CAMBRIDGE FINANCIAL ADVISERS

Independent Financial Advisers and Wealth Management

**Client Agreement**

**To ....................................................................................................................................................……**

# AUTHORISATION

**Cambridge Financial Advisers** is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/firms/systems-reporting/register. Our Financial Services Register number is 823697.

# COMMENCEMENT

This agreement comes into force within 7 days of receipt for existing clients and immediately for new clients. It may be necessary for us to change our Client Agreement (but not retrospectively) without your consent. In this circumstance we will provide you with an amended Agreement at least 10 business days prior to your conducting relevant business, unless it is impractical to do so. If we do not hear from you during this time you will be deemed to have accepted the change, but if you do not accept it you may terminate the agreement without penalty.

This agreement contains our terms and conditions of business on which we intend to rely and it is important for your benefit that you read them carefully to ensure you fully understand them. They should be read in conjunction with the ‘Services and Costs Disclosure Document’ and ‘Fee Agreement’, which are incorporated into and form part of this agreement.

This agreement shall be governed by the Law of England and Wales.

**OUR RELATIONSHIP**

We aim to act in the best interests of our clients at all times. We strongly advise you to contact us if your personal circumstances change. Our authority to act on your behalf may be terminated at any time without penalty by either of us giving written notice to that effect. Such termination will be without prejudice to either party’s obligations to complete transactions already initiated on your instructions, whether written or oral, and will be effective as instructed in the relevant communication. We ask our clients to give us written instructions to avoid possible disputes, but we can also accept your oral instructions, provided they are later confirmed in writing.

# COMMUNICATION

We will communicate with you by letter, email or telephone, as appropriate. You hereby confirm that the email address you have provided may be used for such communications and we are authorised to use it until we have received written notification, signed by you, of any change to this email address. Please be aware, and accept, that email is not a secure means of communication and we have no responsibility for any losses arising from the use of any electronic communication.

# FREQUENCY OF REPORTS

The frequency of reports which you may expect from us is given in the Services and Costs Disclosure Document, with which we will provide you.

# CONFLICTS OF INTEREST

On occasions a situation may arise where we feel that we may have a conflict of interest with another client or in other situations. This being the case, we will inform you in writing and obtain your consent before we carry out your instructions.



Investment Portfolio Management Tax Efficient Investment Advice Pensions & Retirement Planning Estate Preservation, Tax & Trusts Inheritance Tax Planning

**Qualified**

**Member**

Personal

Finance

Society

Standards. Professionalism. Trust.

Advice on SIPPs & ISAs Mortgage Advice

Life Insurance

FCA Registration No. 823697

Members of:

The Chartered Insurance Institute The Personal Finance Society

[www.cfawealthmanagement.com](http://www.cfawealthmanagement.com/)

e: info@cfawealthmanagement.com

Unit 8, Valley Court Lower Road Croydon

Nr. Royston Hertfordshire SG8 0HF

t: 01223 608870

01223 874293

Cambridge Financial Advisers is authorised and regulated by the Financial Conduct Authority.

Registered in England and Wales 09317949. Registered address as above. The FCA does not regulate taxation advice.

**INVESTMENT CRITERIA**

We understand that there are no restrictions on investment types or markets in which you are prepared to invest. Any amendments to this statement are detailed in our recommendation letter. This will also detail your investment objectives.

**DOCUMENTS**

All investments will be registered in your name, or joint names if appropriate, unless you instruct us to do otherwise. All documents will be sent to you as soon as possible. If a number of documents relating to a series of transactions are expected, we will normally hold these until the series is complete, then forward them to you.

**RECORD KEEPING**

All clients’ records are treated as confidential. However, you or your agent may inspect these records at any time, although, if in so doing the confidentiality of another client could be breached, we will provide copies for you.

**MONEY HANDLING**

We never handle our clients’ money. We will never accept cheques or BACS payable to us on behalf of a provider.

**REMUNERATION AND CHARGES**

Our remuneration structure and the charges you may expect to pay are detailed in our other documentation, and will be agreed with you before we do business. We will also agree with you in advance whether our fees are to be paid directly by you, for example in the form of a cheque, or to us by the product provider, who will deduct an equivalent amount from your investment, as per an authorisation to do so signed by you.

**PROMOTIONS**

We may recommend financial products to you from time to time and by means of any normally accepted communications channels.

**UK MONEY LAUNDERING REGULATIONS**

We are obliged to conform to the UK Money Laundering Regulations 1993 followed by the Financial Services and Markets Act 2000. We also adhere to the guidance notes from the Joint Money Laundering Steering Group, which require financial institutions to verify the identity and place of residence of each investor. We will also request that you inform us how any monies being invested were obtained/accumulated. This process may require sight of certain documentation. If you provide false or inaccurate information and we suspect fraud or Money Laundering we will record this. Normally we will not forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay in investing where Money Laundering verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, they and any monies may be returned to you uninvested.

