

Whitechurch

Financial Consultants

A Division of Whitechurch Securities Ltd

Service, Costs & Client Agreement



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**Qualified
Member**
Personal
Finance
Society

Welcome To Whitechurch Financial Consultants

The Financial Conduct Authority requires that certain information be provided to clients prior to business being transacted so that the relationship between each client and the firm is clearly stated and understood. In this brochure you will find information on:

- Our Philosophy and Client Charter
- Our Core Services
- Key Facts
- Core Service Charges
- Client Agreement
- Privacy Notice
- Your Acknowledgement

Introduction

Whitechurch Financial Consultants is a firm of Chartered Financial Planners, first established in 1982. We are passionate about helping people who are serious about enhancing their wealth, improving their standard of living and creating a secure long term financial future for themselves and their families.

Our team of experienced, highly qualified advisers deliver a comprehensive wealth management service, built on individually tailored financial planning advice. They also work closely with the award winning Whitechurch investment management team to create investment portfolios for clients.

Our ethos underpins our Chartered status which requires us to meet rigorous professionalism and capability criteria and adhere to the Chartered Insurance Institute's Code of Ethics.

"My adviser guided me through the pension advice that is a minefield! Thanks to him I can move forward with confidence."

Mr N Mathewson, Weston-Super-Mare

"Understanding options/risk is not easy for layman to get to grips with but my advisor did a good job." **Mr I Carter, Wiltshire**

Our Philosophy

We hold the **CII Chartered Status**, which reflects our commitment to professionalism, high capability and ethics. We deliver our breadth of services through experienced and highly qualified Financial Advisers; meticulous Paraplanners and supportive Client Services teams.

We believe the achievement of long-term financial security requires careful planning and an holistic approach – whether it's for wealth management or retirement planning; long term care provision or passing wealth on to the next generation.

We are passionate about helping people who are serious about enhancing their wealth, improving their standard of living and creating a secure long term financial future for themselves and their families.

Our Chartered Status reinforces our ethos – which is to always maintain the highest levels of service. In practice, this translates into our **Client Charter** - the framework of how we support clients with their financial affairs.

Our Client Charter



Professionalism

Our principal mission is to deliver a First Class service, tailored to our clients' needs. We understand that being the best requires continual improvement. We regularly update our skills and technical knowledge, and refine our research and due diligence to ensure our clients always benefit from relevant, quality-driven advice.



Consistency

We will provide a consistently professional and friendly service, through working as a team to agreed principles, service levels and behaviours.



Partnership

We believe that we have no right to advise clients about their money until we fully understand what they're trying to achieve. Because we empathise, we can work in close partnership with clients to ensure their needs are met and maintained; and they are kept fully informed with key developments.



Simplicity

We are committed to providing responsive and transparent services to our clients. We will do our best to avoid jargon, and will explain things in an easy to understand manner.



Fairness

We will always put our clients' best interests first; treat them fairly; and be open and honest in all our dealings.



Supportive

We will always be friendly and helpful; and be mindful of issues that could affect our clients' experiences. For instance, we will address enquiries promptly and remove barriers so that clients can cancel services without incurring unfair penalties.

Our Core Services

Streamlined

Basic, focused, initial advice and ongoing, unlimited access to an adviser via a Help Desk.

Our Streamlined service is designed for clients with simple straightforward advice needs in a specific area, or those just starting out on their savings and investment journey. It is ideal for individuals or families with personal wealth of between £25,000 and £100,000. They may find the cost of good value face to face advice is unaffordable or find it difficult to access ongoing professional advice when they need it.

Focus

Initial advice, ongoing service and regular annual review.

Our Focus service provides high quality professional advice tailored to individual needs, to help clients achieve greater long term financial security for themselves and the people they care about. It is designed for clients with relatively straight-forward and uncomplicated financial, tax and personal circumstances and advice needs. It is aimed to meet the needs of those looking for advice in just one or two areas rather than full financial planning. Ideal for individuals with personal wealth of typically between £100,000 and £500,000.

