

This is our standard Client Agreement 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.

The provisions of the Client Agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you, us, or they are replaced by an updated Client Agreement.

▪ **Authorisation**

Harrington & Horne Financial Services Ltd (H&HFS) are authorised and regulated by the Financial Conduct Authority (FCA). Our registered number is 575251 and can be viewed on the FCA's financial services register at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

▪ **Our Services**

H&HFS are Independent Financial Advisers. We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market. We are permitted to arrange (bring about) deals in investments, non-investments insurance and regulated mortgage contracts. Investment types relate to: Life Assurance; Pensions; Collective Investment Schemes; Unit Trusts; Individual Savings Accounts and Deposit Based Investments.

▪ **Client Classification**

Unless we notify you in writing we will be treating you as a "retail client". The type of client category will determine level of protection afforded to you under the regulatory system. As a retail client the regulatory protections available to you will be the "highest available". Should you wish to be considered as a different category of customer you must inform us in writing and we will provide you with a new Client Agreement. Any loss of certain protections will be outlined in that new agreement.

▪ **Payment for Services**

You can select a preferred method of payment for our services as outlined in "About our Services and Costs" Key Facts document. You can pay for our services on the basis of a fee, adviser charge or a combination of both adviser charges and fees. We will discuss your payment options with you and answer any questions you may have. We will not charge you until we have agreed with you how we are to be paid.

▪ **Assessing Your Needs**

In order to advise you properly, we must obtain certain information from you about your financial and personal circumstances, to assess your suitability for particular products and services. We will identify your investment objectives, preference for risk taking, experience and knowledge in relation to financial transactions and determine if there are any restrictions you wish to place on the type of investments or policies you are willing to consider.

Your objectives will be set out and summarised within a personalised suitability letter, which will be issued to you as a result of your personal consultation. This document will explain the recommendations we have made.

Full details of the products we may recommend to you such as: the minimum duration of the product, Costs & Charges, Key Features Documents, information on the right to cancel and any other termination rights or penalties, will be covered in the relevant disclosure information that you will receive before conclusion of any contract

▪ **Communications**

We will enter into communication with you through whatever means are convenient to you including; face to face, telephone, email and other acceptable electronic communication methods. Communications and correspondence between you and the firm will be made in English unless otherwise agreed by your adviser.

We require our clients to confirm instructions in writing to avoid possible disputes, prior to any action being undertaken.

With regard to investments which we have arranged for you, these will be reviewed upon your request or as agreed as part of our ongoing service provision.

We do not operate or offer any discretionary fund management on behalf of our clients, regardless of market conditions or sentiments.

We will make arrangement for all your investments to be registered in your name unless you instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practical if these documents are sent to us.

On occasions it may be necessary to conduct our business without any personal contact. We will advise you if this requires the creation of a distance contract between us. In this contract you will be provided with additional information as required by the Distance Marketing Directive.

▪ **Anti-Money Laundering Verification Checks**

Under Anti-Money Laundering Regulations, we are required to obtain sufficient evidence to verify the identity and address for all parties to each transaction before we can act on your behalf or process an application. To do this we may complete electronic checks using data from a third party, such as a credit reference agency. We may also ask you to provide further documents to confirm your identity and address. We reserve the right to delay an application until sufficient verification evidence has been provided. Records of the checks undertaken will be retained on file.

▪ **Conflicts of Interest**

We offer independent financial advice, but occasions can arise where we, or one of our other clients, will have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests of those of one of our other clients, conflict with your interests, we will inform you in writing and ask for your consent before we carry out your instructions, and we will detail the steps we will take to ensure fair treatment.

▪ **Complaints**

If you should have any complaint about the advice you receive or any product which you may have bought through us, please write to Harrington & Horne Financial Services Ltd, 31 Southdown Avenue, London W7 2AG. If following subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

▪ **Investors Compensation Scheme**

If you make a valid claim against Harrington & Horne Financial Services Ltd in respect of the investments or mortgage we arrange for you, and we are unable to meet our liability in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). Further FSCS compensation details can be found in our document 'About our services and costs' which accompanies this client agreement.

