



Client Agreement document for:
Graham Carter Financial Services Ltd

This client Agreement and the document ‘Important Information about our Services’ sets out the standard terms and conditions under which we will supply you with financial services, (this ‘Agreement’).

For your benefit and protection please read this Agreement carefully and ask for clarification if you do not understand anything.

Only sign this Agreement if you agree to be bound by all the standard terms and conditions in this Agreement.

This Agreement is made between the following parties

Graham Carter Financial Service Ltd (“we, us, our, firm”)
Old Bank Buildings
2 City Road
Chester
CH2 2LS

AND

Name(s) (you, your, client)		
Address		

Independence:

We are independent for investment advice and pension business. This means that we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

We will offer the opportunity of paying by fee directly yourself or via Adviser Charging through the product provider recommended (please refer to details of our charging structure).

When looking to address your Protection needs, we will provide advice based on a fair and personal analysis of the market.

How we are remunerated:

We charge fees for our advice and assistance in implementing any recommendation provided by Graham Carter & Co only. We do not include custodian fees or product provider charges. Following the initial meeting we will confirm the next steps of our advice process and provide an estimate of the fees payable. Where VAT is applicable, we will highlight this to you before the fee is charged, however as the intent is intermediation, it is unlikely that VAT will be chargeable.

Please refer to our Important Information about our Services Leaflet

For protection advice, you will be advised of the commission that we will receive from the product provider prior to the application form being submitted to the provider.

Client Classification

As a client of Graham Carter & Co we will classify you as a 'retail client' for investment and pension advice and as a 'consumer' for protection advice. This will provide you with the maximum regulatory protections available to you. Should your classification change in the future, we will advise you accordingly in writing and obtain your agreement before proceeding with any financial planning advice.

How we act for you:

The company will exercise due care and diligence in conducting their business but will not be liable for any depreciation of investments arranged by them.

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

All calls to and from our office are recorded for training and monitoring purposes.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file. Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

There may be occasions where we, or one of our customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to. Should you require further information in relation to our conflicts of interest policy then please contact us at the address shown.

When we arrange investments for you, we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. Where several documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

All documents, cheques, and paperwork may be sent by post at the client's risk as soon as we receive the documents from the product provider concerned. We shall at the client's request and expense, send documents by registered post. In the absence of such a request, the client shall pay all charges incurred for the recovery or replacement of lost documents.

Any advice that we give will be based on your financial objectives and your attitude to investment risk. We will endeavour to ensure that any recommendation made is suitable for you. Any recommendation made will be confirmed in writing to you. Should you decline to provide the information requested about your circumstances then we may decline to continue with the business relationship since we would not be able to demonstrate that the recommendation is suitable given your financial circumstances.

Please note that if you reside outside of the UK, you may wish to seek further advice from a local adviser in your place of residence regarding the impact of our advice in relation to local taxation, practices and law. This is because the advice we provide you will be based on being a UK Independent Financial Adviser and we do not have specialist knowledge of any legislation, taxation or financial practices outside of the UK.

The company and its representatives are not qualified to provide any legal advice and will not provide any opinion as to whether a client should complain about any previous advice received unless explicitly agreed.

All communications, both verbal and in writing, will be in English.

Occupational Pension Transfer Advice:

We are not authorised to give advice on any occupational pension benefits that you may have accrued during your working life. Should you wish to receive such advice we will refer you to a third party who is authorised to do so.

We will include such benefits within any financial plan/cashflow analysis that we may do for you but this will be based upon an estimate of the benefits you are likely to receive – we will not obtain up to date information from the scheme each time we update the financial plan/cashflow forecast.

Continuity of Service on Death:

In the event of your death, our advisory service will continue for the benefit of the survivor and/or your executors. This will include obtaining valuations for Confirmation/Probate, where possible (and if appropriate) raise funds from your investments to cover Inheritance Tax prior to the issue of Confirmation/Grant of Probate and assisting in the disposal of transfer of assets. The management and review of investments along with adviser charges will cease until a new client agreement is put in place with the executors of the estate.

Investment risk:

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

We do not handle client monies:

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

Contact:

The amount of contact that we provide to you is dependent on the service proposition that you agree to and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable of the amount of contact you will receive, and you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

Termination of this agreement:

This agreement will remain effective and in force until such time that you, or we, wish to terminate the agreement. Either party may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing by first class post. It will be deemed to be received 2 business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date

Delay in Processing:

The company will not be held responsible for any delay beyond its control, or because of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

Complaints:

We have a written policy for handling complaints and how we ensure we deal with each complaint promptly and fairly. You can obtain a summary from us should you so request. Should you have cause to complain for any reason a copy of our policy for handling of complaints will be automatically sent to you. Please direct your complaint to the Compliance Manager at the company address.

Graham Carter & Co, 2 City Road, Chester CH1 3AE Telephone: 01244 322722

Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service who will then assess whether they have an eligible complaint before proceeding with an investigation. You can contact FOS via www.financial-ombudsman.org.uk or telephone:0800 023 4567

If you are an eligible claimant under the rules of the Financial Conduct Authority, you will also be protected by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Compensation for investment advice is provided at £85,000 per claimant per defaulting firm. Non-Investment.