Aspire

Comprehensive financial planning service.

Our Aspire service is designed for individuals who have accumulated significant personal or business wealth, typically in excess of £500,000. Consequently they may have more complex financial, tax and personal circumstances. Aspire provides a comprehensive and fully integrated financial planning and wealth management service for people looking for professional help to achieve greater long term financial security for themselves and their family.

Transactional

Initial advice, no ongoing advice or reviews.**

Our Transactional service is designed for clients whose advice needs are relatively straightforward and who are unlikely to require or benefit from an ongoing service. This service is ideal for clients seeking advice on investments or products, not lending themselves to an ongoing service such as annuities or cash accounts. Additional charges may apply for ad hoc administrative tasks and non advisory transactions.

Service Proposition Schedule	Streamlined	Focus	Aspire	Transactional
Regular topical publications	✓	✓	✓	✗
Market, legislation and product information	✓	✓	✓	✗
Ongoing research and due diligence	✗	✓	✓	✗
Ongoing service	✓*	✓	✓	✗
Remote annual review	✗	✓	✓	✗
Face to face annual review	✗	✗	✓	✗
Annual valuation and statement of holdings	✓	✓	✓	✗
Minimum twice yearly valuations	✗	✗	✓	✗
Access to support team	✓	✓	✓	✗
Ongoing access to Financial Planning Team	✗	✓	✓	✗
Life Styling Planning Service	✗	✗	✓	✗
Income/Expenditure review and forecasting	✗	✗	✓	✗
Complex wealth preservation advice	✗	✗	✓	✗
Treating Customers Fairly questionnaire	✓	✓	✓	✓
Additional ad hoc charges	✗	✗	✓	✓
Reviews to include:				
Objectives	✗	✓	✓	✗
Asset allocation	✗	✓	✓	✗
Tax changes	✗	✓	✓	✗
Risk profile	✗	✓	✓	✗
Income & Expenditure	✗	✗	✓	✗

* Via Helpdesk

** Limited to advice on specific types of products, not lending themselves to an ongoing service

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

2. Which service will we provide you with?

- Independent Advice:**
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.
- Restricted Advice:**
We will advise and make a recommendation for you after we have assessed your needs. We offer advice on limited types of products which we offer from a limited number of companies.
- No advice:**
You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed

3. What will you have to pay us for our services?

You will pay for our services on the basis of an adviser charge or fee. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. Other charges such as VAT may arise and become payable by you. You can ask us for an estimate of the likely total charge and you can ask us to not exceed a given amount without checking with you first.

4. The cost of our services

Our Core Services and associated costs are detailed on the following pages below. It is important to note that in complex cases, particularly estate or care planning, we may need to consider a more tailored approach and deviate from the Core Services menu. However, no work will take place until full discussions have taken place and agreement reached.

The cost of initial meetings will be borne by us and will not incur a charge.

In order to provide financial planning advice, full client details are required and will be obtained via completion of a comprehensive questionnaire, commonly known as a Fact Find. Until this form has been completed no charges will be incurred. Upon completion your adviser will be able to give you a realistic idea of the costs likely to be incurred should you decide to proceed with our services, such as advice and recommendations.

We will confirm the rate agreed in writing before beginning work and we will tell you if you have to pay VAT. You may also ask us to not exceed a given amount without checking with you first.

Core Service Charges

Our charges are generally based on three stages of service provided:

1. Planning and advice (understanding goals/needs/research/making recommendations)
2. Transactions and implementing plans (including arranging contracts/mediation with providers)
3. Reviewing plans and circumstances

