LOUGHTONS
INDEPENDENT FINANCIAL ADVISERS

Client Agreement

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives, and obtaining relevant information from you to enable us to then proceed to making a recommendation to meet your objectives. We will also discuss with you the options for payment (see separate section).

JPRS (South West) Limited trading as Loughtons Independent Financial Advisers is regulated by the Financial Conduct Authority: please feel free to check the Financial Services Register – our Number is 525567 – which you can access at https://register.fca.org.uk or by telephoning 0300 500 0597.

If you have a question or concern about any aspect of our services, please contact us at:

- Telephone: 01626 833225
- Email: admin@loughtons.co.uk
- Website: www.loughtons.co.uk
- In writing: Loughtons Independent Financial Advisers
  Town Hall House, Bovey Tracey, Devon, TQ13 9EQ

Independence:
We are independent for Investment 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 you the opportunity of paying by fee directly yourself or via Adviser Charging through the product provider recommended (please refer to separate details on our charging structures).

Our permitted business also includes advising on and arranging non-investment insurance contracts and mortgages. 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 the advice and assistance in implementing any recommendation provided by Loughtons IFA only. We do not include custodian fees or 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 any fee is charged, however as the intent is intermediation, it is unlikely that VAT will be chargeable.

For Investment and Pension advice, please refer to the accompanying 'Investments and Pensions - How we charge' which outlines our charges**.**

For Mortgage and Protection advice, please refer to the accompanying 'Mortgage Equity Release and Protection – How we charge' which outlines our charges.

Client Classification:
As a client of Loughtons IFA 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 are committed to complying with the FCA Consumer Duty and delivering good outcomes for our clients. This includes ensuring that our advice remains suitable, our communications are clear and understandable, our services provide fair value and that clients receive appropriate ongoing support throughout their relationship with us.

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.

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 a number of 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 clients 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 to you will be on the basis of 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 if you do not wish us to obtain up to date information from the scheme each time we update the financial plan/cashflow forecast.

However, if you prefer we are able to obtain from each scheme up to date details of your benefits accrued in order to update your financial plan / cashflow forecast.

Please note that we do not conduct any transaction on an insistent client basis.

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. Since any investments which we have arranged for you will continue to be managed and reviewed, the firm will continue to receive the agreed adviser charges, until the executors of the estate advise us otherwise.

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 level of service that you agree to. Please refer to our separate 'engagement letters' that we provide for you which details the levels of service that we agree. 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 as a result of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

Refund of Fees:
We are committed to providing services that represent fair value and good outcomes for our clients. Fees paid for advice and implementation services are generally non-refundable once the agreed work has been completed.

However, we will consider full or partial refunds in circumstances including:

- where we have not delivered the agreed service;
- where a material administrative error by us has occurred;
- where a charge by us has been applied incorrectly;
- where we determine that a refund would be appropriate in order to achieve a fair client outcome.

Where a client chooses to stop the advice process after work has commenced but before completion, we reserve the right to retain fees reflecting the work already undertaken. In these circumstances, any refund will be assessed on a fair and reasonable basis taking account of:

- the stage reached in the advice process;
- work already completed;
- third-party costs incurred;
- any charges disclosed and agreed in advance.

Any requests for a refund should be made in writing and will be reviewed by a Director of the firm. This policy does not affect any legal or regulatory rights available to clients.

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; Loughtons IFA, Town Hall House, Bovey Tracey, Devon, TQ13 9EQ. Telephone: 01626 833225.

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 £120,000 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 at www.fscs.org.uk. 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. In order 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 in order 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 as a result 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 do not include advice on investments relating to or executing transactions in units in unregulated collective investment schemes. This is because 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.

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
- Were 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.

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.

This is our standard agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing the declaration that that we will issue to you separately. If you do not understand any point, please ask for further information.