



113 Station Road, Countesthorpe, Leicestershire LE8 5TD

0116 243 0307 / 07806 792677

## Client agreement - Investment and Protection (Terms and Conditions)

**If you would like this document in larger print or in another format, please contact us.**

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 agreement (what we do and how we charge)** 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:** 0116 243 0307
- **Email:** [info@pensionfreedom.co.uk](mailto:info@pensionfreedom.co.uk)
- **Website:** [www.pensionfreedom.co.uk](http://www.pensionfreedom.co.uk)
- **In writing:** Chris Smith (Director), 113 Station Road, Countesthorpe, Leicester, LE8 5TD

This agreement sets out our respective obligations and should be read in conjunction with the information in our **client agreement (what we do and how we charge)** which has also been provided to you.

**Useful information about our services** includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in Services agreed on page 12.

## 1. Our obligations

### 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.

- 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. Before setting up this type of arrangement we'll explain the implications to you.

## 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.

## Best execution

- Where we send investment applications on your behalf to third parties (for example 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.

## 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.

## Protecting personal information

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our

services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

## Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message, WhatsApp, Microsoft Teams, Zoom, Facetime 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.

## 2. Your obligations

This section sets out your obligations in agreeing to receive our services.

### 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.

### Payment for services

- By signing this agreement, you are agreeing to pay the charges for our services as set out in Services agreed. Your selected payment method is also confirmed in section 5. 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.
- If you are paying our **initial charges** by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment or cancel the contract from where the payments are coming from, this cancels the credit and you then need payment to be made in full.
- 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. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.
- Any products we have arranged for you will only be kept under review as part of an ongoing service for which 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 deducted monthly in arrears from the date invested. Our charge is typically 1% of the funds under management. Please note that our charges will increase as the value of your investment funds increases. This charge reflects any changes in the value of the investment and is calculated each month depending on the current value of the funds under management.

- **Ongoing** services can be cancelled at any time by informing us in writing (see Cancellation and amendments in section 3) 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.

### Legal and 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.

## 3. Cancellation and amendments

### Ending this agreement

- 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. 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.

### Amendments

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.

### Product cancellation rights

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.

## 4. Useful information about our services

### Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 607464
- Our permitted business is advising on and arranging pensions, savings and investment products, and non-investment insurance contracts.
- You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

- Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

### What if things go wrong?

- 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:** 0116 243 0307
  - **Email:** [info@pensionfreedom.co.uk](mailto:info@pensionfreedom.co.uk)
  - **In writing:** Chris Smith (Director), 113 Station Road, Countesthorpe, Leicester, LE8 5TD
- 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](http://www.financial-ombudsman.org.uk).

### Additional peace of mind

- 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 related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm
  - **Insurance** - in the majority of cases, eligible claims related to advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit
- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### 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 (for example product providers) as this would conflict with our independent status
- From time to time we may attend training events funded and / or delivered by product providers, fund managers and investment platforms. These events 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.

## Services agreed

Initial service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
<b>Financial and Retirement Planning &amp; One Off Advice Services:</b> Agreeing your financial goals and objectives Establishing your attitude to and understanding of risks Reviewing your current plans, investment and assets Undertaking research to identify appropriate plans and solutions Assessing the potential impact of key events on your plans Providing a personalised report and recommendations A face to face meeting to discuss our recommendations Implementation of agreed recommendations		Total amount payable by client: How this has been calculated: Fees will be taken (when): Fees will be taken (how):	
Advice related to protection planning		Pay by commission	Y / N
		Total agreed fee to be paid directly by you (if applicable)	£

Ongoing Services	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
<b>Ongoing Review Service:</b> Our ongoing annual review service is designed to make sure that your investment portfolio stays on track to meet your financial goals. This service includes: An annual face to face or telephone meeting (your choice) with your adviser A review of your financial goals and objectives An up to date valuation of your current investments A review of how your investments are invested		Total amount payable by client: How this has been calculated: Fees will be taken (when): <b>Pro-rata Monthly</b> Fees will be taken (how): <b>From Plan</b>	

Assessing the potential impact of key events on your plans (cash flow modelling) Implementation of agreed changes A report setting out the results of the review and confirming any changes made Access to our client team who will respond and deal with ad hoc queries		
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## 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	

Client name(s)	
Client signature(s)	
Date	

### Signed on behalf of Pension Freedom (UK) Limited

Adviser name	
Adviser signature	
Date	



## Privacy Notice and Consent Request

### What information do we collect about you?

We collect information about you when you engage us for financial planning / financial advice / investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

### Information about connected individuals

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.

### Why do we need to collect and use your personal data?

We must have a lawful basis to process your personal data. Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

#### **We have a contractual obligation**

This is the primary legal basis that we intend to use for processing your data. The personal information that we collect about you is essential for us to be able to effectively carry out the services that we have agreed to deliver to you.

#### **We have a legal obligation**

Sometimes, collecting personal data is needed to meet our legal and regulatory obligations. For example, UK anti money laundering legislation may require us to collect personal information to verify your identity.

#### **We will obtain your consent**

Special category data, such as that relating to health matters, is often required to provide our services. When this is required, we will obtain your explicit consent to collect and process this information.

From time to time, we may wish to contact you to offer additional products or services which may be of interest to you. To do this, we will obtain your consent.

You may withdraw your consent at any time by notifying us at our main business address.

#### **We have a legitimate interest**

We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints, and meeting our Professional Indemnity Insurer's expectations.

### How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

## Who might we share your information with?

*If you agree*, we may email you about other products or services that we think may be of interest to you.

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

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they'll only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit. Methods used to enhance the security of data during transfer includes the use of passwords and encryption of data.

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.

## How long do we keep hold of your information?

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're 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
- Indefinitely for pension transfers and opt-out business
- 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 not keep your personal data for longer than 20 years after our relationship with you has ended.

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.

## How can I access the information you hold about me?

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 the contact details noted below.

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.

## Marketing

We'd like to send you information about our products and services which may be of interest to you. If you've agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

## What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

## Changes to our privacy policy

We keep our privacy policy under regular review and we will inform you of any changes when they occur. This privacy policy was last updated on 04/11/2024.

## How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you: by email at [info@pensionfreedom.co.uk](mailto:info@pensionfreedom.co.uk)

Or write to us at: 113 Station Road, Countesthorpe, Leicester, LE8 5TD

## Consent

We have provided you with a copy of our Privacy Notice which provides information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

### Sensitive personal data

As explained in our Privacy Notice there are certain categories of personal data that are sensitive by nature. These 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. 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 Pension Freedom (UK) Limited.

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

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	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	Text Message	<input type="checkbox"/>	Post	<input type="checkbox"/>
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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.

## Clauses – Agent as Client

We may, where appropriate, recommend you place some, or all, of your investments with a Discretionary Investment Manager (DIM). In this scenario, the DIM will manage a portfolio of your investments (model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DIM.

Where we make such a recommendation, we will confirm the respective responsibilities of us as your adviser and agent, you as the Investor, and the DIM, in writing to you. Our relationship with you is that we will act as your agent, at least insofar as it means that you give us your authority to act on your behalf in relation to the DIM. Where we recommend you use a DIM, we will be acting as your agent and will use all reasonable steps to discharge our responsibilities to you with care and due diligence. We will undertake appropriate due diligence on the DIM and ensure that the services provided by the DIM meet your investment objectives and risk profile.

The DIM that we use operates on an 'Agent as Client' basis. This means that the DIM will treat us – acting as your agent - as their regulatory client. We become the client of the DIM on your behalf. There is no direct written contract between you and the DIM. Depending on the services they provide, the DIM might not even know your identity. This type of arrangement is different from an arrangement whereby you have a direct relationship with the DIM. All communication in relation to the discretionary investment management service will be between the DIM and us acting as your agent. There will normally be no direct communication between you and the DIM. You should be aware that with this type of arrangement, you may lose some protections afforded to investors (retail clients) who have a direct relationship with the DIM. The DIM will treat us as their client, not you. Typically, they will classify us as a Professional Client. The consequences for you of us being categorised as a professional client are set in Appendix 1.

## Authority and Consent

### **Please read this carefully**

We need your explicit authority and consent to enter into this type of arrangement with a DIM on your behalf. In signing this agreement, you confirm your consent.

I confirm Pension Freedom (UK) Limited is authorised by me to act as my agent and on my behalf in selecting a discretionary investment management service. I authorise Pension Freedom (UK) Limited to enter into discretionary investment management agreements as agent on my behalf and create a binding legal relationship between me and the relevant DIM. For these purposes, I authorise Pension Freedom (UK) Limited, acting on my behalf, to sign any documents, and take any further steps, that are required to form or administer discretionary investment management agreements of the type described in this Agreement.

Under these discretionary investment management agreements, Pension Freedom (UK) Limited will instruct the relevant DIM to exercise discretion and decide the manner in which my portfolio is invested, based on the investment risk profile / investment policy / strategy selected by Pension Freedom (UK) Limited acting on my behalf.

Although each discretionary investment management agreement will create a legal relationship between me and the relevant DIM, I understand that the DIM will be entitled to treat Pension Freedom (UK) Limited, rather than me, as the DIM's client. This may affect the legal and regulatory rights I would otherwise have in respect of the way in which the DIM manages my portfolio, as more fully described in Appendix 1 of this Agreement. In particular, I understand that this may mean that neither I am, nor Pension Freedom (UK) Limited acting on my behalf is, able to complain to the Financial Ombudsman Service with a complaint against the DIM.

### **The adviser will:**

#### Our DIM selection

We shall ensure we have conducted sufficient research and due diligence on the discretionary investment manager that we select to provide the discretionary investment management service.

#### Know Your Client (KYC) and Suitability

We shall assess your circumstances and financial planning objectives, knowledge and experience to ensure that a discretionary investment management service is appropriate. We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend are suitable such that you are able financially to bear the investment risks and have the necessary experience and knowledge in order to understand the risks involved in the management of the investments.

#### On-going suitability of the discretionary investment management service and model portfolio

We shall ensure that the discretionary investment management service and the investment policy or investment strategy of the model portfolios we recommend remain suitable for your investment objectives and attitude to risk on at least an annual basis.

#### On-going monitoring of our selection and the discretionary investment management service

We shall monitor the performance of the discretionary investment management service to ensure the on-going appropriateness of our selection for your overall financial planning and investment objectives.

Reporting

You will be provided with access an online portal and can view reports uploaded to it by the discretionary investment manager.

Fees and charges

We shall be responsible for notifying you of the fees and charges of the discretionary investment management service we select for you.

Tax

We shall be responsible for providing advice to you on the tax implications of the discretionary investment management service.

**The discretionary investment manager will:**

- Manage your investments in accordance with the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.
- Ensure its decisions to trade and all transactions are consistent with the terms of the investment policy, investment strategy and investment mandate of the model portfolios we have selected for you.

**The discretionary investment manager will NOT:**

- Provide you with financial planning or tax advice or assess your suitability for their investment management service.

**Consent**

- 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

Client name(s)	
Client signature(s)	
Date	

**Signed on behalf of Pension Freedom (UK) Limited**

Adviser name	
Adviser signature	
Date	

## Appendix 1

### Consequences of categorisation as a professional client

#### 1. Information

Regulatory consequences of categorisation as a professional client	Our response
a) Communication with clients	
A firm must ensure that its communications with all clients are fair, clear and not misleading. The way in which a firm may communicate with professional clients (about itself, its services and products, and its remuneration) may be different from the way in which the firm communicates with retail clients. A firm's obligations in respect of the level of detail, medium and timing of the provision of information are different depending on whether the client is a retail or professional client.	Although the DIM may treat us as a Professional Client, we will treat you, our investor, as a retail client. We will ensure that the risks of any Discretionary Investment Management Service we select is explained to you clearly and the risks are clearly disclosed.
b) Information on costs and charges	
A firm must provide clients with information on costs and associated charges. The information provided may not be as comprehensive for professional clients as it must be for retail clients.	<p>We will provide you with clear information on the costs and charges of any services we provide you as well as the costs and charges involved in any DIM Service we may select.</p> <p>Under the regulatory system, we are obliged to provide you aggregated costs and charges disclosure on an annual basis. This will include all the costs and charges of investments that we have arranged for you or recommended. The costs and charges of the DIM would be included in this disclosure.</p>
c) Disclosure of risks	
A firm is entitled to assume that a Professional Client has the requisite knowledge and experience to understand the risks involved in investing.	Although the DIM may treat us as a Professional Client, we will treat you, our investor, as a retail client. We will ensure that we assess your knowledge and experience in the investment field relevant to the specific type of investment or service we may recommend. We will also ensure that the risks of any DIM service we recommend are explained to you clearly.



