



investing**ethically**

## Client Agreement

This document and the Client Fee Agreement attached are important documents, the content of which we intend to rely upon. You should therefore read these terms carefully before signing them. If you do not understand any of the items covered please ask your adviser for clarification or write to the Compliance Officer at our main office address.

The terms of this Agreement will come into force immediately upon issue and will remain in force until they are cancelled by you or us. Any previous Agreement issued by us is therefore no longer relevant.

This document is intended to set out our commitments to you and the basis upon which we will conduct business and provide a service to you. By accepting the terms outlined, you are giving your consent for us to operate on your behalf.

### Our Services

It is important to stress that we offer a full **'Independent'** advice proposition specialising in ethical investments. Other firms may offer advice that is 'Restricted', which means that they can only offer advice on limited types of products, or the products from one company or a limited number of companies. You will not be able to compare our services with theirs as we are providing a market wide review that is not restricted in any way.

As an Independent Financial Adviser we will consider all areas of your finances (unless directed otherwise) and have the ability to deal in all products and with all providers across the whole market place to ensure any financial objectives are implemented successfully. Our permitted business is to advise on and arrange pensions, investments, savings and non-investment insurance contracts. As part of our service, we offer an initial discussion without charge, in which we will describe our services more fully and explain the payment options available to you. If agreed, after this initial discussion we will review with you in more detail your financial requirements depending on the type of service you have requested.

If you have requested a full financial review we will:

- Gather all relevant personal information, including details of your finances, your needs and future financial objectives, including your attitude towards investment risk and your ethical concerns.
- Analyse the information gathered in detail against your stated objectives and research possible solutions.
- Provide a detailed report of your situation to include our product recommendations.
- Work with you and any relevant product providers to ensure the recommendations are implemented.
- Agree a review service with you at outset to ensure any plans and investments remain appropriate in the future.

If you have requested a more focussed review in one, or several identifiable areas we will follow a similar process on the areas requested and confirm to you in writing the areas considered. We accept no responsibility with regard the implications of focused advice and the potential impact to recommendations made as a result of non-disclosure on certain aspects of your financial affairs or through your direct instructions.



If you request “No Advice” from us and wish us to simply arrange a transaction for you we may do so subject to your classification as an ‘execution only’ client. Where this service is provided we may receive a commission from the provider and details of this will be provided in the documentation issued before the contract is completed. We will require you to sign a separate ‘execution only’ disclaimer which confirms we take no responsibility for the appropriateness of the transaction and that you understand that you may lose some or all of your consumer protection rights offered by the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

If you require regular reviews of the progress towards your financial objectives we will explain the options under our ongoing service propositions.

### **Client Classification**

All clients with whom the firm conducts business are firstly classified into one of three areas. These are retail, professional or eligible counterparty categories, which ultimately allows us to identify the level of regulatory protection in each case. We propose to classify you as a Retail Client for investment purposes affording you the maximum protection under current legislation.

### **Communication**

We will communicate with you in English, both verbally and written in all cases. We consider e-mails to have the same status as written documents on the understanding these are received from a previously confirmed e-mail address. We are unable to provide a guarantee that any e-mail sent will be received, or that the contents of any such messages will remain private during internet transmission. We accept no liability for any damages that you or any others may suffer as a result of the alteration or loss of confidentiality of any e-mailed information. We virus scan all e-mails but will not be responsible for any damage caused by a virus or alteration by a third party after it is sent. We recommend that you employ virus detection and protection measures when accessing e-mails from us.

### **Objectives and Restrictions**

Following the issue of this Agreement, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, an agreed acceptable level of risk and any instructions you may wish to make regarding the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability report we will issue confirming our recommendations. Under normal circumstances we will assume that you do not wish to place any restrictions on the advice we give you.

### **Cancellation Rights**

We will always inform you of your statutory right to cancel. You will normally be granted 30 days in which to cancel a life or pension contract, however there may be occasions where this period is 14 days or that no statutory rights are granted. This will be explained before any contract is concluded.

### **Paying by commission - (product charges)**

If we arrange a non Retail Investment Product for you, we may receive commission on the contract from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through the product charges. We will advise you in writing where any commission is not sufficient to cover our charges.

### **Material Interest**

We will always act honestly, fairly and professionally when dealing with you. Occasionally situations may arise where we or one of our clients have 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 clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. You can request a copy of our conflict of interest policy at any time.