Protection cover for compulsory insurance is 100% of the claim with no upper limit and for other non-compulsory insurances, the cover is 90% of the claim with no upper limit.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme. The Financial Services Compensation Scheme may also provide awards if any third-party institution we may use is declared in default or insolvent.

Money Laundering:

We are obliged to conform with the UK Money Laundering Regulations and to the Joint Money Laundering Steering Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence for each beneficial owner. To meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering, then this will be recorded.

The company reserves the right to approach a third party to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

Where further information is required, to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

We reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that because of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.

Not Readily Realisable Assets:

We may on occasions, and if appropriate, advise you on investments which are not readily realisable. Where this is the case, we will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances, it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Unregulated Investment Products:

Our services may also include advice on investments relating to or executing transactions in units in unregulated collective investment schemes. Where we recommend an unregulated investment/product then we will confirm to you that the FCA does not regulate the investment/product and therefore you may not be afforded the protections from the Financial Ombudsman Scheme or the Financial Services Compensation Scheme.

Law:

These Terms of Business are governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Referrals to third parties

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice. Should you pursue our suggestion to use the third party introduced to you, you should note that we are not responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

The terms of this Client Agreement will come into effect once signed by you. We reserve the right to amend these terms and will give you notice in good time before making material changes.

Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:-

- Have US citizenship or lawful permanent resident (green card) status
- Born in the US
- Have a US residence address or US correspondence address (including a US PO box)
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address
- Have a 'in care of' address or a 'hold mail' address that is the sole address with respect to the client;
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

Are you a "US Person"?

Y/N

If yes, please provide details: -

PEP status

PEPs are defined as 'an individual who is or has at any time in the preceding year, been entrusted with prominent public functions and an immediate family member or a known close associate of such person'.

PEPs are considered to be a higher risk to money laundering as their position may make them vulnerable to corruption.

Examples of a PEP can include: -

- Head of state/ government/ ministers/ deputy or assistant ministers
- Members of parliament
- Members of supreme court of constitutional courts or of other high level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances
- Members of courts of auditors or of the Boards of Central banks
- Ambassadors, Charges D'Affaires and high-ranking officers in the armed forces
- Members of administrative management or supervisory boards of state-owned enterprises.

Are you or any immediate family member such as your spouse/partner, children and their spouses/partners or parents a Politically Exposed Person?

Y/N

If yes, please provide details:

A) What we will do for you – Agreed Services

1. You agree to appoint us for: -

Initial Services

Research, recommendation, and implementation of your financial plan

We will confirm our advice in writing to you to ensure we have correctly understood your personal circumstances and the information you have provided to us. It is very important that you provide all material information and that it is true and correct to the best of your knowledge. If we have misunderstood any of the information, you must let us know as soon as possible as this may affect our advice and or recommendations.

Our written advice may include any products that we recommend to you and a full explanation of our reasons for such advice or recommendations. Following discussions with you, we may decide, at our discretion, that we are not able to provide advice or proceed with your instructions on suitability grounds, however we will always explain our decision to you.

2. **Ongoing Services**

Graham Carter & Co will proactively research and analyse the funds within your investment portfolio using the latest software available to us. Changes are typically made twice a year, but ad hoc reviews may take place, if for example, a Fund Manager leaves, or Market conditions alter significantly.

The following is included within the ongoing service agreement

- Research and analysis of the funds within your portfolio/alter the asset allocation if required
- Annual Statement of Holdings
- Ongoing Access to your adviser
- All assets held on our back-office system and continually updated
- Graham Carter & Co Newsletter three times a year
- Access to our support team
- Annual Review meeting at your home or our office
- Review of your Attitude to Investment Risk
- Review of Tax changes
- Cash flow modelling update, where applicable

The ongoing service agreement can be terminated at any time.

Graham Carter & Co will not provide ongoing suitability reviews if the agreement is terminated.

B) What will we charge you for the services? – Initial Costs and Ongoing Charges

1. You agree to pay us for the Services (the 'Fees')

An Initial Fee of £
% per annum of the value of your investments, payable monthly
This equates to approximately £ per year.

Fee will be settled by: -

- You the client
 From the Product

2. Where we recommend a product and we arrange it for you and receive a commission from the product provider, we will tell you what commission we receive.
3. We may receive commission from lenders, insurers, and product providers which is typically included in the charges for the product that we recommend to you.
4. We **do not** accept cash payments and all cheques should be made payable to the product providers unless it is payment for our Fees.

By signing this Agreement below you are confirming to us that you agree to all the terms and conditions in this Agreement, and you have received a copy of this Agreement and, you are personally liable for our Fee(s) and, where applicable, and any other costs/charges agreed and incurred by us on your behalf. If you do not understand any point please ask for further information. You further confirm that you have received a copy of the following documents on the dates stated: -

Document	Date Received	Advisers Initials
Keyfacts about our Services and Cost		
Client Agreement		
Personal Illustration		
Key Features Document for product(s) recommended		
Key Important Information Document for any investment fund(s) recommended		

Client 1 (signature)	
Client 1 (print name)	Date:
Client 2 (signature)	
Client 2 (print name)	Date:

Duly authorised to sign for and on behalf of Graham Carter & Co	
Signed by Roger Carter	Date: