



Client Agreement

Commencement

The following agreement will come into force with immediate effect.

Our Services

We will act on your behalf for the purposes of arranging and advising on pure protection, investments, pensions, mortgages and general insurance. Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for Investment Business and will act in your best interests at all times.

As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product. Such a request must be made in writing and we will consider any requests received on a case by case basis against the criteria set out in FSA Rules. We will inform you of the FSA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client, you must keep us informed of any change in your circumstances that could affect your classification.

We may also advise on products and services which are not regulated by the Financial Services Authority. We will tell you where this is the case.

Unless agreed otherwise in writing we will not be obliged to review in the future any investment or policy that we have arranged for you.

We are authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent regulator of financial services in the United Kingdom. Acorn Bowman Finance & Investment Management Ltd is entered on the FSA register (www.fsa.gov.uk/register) under reference **214536**. Our address is:

Acorn Bowman Finance & Investment Management Ltd, Kent Innovation Centre, Thanet Reach Business Park, Broadstairs, Kent, CT10 2QQ

How we charge you for our services

You have the option to pay for our services by way of a fee in which case the amount will be agreed with you before we carry out any chargeable work. Alternatively we can be paid commission on a product we arrange. We will tell you about how much commission we receive.

We will provide you with further details about the cost of our services separately.

We will tell you if you have to pay VAT. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If you choose to pay for our services by commission and we are subsequently obliged to refund the commission paid to us, we reserve the right to charge you the amount refunded without the need for a separate fee agreement. This will not apply where you exercise your statutory right to cancel the contract.

If we receive any other form of benefit in connection with our services to you we will disclose this to you.

Your Protection

We prefer instructions to be in writing. If instructions are given verbally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

We will normally register all products and/or investment in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for your ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests or those of one of our clients conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit and you should understand the risks before making any investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact us either:

In writing: Acorn Bowman Finance & Investment Management Ltd, Kent Innovation Centre, Thanet Reach Business Park, Broadstairs, Kent, CT10 2QQ or by email; phil@abfim.com, or by telephone:01843 609365

Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk. If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Please refer to our :- “About our services and costs” Re compensation.

Further information about the FSCS is available from their website www.fscs.org.uk.

Termination

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred or a due proportion of any fees previously agreed.

Data Protection

Collection of data :

In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

Access:

You have the right to access information we hold about you. You can access a copy of these records by contacting us. Contact details are as follows:

Data Protection Officer:

Acorn Bowman Finance & Investment Management Ltd, Kent Innovation Centre, Thanet Reach Business Park, Broadstairs, Kent, CT10 2QQ. Telephone Number: 01843 609365

We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Use of data:

Personal information will be kept for compliance and monitoring purposes. Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successor. We may also provide information to our auditors, professional advisers.

We may from time to time contact you by post, fax or e-mail with details of products and services which may be of interest to you. If you would like to receive this information please indicate your preference by ticking the box here.

We shall disclose information to relevant authorities where we are required to do so by law.

We are legally obliged to verify the identity of our customers and retain these records.

We will retain records after our business relationship has ended for legal and regulatory purposes.

Rights of third parties

This agreement excludes any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction And Cancellation of regular premiums

This agreement is governed by English & Welsh Law and the parties of this agreement hereby submit to the exclusive jurisdiction of the English & Welsh Courts.

Cancellation of regular premiums

If we arrange a policy for you from which we receive commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the right to recover from you an amount equal to the amount we have had to refund. This is to compensate us for the time spent in advising you and arranging the policy. The amount recoverable and the timeframe over which it is recoverable are dependent on the product chosen. Details of the amount and timeframe will be notified to in the suitability letter we will send you. We shall not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the product provider.

We believe in the importance of avoiding social exclusion and will actively put in to practice the principles of the disability discrimination act. If you require a Braille or Audio service or require another person present at a meeting to help you, or cannot easily visit our offices, please inform us and we will make the necessary provisions.

Declaration

This is our standard **Client Agreement** upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. **If you do not understand any point please ask for further information.**

This Client Agreement will come into effect from the date of my/our signature below. I/we acknowledge receipt of this **Client Agreement and the Services and Costs document provided separately.**

| | | | | |
|---------------|--|--|--|--|
| Signature | | | | |
| Name | | | | |
| Position Held | | | | |
| Date | | | | |
| Adviser | | | | |
| Date | | | | |