### **Investment Risks**

All investments carry a degree of financial risk that will usually increase in line with the potential rate of return on a particular investment (i.e. the higher the level of potential return, the higher the level of risk one may have to take). You should ensure that you are fully aware of the risks associated with the product and are content to accept the risks involved.

### **Who Regulates Us**

Investing Ethically Ltd is authorised and regulated by the Financial Conduct Authority (FCA) who are an independent watchdog that regulates financial services. Our FCA Register number is 192005. You can check this information by visiting the FCA website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

### **What to do if you have a complaint?**

If you should have any complaint about the advice you receive or a product which you have purchased, please contact us, in writing to – The Compliance Officer, Investing Ethically Ltd, 31 Whiffler Road, Norwich, NR3 2AW, or telephone – 01603 309020, or email – [phil@investing-ethically.co.uk](mailto:phil@investing-ethically.co.uk), giving details of your complaint. We will provide you with a copy of our formal complaints procedure upon request or upon receipt of a complaint. If we are unable to resolve a complaint to your satisfaction you have the right to take your complaint to the Financial Ombudsman Service.

### **Are we covered by the Financial Services Compensation Scheme (FSCS)?**

We maintain professional indemnity insurance to enable us to meet any liabilities that may arise on us in respect of our obligations to you for services performed on your behalf. We are covered by the FSCS. You may be entitled to compensation from the scheme if for any reason we cannot meet our obligations. This will however depend on the type of business and the circumstances of the claim.

### **Investments**

Most types of investment business are covered up to a maximum limit of £85,000.

### **Insurance**

Non-compulsory insurance provision for both general and pure protection contracts (such as term assurance, mortgage protection, critical illness and most income protection policies) are covered for 90% of the claim with no upper limit.

### **Instructions**

To avoid disputes we require our clients to give us instructions in writing / email in respect of all investment transactions. We will however, accept oral instructions to commence a life / pension policy provided they are subsequently confirmed in writing. All advice given on behalf of Investing Ethically Ltd will be provided in writing, or if given verbally will be confirmed in writing subsequently to ensure clarity of information.

### **Further contact and advice**

Where we have arranged and implemented any investment for you, we will agree an on-going service level based on your circumstances and needs and the level of charge you are willing to pay. If you do not agree to one of our service plans at the time of implementation, we will not monitor or review the appropriateness of the advice provided nor provide any future advice. We will of course be pleased to advise you again in the future at your request, subject to our normal fee levels applicable at that time.

We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practical after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.



### Termination

You, or we, may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and sent by recorded delivery and will be deemed to be effective from the date of receipt. Termination will not prejudice the completion of any transactions already initiated on your behalf or any rights or obligations already arising, unless you specifically request us to discontinue processing that transaction. Upon termination we reserve the right to charge a fee in line with the work undertaken but any fee related to an on-going service that will no longer be provided will be cancelled. Any outstanding fees due under this Agreement will be due within 14 days of the termination date.

### Client Records & The Data Protection Act

You have the right to inspect copies of contract notes, vouchers and entries in our books, files or computerised records relating to your transactions. We keep records of our business transactions for at least six years. We reserve the right to only provide copies of your records if giving you direct access to them would allow access to files containing records of other clients.

Personal information provided by you may be maintained on our computer records and will not be shared with other parties, unless you have agreed otherwise. The provisions of the Data Protection Act 1998 apply. In order for us to advise you properly we must obtain certain information about your finances and personal circumstances. This information will be retained and used by us in the future. By signing this document:

1. You agree that the information we hold about you can be held on computer and / or paper files.
2. You agree that any information, which you give us, may be disclosed to third parties (e.g. credit reference agencies, product providers or data processors) for the purpose of administering and processing your application where we are providing an intermediation service between you and third parties, including the preparation or implementation of a service or the provision of an on-going service, or upon the sale of all or part of our business.

### Marketing

We will update you with information on products and services that we feel may be of interest to you. If you do not consent to this at any time, please contact us in writing, via email or telephone at our main head office address.

We agree that any consent given by you under the above paragraph may be withdrawn at any time by contacting us in writing at our main office address.

### Legal Governance

This Client Agreement is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

### Client Money

Investing Ethically Limited does not handle client money. We will never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you a bill) or handle cash.