## 2. Suitability and appropriateness

Regulatory consequences of categorisation as a professional client	Our response
<p>If a firm makes a personal recommendation or manages investments for a client, it is required to obtain and consider the following information in relation to the client:</p> <ul style="list-style-type: none"> <li>• The client's knowledge and experience in the investment field relevant to the specific type of investment or service</li> <li>• The financial situation of the client, and</li> <li>• The client's investment objectives</li> </ul> <p>However, when making a personal recommendation or managing investments to or on behalf of a professional client, a firm is entitled to assume that, in relation to the products, transactions and services for which the professional client is so classified, the client has the necessary level of experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio. This assumption cannot be made for a retail client and firms must assess this information separately.</p>	<p>We will treat you, our Investor, as a retail client. Under the regulatory system we are required to obtain and consider the following information in relation to you.</p> <ul style="list-style-type: none"> <li>• Your knowledge and experience in the investment field relevant to the specific type of investment or service</li> <li>• Your financial situation, and</li> <li>• Your investment objectives</li> </ul> <p>Where we recommend You use the services of a DIM, we will ensure that the services of the DIM are suitable for you at outset and on an ongoing basis.</p>

## 3. Client money

Regulatory consequences of categorisation as a professional client	Our response
<p>The definition of 'client' in the Client Assets Sourcebook (CASS) includes 'if a person ('C1'), with or for whom the firm is conducting or intends to conduct designated investment business, is acting as agent for another person ('C2'), either C1 or C2 in accordance with the rule on agent as client COBS 2.4.3 R'. Therefore, in the absence of agreement to the contrary, the client would be the adviser and a per se professional client.</p> <p>A firm can obtain written acknowledgement from a professional client to confirm that their money is not subject to the client money rules (CASS 7.10.9 – 10). If a professional client opts-out, its money will not be segregated from the money of the firm and used by the firm in the course of its own business, and the professional client will rank only as a general creditor of the firm.</p>	<p>Although the professional client opt-out is available, we will not be agreeing to the opt-out and will request our money is treated as client money in accordance with the client money rules.</p>

#### 4. Financial Ombudsman Service (FOS)

Regulatory consequences of categorisation as a professional client	Our response
<p>The FOS handles complaints about investments and resolves disputes for free between financial services companies and their customers without having to go to court.</p> <p>The services of the Financial Ombudsman Service in the UK may not be available to professional clients, unless they are, for example, consumers, small businesses or individuals acting outside their trade, business, craft or profession. Given that we will be classified as a professional client and our trade is financial services, we may not be able to take a complaint on your behalf to the FOS.</p> <p>Given that you have no direct contractual relationship with the DIM you may not be able to take your complaint to the FOS.</p>	<p>You will be able to approach the FOS with any complaint with respect to our Services. We operate our own complaints procedure, a copy of which is available on request.</p> <p>Should you wish to make a complaint about the DIM we recommend you would need to complain to us in the first instance. It is possible that no direct complaint can be made against the DIM as you are not their client.</p>

#### 5. Financial Services Compensation Scheme (FSCS)

Regulatory consequences of categorisation as a professional client	Our response
<p>The FSCS exists to protect customers of financial services firms that have failed.</p> <p>If a company you have been dealing with has failed and cannot pay claims against it, the FSCS can step in to pay compensation.</p> <p>We are a member of the UK Financial Services Compensation Scheme. You may be entitled to claim compensation from the FSCS if we cannot meet our obligations to you. This will depend on the circumstances of the claim.</p>	<p>Any DIM, platform or custodian that we select will also be a member of the FSCS and your money should be protected.</p> <p>COMP 5.5.1 confirms that 'protected investment business' includes: 'designated investment business carried on by the relevant person with, or for the benefit of, the claimant (so long as that claimant has a claim), or as agent on the claimant's behalf'.</p> <p>COMP 12A.2.2 states: 'If a claimant has a claim as agent for one or more principals, the FSCS must treat the principal or principals as having the claim, not the claimant'.</p> <p>As a result you may be able to seek redress from the FSCS in relation to the failing of any regulated entity involved in the provision of the services. However, it is always fact specific and we cannot offer any guarantees on this.</p>