

Client Agreement

Client Name: _____

Commencement

The following terms will come into force with immediate effect.

Our Services

We will act on your behalf for the purposes of arranging and advising on pure protection, investments, pensions and mortgages. We offer advice on an **independent** basis. As such our advice will encompass the whole of the market and the complete spectrum of regulated financial products.

Under the terms of Financial Conduct Authority ("FCA") regulation, we will classify you as a Retail Client for Investment Business and will act in your best interests at all times. As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product. Such a request must be made in writing and we will consider any requests received on a case by case basis against the criteria set out in FCA rules. We will inform you of the FCA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client you must keep us informed of any change in your circumstances that could affect your classification.

We may also advise on products and services which are not regulated by the FCA. We will tell you where this is the case.

Whichers IFA Ltd FCA No 927125 are an Appointed Representative of Shipman Financial Planning which is authorised and regulated by the Financial Conduct Authority FCA No 513289. Shipman Financial Planning Limited. Registered address Ground Floor, Eagle House, 1 Babbage Way, Exeter Science Park, Exeter, Devon, England, EX5 2FN.

Shipman Financial Planning Limited is a wholly owned subsidiary of The Shipman Group Limited.

How we charge you for our services

We will tell you about the cost of our investment advice before carrying out any chargeable work.

You have the option to pay for our insurance and mortgage services by way of a fee, in which case the method of calculation will be agreed with you before we carry out any chargeable work. Alternatively we may be paid commission on a product we arrange. We will tell you how much commission we receive.

We will provide you with further details about the cost of our services separately.

We will tell you if you have to pay VAT. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If we arrange for you a contract from which we receive initial commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the right to recover from you an amount equal to the amount we have had to refund without the need for a separate fee agreement. The amount recoverable and the timeframe over which it is recoverable are dependent on the product chosen. Further details of the amount and timeframe will be notified to you prior to the conclusion of the contract in the Suitability Report we will send you. This will not apply where you exercise your statutory right to cancel the contract.

If we receive any other form of benefit in connection with our services to you we will disclose this to you.

Your Protection

We prefer instructions to be in writing. If instructions are given orally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

We will normally register all products and/or investments in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests, or those of another client, conflict with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit as you should understand any risks before making an investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others, however if you wish to make a complaint, please write to:

The Compliance Manager, Shipman Financial Planning Ltd, Ground Floor, Eagle House, 1 Babbage Way, Exeter Science Park, Exeter, Devon, England, EX5 2FN; telephone 01392 278491

Our written complaints procedure is available upon request. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk.

If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Advising on and arranging deposits, is covered up to a maximum limit of £85,000.

Advising on and arranging investments, is covered up to a maximum limit of £50,000 per person.

Advising on and arranging non-compulsory classes of insurance, is covered for 90% of the claim, without any upper limit.

Advising and arranging on mortgages, home purchase and equity release is covered up to a maximum limit of £50,000.

Further information about the FSCS is available from their website www.fscs.org.uk.

Material Interests

We are not connected to any product provider, but occasions can arise where we, or one of our other clients, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly.

Termination

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred up to the date of termination or a due proportion of any fees previously agreed.

Rights of third parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English Law and the parties to this agreement hereby submit to the exclusive jurisdiction of the English Courts.

Verification of Your Identity

We are required by law to verify your identity and address before transacting any business with you. We are also required to maintain up to date identification for all our clients. This means we may require additional identification from time to time, even for those who have been clients of Shipman Financial Planning Ltd for some time.

We will carry out a secure electronic search to initially verify your identity / address, and to complete the necessary Anti Money Laundering checks as required by the regulations.

We confirm your agreement for us to proceed with this process for verification of your identity by the signature on this document.

If we are unable to verify your identity through an electronic search, we may need to request that you provide additional documents to verify your identity / address.

Commencement

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.**

This Client Agreement will come into effect from the date of my/our signature below. I/we acknowledge receipt of this Client Agreement and the Services & Costs Disclosure Document provided separately.

Signed: Name: Dated:

Signed: Name: Dated:

Adviser signature: Dated: