

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.

What do I do if I have a Complaint?

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, ~~5 DOOH, QG X WULHV & XNRR~~/DQH7RQEULG#Kent TN 0\$

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.

The Financial Services Compensation Scheme (FSCS)

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 for most types of investment business are covered for up to a maximum of £50,000.

Insurance - in the majority of cases, eligible claims about the 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.

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.

Which Service Will We Provide?

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
- Unit trusts
- ISAs
- Investment bonds
- Exchange traded funds
- Investment trusts
- Enterprise Investment Scheme
- Structured products, incl. structured deposits
- Venture capital trusts
- Pensions
- Annuities
- Phased retirement & income drawdown
- Term assurance
- Critical illness cover
- Income protection
- Long term care

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 Advice

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.

Our remuneration

Following our initial discussion (which is at the expense of Courtney Havers), should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss your payment options with you and answer any questions you have.

We will not charge you until we have agreed with you how we are to be paid. We will also tell you if you have to pay VAT and if there are other costs that might arise in connection with the services we provide to you.

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 (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend meetings & training events funded and /or delivered by product providers, fund managers and investment platforms. These meetings 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.

Investments

Payment for services

Initial charges

By signing this agreement you are agreeing to pay the charges for our services. 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.

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.

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;

Initial Service	Minimum Initial Charges
Financial review with the prospect of you becoming a Courtney Havers client.	<p>Minimum fees vary with the type of advice required, its complexity and the time taken to get you the right solution. Below is a list of examples and their costs:</p> <ul style="list-style-type: none">• New ISA/Personal Pension/Protection recommendation - £975• Review of existing ISA/Investment/Personal Pension - £1,750• Review of Pensions, Retirement planning and Cash flow forecasting - £2,500• Complex work, e.g., Inheritance Tax Planning, Tax-Advantaged Investments and SIPP commercial property purchase - £3,000• Final Salary Pension review – initial report charge is £1,500. If advice is favorable to a pension transfer, the total minimum fee is £7,500 (inclusive of initial report fee). <p>Please refer to our Client Services Documents for examples of our Standard Minimum Fees</p>

Our hourly rates are:

Chartered Financial Planner	£250 per hour
Financial Planner	£200 per hour
Paraplanner / Research	£75 per hour
Administration	£50 per hour

All fees will be individually agreed with you in advance and will vary depending upon the seniority of the principal adviser and the complexity of the work involved.

Settling your adviser charge in a single payment.

You will be required to settle the payment of your fee on completion of our work within 14 days. This may be paid by cheque or by direct credit to our bank account, but we do not accept payment by cash. Alternatively, if you buy a financial product the adviser charge may be paid through your recommended product. If you choose to have your adviser charge deducted from the product, you do not pay anything up front but that does not mean that our service is free. You still pay us indirectly through the deduction from the amount you pay into your product. This deduction will pay towards settling the adviser charge and could reduce the amount left for investment. It may also affect your tax position, so you should seek appropriate advice.

Settling your adviser charge by instalments (regular premium contracts only)

If you buy a financial product to which you will be making regular payments, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge and could reduce the amount left for investment.

If you fail to keep up with your payments to the product you have bought, or cancel the product, before the adviser charge is paid in full we reserve the right to request full payment of any outstanding balance of the adviser charge.

Insurance. We will normally be remunerated by commission from the product provider. Alternatively you may pay us a fee. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

Payment for Ongoing Services

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 Service Proposition.

Ongoing services can be cancelled at any time by informing us in writing 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.

We can offer you three levels of ongoing services designed to provide periodic reviews to ensure that recommended products remain relevant to your circumstances. Details of what is included in each of these services are provided in **Our Client Services** document. Our charges relating to ongoing services are as follows:

<i>Ongoing Service</i>	<i>Ongoing Charges</i>
<i>Comprehensive Financial Planning Service</i>	<i>Up to 1% of the value of your portfolio, subject to a minimum of £1,250 per annum. For example if the value of your portfolio was £250,000 our charge could be £2,500 p.a. Please refer to our Client Services Document for further details.</i>

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.

This service can be cancelled at any time by simply informing us in writing.

Details of the initial service we will provide.

Initial Service	Tick to confirm	Details of agreed fee & work we will undertake on your behalf. Any payments subject to VAT will be shown below.	
Financial review with a view to you becoming an ongoing client i.e. subscribing to an ongoing service			
Financial Planning Report (one-off)			
One-off transactional advice i.e. where you are not subscribing to an ongoing service			
Other – specify details of work			
Advice relating to non-investment protection contracts		Pay by commission	Y/N
		Agreed fee (if applicable)	£

Details of the ongoing service we will provide

Ongoing Service	Details of agreed fee and work we will undertake on your behalf. Any payments subject to VAT will be shown below.
Comprehensive Financial Planning Service – Annual Reviews	
Comprehensive Financial Planning Service – Half-Yearly Reviews	
Comprehensive Financial Planning Service – Quarterly Reviews	

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.

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:	

Protecting your personal information

We confirm that, when processing data on your behalf, we will comply with the relevant provisions of the Data Protection Act and the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679)

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. Our policy is to gather and process only that personal data which is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations e.g. to prevent money laundering or terrorist financing. We may also gather and process your data where you have given us your consent, or where we have a legitimate interest in doing so as a financial services provider (and where our legitimate interests are not overridden by your (or the relevant individual's) own interests or fundamental rights or freedoms). These legitimate interests will include our interests in managing our relationships with our clients, administering visits to our offices and ascertaining achievement of proper standards/ compliance with policies, practices or procedures. 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 below).

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 (e.g. 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 (e.g. 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.

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

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.

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.