

## DIRECT OFFER CLIENT AGREEMENT FOR CHESTER ROSE FINANCIAL PLANNING LIMITED

### REGULATORY STATUS

Chester Rose Financial Planning Limited is authorised and regulated by the Financial Conduct Authority.

Chester Rose Financial Planning Limited is entered on the Financial Services Register <https://register.fca.org.uk/> under reference: 726620.

Registered Address: 53 Bartholomew Street, Newbury, Berks. RG14 5QA, UNITED KINGDOM.

### DIRECT OFFER BUSINESS

This client agreement is part of an information pack that we have provided to you and which contains information about the product including a letter from us.

The information that you have been provided with, within this pack, contains information about the product so that you can decide if it is suitable for you. We have not provided any advice or assessed the suitability of this product to your individual circumstances.

The only service we provide under this client agreement is helping with the administrative arrangements for you to obtain the product you have chosen.

If you decide that the product is suitable for you and you want to apply for the product we will, on your instructions, make contact with the product provider to effect the administrative arrangements for you to obtain the product from the product provider.

This client agreement relates to the arrangement of this particular product only. It covers no other existing or further services we may provide you at different times. Any other services we already provide or agree to provide in future, including the provision of advice, is or will be subject to a separate client agreement.

If you are unsure whether this product is suitable for you and would like advice please contact us for information about our advice service, which is governed by a different client agreement.

### INVESTMENT SERVICES

Chester Rose Financial Planning Limited is permitted to advise on and arrange (bring about) deals in investments.

With regards to investments which we arrange for you under this agreement, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Chester Rose Financial Planning Limited **does not handle clients' money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice). If you do send us money this may delay your transaction as we may have to return this money to you.

## CLIENT CATEGORISATION

In providing services to you, we will categorise you as a 'retail client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'retail client' the regulatory protections available to you are determined by this category and will be "the highest available".

Where we have categorised you other than as a 'retail client', you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

Further information in respect of the Financial Ombudsman Service is available on their website at the address below:

<http://www.financial-ombudsman.org.uk/>

## CAPTURING YOUR NEEDS

We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective it is important that you are open and frank with us and provide us with all of the necessary information that we will need to deliver a service that reflects your needs. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us to identify any specific needs regarding the methods by which we deliver our services to you. This may include additional ways of communication to those that we usually use as set out in the next section entitled "means of communication". For example, if you need information in large font due to sight difficulties, we can provide you with that.

Further information on how we collect and use your personal data is set out in the separate Data Privacy Notice that we have issued to you.

## CONFLICTS OF INTEREST

Occasions may arise where we or one of our clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure your fair treatment.

We will take all appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firms' conflict of interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where

relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.

## **TERMINATION OF AUTHORITY**

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 transactions already initiated, which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

## **RIGHT TO WITHDRAW**

In the case of packaged investment products – such as a group personal pension, a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## **CLIENTS RISK**

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 a guide to future performance. Full details of the risk factors associated with the product we have arranged for you are contained in the product literature which you will be supplied with as part of our service to you under this client agreement.

## **HOW WE CHARGE YOU FOR OUR SERVICES**

Our income could come either from payments, commonly called 'commission', from companies we arrange business with, or, in some cases, we may be paid a fee by another party.

The amount of commission we will receive is explained within the information pack in which this client agreement is included.

We can accept fees in place of commission for arranging business for you. Please contact us if you want to discuss this.

## **Information about other costs and associated charges**

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## **ACCOUNTING TO YOU**

When we arrange investments for you we will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will

forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## **BEST EXECUTION POLICY**

It is in the interests of our clients and Chester Rose Financial Planning Limited that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

## **MEANS OF COMMUNICATION**

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods. This information will be provided free of charge.

Our communications will be in English, both in respect of oral and written communications.

You may at any time choose to request information in paper and free of charge that has previously been provided to you by means other than paper. For example, where a communication was originally sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.

You may at any time choose to request information in paper and free of charge that has previously been provided to you by means other than paper. For example, where a communication was originally sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.

## **RECORDS OF COMMUNICATIONS**

We are required by our Regulators (the FCA) to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments.

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, email, SMS, business to business devices,

chat, instant messaging and mobile device applications.

## **WHAT TO DO IF YOU HAVE A COMPLAINT**

If you wish to register a complaint, please contact us:

- In writing: Write to Mr Mark Scudder, Chester Rose Financial Planning Limited, 53 Bartholomew Street, Newbury, RG14 5QA
- By phone: Telephone 01635 48727

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we or the providers with whom we arrange business cannot meet obligations. This depends on the type of business and the circumstances of the claim.

### Investments

Most types of investment business are covered up to a maximum limit of £85,000.

Investment based insurance/long term insurance provision e.g. pensions and investment bonds.

The maximum level of compensation for claims against providers declared in default on or after the 3<sup>rd</sup> July 2015 is 100% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS, [www.fscs.org.uk](http://www.fscs.org.uk)

## **DATA PROTECTION**

Please refer to the separate Data Protection Statement that we have issued to you that sets out how we collect and use data about you or see the link below.

<https://www.chesterrose.co.uk/policy-page>

## **CLIENT'S CONSENT**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date you receive this document.