▪ **Professional Indemnity**

We maintain professional indemnity insurance to provide financial compensation to you should we be professionally negligent in the advice we give or the way we handle your affairs.

▪ **Clients Risk**

Specific warnings relevant to our recommendations will be confirmed to you in our suitability letter. However, you are advised that because investments can fall as well as rise you may not get back the full amount invested. Past performance is not necessarily a guide to future investment performance. The value of an investment and the income from them can fall as well as rise as a result of market and currency fluctuations and you may not get back the amount originally invested.

Tax assumptions are subject to statutory change and the value of tax relief (if any) will depend upon your individual circumstances. We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified Accountant.

▪ **Your Responsibilities**

All answers on proposal forms or any other document or statement made are your responsibility. You are responsible for complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy, or at renewal, but it also applies throughout the life of the policy. If you fail to disclose any material information to the insurance company, this could invalidate the policy and mean that claims may not be paid. You should check all details on any proposal form or statement of facts and pay particular attention to any declaration you may be asked to sign.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You should inform us immediately of any changes in circumstance that may affect the services provided by us or the cover provided by your policy. You are strongly advised to retain copies of all correspondence that you send us for your own protection.

▪ **Client Money**

Harrington & Horne Financial Services Ltd does not handle client money. We never accept a cheque made out to us unless it is in settlement of charges or disbursements for which we have sent you an invoice.

▪ **Data Protection and Direct Marketing Information**

Information provided by you maybe held, processed, disclosed and used by ourselves for the purpose of providing advice, administration and management. It may be used and disclosed, both manually and electronically to any other associated company, product provider, the FCA or any other statutory governmental or regulatory body.

You may be assured that we and any other company associated with us, will treat all personal data as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

We may analyse your data to service, update you and to provide you with information of new financial opportunities. If at any time you wish us, or any company associated with us, to cease processing your personal data or contacting you for marketing purposes, please write to us. Our Privacy Statement outlines what, how and why we use your data, your rights and is available upon request and on our website.

▪ **Record Keeping**

We will account to you for transactions effected on your behalf by means of a contract note or by providing policy documents or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our books or computerised records relating to your transactions.

▪ **Termination of this Agreement**

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 will take effect from the date of receipt. Termination is without prejudice to any transaction already initiated, which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transaction or works conducted prior to the termination of the agreement.

▪ **Mortgage Checklist**

Where advice or recommendation upon mortgages has been provided, you have been provided with information and explanations of the following:

- The main repayment methods to consider
- For Interest Only mortgages: the various product types for repaying your mortgage; the consequences of failing to make sure you have suitable repayment arrangements in place; your responsibility to ensure that you keep a suitable repayment product in place throughout the life of the mortgage
- The different types of products and interest rate arrangements to meet your needs
- The consequences of early repayment of this or your current mortgage e.g. early repayment charges, repayment of a Cashback, early surrender of an investment product
- An illustration of future potential repayments at the end of a discounted, capped or fixed interest period
- Itemised costs and fees that you will have to pay
- The implication of adding fees and costs to the loan and consolidating debts
- Whether the mortgage terms can be transferred to another property if you move home
- The importance of Mortgage Payment Protection Insurance
- Whether any insurances are a condition of the mortgage
- Your responsibility to ensure that all necessary forms of insurance relating to the property and mortgage are kept in place
- Where High Percentage Lending Fees apply – the cost to you, the implications and your personal liability
- When your customer account details may be passed to a credit reference agency

Client Acknowledgment and Consent.

- **I understand and consent to the above terms.**
- **I confirm that I have received the key facts document ‘About our services and costs’.**
- **I agree that this agreement will come into effect from the date of issue.**

Date of Issue _____

Client Name(s) _____

Client Signatures(s) _____

Date of Signature(s) _____

CA04.10.18