protection	None – Insurer commission based.	N/A
*Our minimum charges are time based and reflect the complexity of the work involved. Additional work will be time costed and with additional time charged at £245/hour. Once we have had a nil-cost and no obligation initial meeting with you, we can provide an estimate of our fee for the advice you require. Please see our Courtney Havers Client Brochure for examples of the services we provide.			

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	
Our Ongoing Review & Financial Planning Service— Annual review of your circumstances and update on the progress of your plan over the last 12 months with your adviser. This meeting will typically be carried out either face to face, via telephone or by video conferencing with your adviser and they will assess the following: 1. Your progress towards your goals established at outset. 2. The review of the ongoing suitability of the advice given previously, your current investment strategy and product wrappers. 3. 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. 4. Assessment of any capital and/or income requirements. 5. A written confirmation of the ongoing suitability of the advice you have been given together with recommendations for any changes that are required to the investments and/or the product wrappers they are in. 6. The subsequent implementation of any recommended changes. 7. 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. Fixed Ongoing Advice Fees. We are also happy to work on a Fixed Ongoing Fee basis. This fee will be calculated based upon the time it will take us to conduct your review, instead of using the above percentage of the value of your assets under advice method.	Tier of Assets under Advice	Percentage Ongoing Charge
	£0 - £1,000,000	0.75%*
	£1,000,001 - £2m	0.35%
	£2m+	Fixed Ongoing Advice Fee
	*Subject to a minimum annual charge of £3,000. Our minimum annual charge is time-based and reflects the complexity of the work involved. Additional work will be time costed and any additional time is currently charged at an hourly rate of £245. Any fee will be agreed with you in advance. For example: Your investment value is £100,000, then 0.75% of £100,000 = £750. As our minimum ongoing fee for this service is £3,000, then you would still need to pay us an additional £2,250 (£3,000 - £750 = £2,250). If your investment value is £1,200,000, then the charge will be calculated as follows: 0.75% of £1,000,000 = £7,500. 0.35% of £200,000 = £700 Total ongoing charge = £8,200 If the value of your investments exceeds £2,000,000, we will agree a fixed ongoing advice fee with you. This fee will be calculated based upon the time it will take us to conduct your annual review and is currently charged at an hourly rate of £245. Please see our Courtney Havers Client Brochure for examples of the services we provide.	

Payment options

Initial & Ongoing 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.

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 DFM (Discretionary Fund Manager), the platform provider / DFM 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

When making any recommendations, we will add together all the costs and charges payable so that you are able to understand the total costs of our services and recommendations within our suitability report. 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 that sets out the actions we will take should you make a complaint. If you would like a copy, please contact us.

If you 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:
 - **Deposit Protection Limit** - Following its most recent review, the Prudential Regulatory Authority has confirmed the following increases which are effective from 1 December 2025:
 - Deposit protection limit - Increased from £85,000 to £120,000
 - Temporary high balance limit - Increased from £1m to £1.4m
 - **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% or 100% of the claim, without any upper limit.

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

9. Services agreed

Initial service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
Initial Review & Advice Service			
Other Bespoke – 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 Service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
Ongoing Review & Financial Planning Service			

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

Courtney Havers LLP will:

Our DFM selection

- We shall ensure we have conducted sufficient research and due diligence on the discretionary investment manager (DFM) 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, where you have requested to receive an ongoing service from us.

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 where you have requested to receive an ongoing service from us.

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 or for legal, regulatory or insurance purposes related to our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our legal obligations to preventing money laundering or terrorist financing. We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints and meeting our Professional Indemnity Insurer's expectations. Generally, these are the lawful bases 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 the above-mentioned purposes.
- 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.). If you wish to know the names of these third parties, please contact us for further information.
- 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 use artificial intelligence (AI) technologies to improve the efficiency, quality, and speed of our business processes.
- 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

- As explained in our Privacy Notice there are certain categories of personal data that are sensitive by nature. These 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. 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.

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.