

ABOUT US

Our fees, services
and
client agreement



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

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.

Who Regulates Us

We are authorised and regulated by the Financial Conduct Authority. Our regulated activities comprise advising on and arranging pensions, savings and investments and non-investment insurance contracts. Our FCA register number is 463179.

You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register

The FCA's contact details are: 12 Endeavour Square, Stratford, London, E20 1JN. United Kingdom. Tel: 0800 111 6768

Client Categorisation

Unless we tell you otherwise, we will treat you as a **retail client** for investment business. This means that you are given the highest level of protection available under the UK regulatory system. We will communicate to you in English both verbally and in writing.

Client Confidentiality

We will hold all information about you in line with the requirements of the current UK Data Protection Regulations. In giving us personal information, you agree to us providing this information to third parties such as product providers and credit reference agencies. This is to allow us to meet with the record-keeping and regulatory requirements of the Financial Conduct Authority. The aim is to protect you under the Financial Services and Markets Act 2000. You and your agents are able to see all information we hold relating to you at any time.

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 it please ask us.

Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, video conferencing, SMS text message 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.

Where we act as your agent in relation to the part of your portfolio held with a DFM, we will be responsible for forwarding on to you any reporting/communications from the DFM relating to your investments.

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.

Legal & 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.

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.

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. By continuing to use our services you agree to abide by the terms of this agreement.

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 holding 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 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. This means that you as the investor have no right to cancel any arrangement that we put in place on your behalf with the DFM. In the event of a failure by the DFM in fulfilling its obligations under the mandate it is likely to be for us to take action under our agreement with the DFM, not yourself/yourselves who will have no direct contractual arrangement with the DFM.

Pension transfer advice involving the transfer of safeguarded benefits.

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.

If we agree to provide you with a service in relation to defined benefit (final salary) pension transfer advice, 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.

Acting upon your instructions

Before we provide investment services to our clients, we will require to receive any instructions to proceed from you either face to face or 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.

Best Execution

Where we send investment applications on your behalf to third parties (e.g. 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 it please ask us.

Right to Cancel

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. We will remind you of these rights to cancel or withdraw in writing before any transaction is completed. We will also let you know if this right to cancel does not exist for an application if, by law, the company has to complete the transaction as soon as they receive the application.

Where we act as your agent in relation to the part of your portfolio held with a DFM, you will have no cancellation rights as there will be no contractual relationship between yourself/yourselves and the DFM.

Cessation as Advisers

This agreement will stay in force until you or we end it or until you or we ask to change it. 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. If you want to end the agreement, 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.

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 the changes are implemented.

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, 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.

Where we act as your agent in relation to the part of your portfolio held with a DFM, you will potentially lose your access to the Financial Ombudsman Service, as there will be no contractual relationship between yourself/yourselves and the DFM.

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 100% of the claim up to a maximum of £85,000 per person per firm.

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.

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.

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 £3,250. If advice is favorable to a pension transfer, the total minimum fee is £6,500 (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.

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.

I confirm Courtney Havers LLP is authorized by me to act as my agent and on my behalf in selecting a discretionary management service. This authority includes acting, generally, in relation to the management of my money and specifically entering into discretionary investment management agreements and giving instructions in connection with investment mandates offered by discretionary managers. I understand that Courtney Havers LLP will become the client of the DFM.

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

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. If you wish to know the names of these third parties please contact us for further information. 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.). Where it's necessary for your personal data to be forwarded to a third party, or where we share personal data with you we'll use appropriate security measures to protect your personal data in transit. All electronic communications sent from us to either you, or a third party, will be encrypted during transfer to avoid any unauthorised interception.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

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 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.

During the course of our relationship with you we'll retain personal data which is necessary to provide services to you. We'll take all reasonable steps to keep your personal data up to date throughout our relationship.

We are also subject to regulatory requirements to retain your data for specified minimum periods. These are, generally:

- Five years for investment business
- Three years for mortgage business (Specifically Lifetime Mortgage business)
- Indefinitely for pension transfers and opt-outs
- Three years for insurance business

These are minimum periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it's in our legitimate interests to do so. In any case, we'll only keep your personal data until such time as it is no longer required.

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

You have the right to request a copy of the information that we hold about you. If you'd like a copy of some or all of your personal information please email or write to us using our main business address.

We will provide a copy of this information free of charge. However, we reserve the right to charge a reasonable fee based on the administrative cost of providing the information when a request is deemed manifestly unfounded or excessive. We may also charge a reasonable fee to comply with requests for further copies of the same information.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

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.

Marketing

We won't share your information for marketing purposes with other companies, however, 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.