**DATA PROTECTION**

We are bound by the General Data Protection Regulations from 25th May 2018. On page 4 is our Privacy Statement relating to these regulations.

# CANCELLATION RIGHTS

Life and pension policies can generally be cancelled within a period of 30 days from receiving the contract terms, investment contracts within 14 days. In the case of the latter, if the fund values have fallen in the meanwhile, you will receive back only the lower value. Please be aware that not all investments (e.g. investment trusts) have cancellation rights.

# LIABILITY FOR LOSSES

# We are not liable to you for any losses suffered unless such losses are directly caused by our negligence or fraud, or for any losses arising from any cause beyond our reasonable control, and the effect of which is beyond our reasonable control to avoid, or any losses that are not reasonably foreseeable at the time you gave us an instruction.


# DELAYS

# We cannot be held responsible for the effect of any delays to our services due to events outside our reasonable control, although we will take reasonable steps to mitigate such effects. We may well need certain information from you to provide our services and cannot be held responsible for any losses if this information is not provided within a reasonable time of being asked for.CATEGORISATION

We have categorised you as a *retail client* according to the definition of the FCA. You may request a different categorisation, albeit this will afford you a lower level of protection.

# COMPLAINTS

If you wish to complain about us or our services, please contact Deborah Lovett, Compliance Department, Unit 8 Valley Court, Lower Road, Croydon, Nr Royston, Hertfordshire SG8 0HF Phone 01223 608870.

Our Complaint Handling Policy is available to you on request.

# LOCUM

If there should be a time when your advisor is absent for an extended period and unable to provide you with advice, please contact another member of the CFA Team Nigel Bolitho Mitchell House, 185 High Street, Cottenham CB24 8RX Phone 01954 251521.

COMPENSATION

Most deposits are covered by the Financial Service Compensation Scheme (FSCS). Exact amounts vary depending on circumstances and can change from time to time. More information can be found on the FSCS website www.fscs.org.uk

**PRIVACY STATEMENT**

This is a privacy statement of Cambridge Financial Advisers to recognise the requirements of the General Data Protection Regulations (GDPR) from 25th May 2018.

The following definitions are used:-.

* Data Subject - Any living and identifiable persons whose personal data is held by us.
* Data Controller – The person responsible for deciding how the data is handled.
* Personal Data - All data concerning a living and identifiable individual who can be identified from the information held by us.
* Processing - Any action that involves the deletion, disclosure, organisation, or obtaining, of the personal data.
* Sensitive (non-Standard) Data - Personal data that differs from standard data (name and address etc) and contains private and often highly confidential information regarding the data subject. This includes that relating to health and biometric data and is likely to be used when applying for life assurance, for example, and we will need your express consent to acquire this from you.

Third Party - Any persons, or organisation, other than the data subject or Data Controller.

Processes:-

* The lawful basis on which we will process your data is to fulfil the contract between us to provide you with financial advice and implement the purchase of financial products.
* The purpose of collecting information from you is to enable us to provide you with advice and information relating to your requirements.
* For the purpose of enabling us to fulfil our contract with you, it may be necessary for us to share some or all this information with third parties. These third parties may include product providers, and other professionals such as solicitors, secretarial staff, and compliance managers.
* If certain data becomes out-of-date and of no further value, we will delete it.
* If you require us to let you have a copy of the personal data we hold, please notify us in writing and we will send you this data by a means which is mutually convenient to us, e.g. electronically or on paper. There may be a small fee to pay for this service (max £10). We will send you the data you require within one month of the date we receive the fee.
* If you tell us that information we hold is incorrect we will correct it promptly.
* We will take steps to protect your personal data against loss or theft, as well as from unauthorised access, disclosure, copying, use or modification. We will retain your personal data for a period of at least 7 years from the end of the relationship to fulfil our record-keeping obligations and will not retain personal data longer than is necessary, unless there is a legal reason for extended retention.
* If you become the client of another firm instead of us, that firm will be responsible for processing your data from the date of change. We will retain a copy of your data accumulated prior to that date.
* It may be necessary for us to record telephone conversations or video calls. These may be used to evidence compliance with regulatory requirements or in the event of a dispute.

I / We acknowledge receipt of the above four pages of terms, conditions, and privacy statement. I / we accept them and request you to provide financial advice and product implementation when required and appropriate. I / we understand that this contract, which includes the Services and Costs Disclosure Document, and Fee Agreement, forms the entire agreement between us.

Signed: Date

Signed: Date