Core Service	Streamlined		Focus		Aspire		Transactional	
See further details of each service on Page 2	Basic, focused, initial advice and ongoing, unlimited access to an adviser via a Help Desk.		Initial advice, ongoing service and regular annual review.		Comprehensive financial planning service.		Initial advice, no ongoing advice or reviews.	
Consideration	Initial Charge		Initial Charge		Initial Charge		Initial Charge	
Value of assets for advisory consideration	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
£25,000 to £99,999	£500	£2,500	N/A	N/A	N/A	N/A	£500	£2,500
£100,000 to £249,999	N/A	N/A	£2,500	£5,000	£2,500	£5,000	£2,500	£5,000
£250,000 to £499,999	N/A	N/A	£5,000	£7,500	£5,000	£7,500	£5,000	£7,500
£500,000 and above	N/A	N/A	£7,500	3%	£7,500	3%	N/A	N/A
Ongoing Services	Ongoing Service Charge		Ongoing Service Charge		Ongoing Service Charge		Ongoing Service Charge	
The specific services provided depend on the Core Service selected. Full details of the Core Services are on page 2.	0.4% Subject to a minimum of £150 pa		0.75% pa		1% pa		Nil	
	Usually the ongoing service charge will relate to the value of assets under advice and will relate to the ongoing value of those assets, not the initial value. Should the requirement differ we will discuss and agree this with you prior to carrying out any ongoing work.							

Ongoing Services can include reviews, newsletters, valuations, tax planning and more, dependent on the core service selected.

Reviews generally consist of updates on politics, economies, tax and budgets, which can impact financial planning solutions. Lifestyle changes, health, family and work can also affect financial objectives and requirements. Therefore, it is important to ensure recommendations and portfolios remain relevant against changing goals and variable environments.

Top ups, Increments, Non-advisory transactions - Charges for these are generally applied on a transactional basis and agreed with your adviser beforehand.

Examples of likely costs are listed below. However, these are only examples. Specific requirements and costs will be discussed and agreed with you prior to any chargeable work being carried out.

Examples			
Requirement	Service Agreed	Initial Charge	Ongoing Charge
Advice on pension: £1,000 lump sum and £50 per month	Streamlined	£500	£150 if valued at £1,600 £150 if valued at £10,000
Investment of £120,000	Focus	£2,500	£900 if valued at £120,000 £1,050 if valued at £140,000
Advice on 3 existing pension plans valued in total at £150,000	Focus	£3,500	£1,125 if valued at £150,000 £1,275 if valued at £170,000
Advice on investment of £500,000, consideration and review of existing investment portfolio and personal tax planning arrangements	Aspire	£7,500	£5,000 if valued at £500,000 £6,000 if valued at £600,000
Advice on investment of £500,000, comprehensive inheritance tax planning to reduce tax bill by £300,000, personal tax and pension planning arrangements	Aspire	£10,000	By agreement dependent upon the nature and complexity of the requirements
Advice on annuity purchase with £80,000 fund	Transactional	£1,500	None, other than ad hoc administrative charges

Fixed Project Charges

We are able to quote a fee for a specific project. This could be for a general health check, advice on regular premiums to a pension or other contract, or for a specific review of your protection requirements. The charge will normally be based on the amount of time required. However, specialist Pension Transfer advice relating to company pension schemes is charged at a fixed rate tariff *.

Hourly rates	
Director and/or Chartered Planner	£200
Financial Adviser	£150
Paraplanner	£120
Administrator	£25

Examples	
Taking pension benefits	£2,500
Review of existing equity ISAs	£2,000
Life cover and critical illness protection advice	£1,500

* Fixed rate tariff	
Defined benefit transfer advice	£6,500

5. Your payment options

It is our policy to ask clients to sign a Fee Agreement prior to undertaking any chargeable work; this is to avoid any confusion at a later date. On certain products, such as life assurance and other protection insurance products a provider may offer to pay us a commission. In these cases such payments will either:

1. Remain in the product thus enhancing the benefits or reducing the premium; with the advice and implementation fee being paid for by way of an adviser charge
2. Be applied to offset against the adviser charge
3. Be taken as commission

5.1 Settling your Adviser Charge with a single payment

- Adviser charges become payable on completion of the work. You will be required to settle adviser charges within 30 days of completion of the work.
- We accept payment by cheque but do not accept payment by cash.
- Where applicable adviser charge can be facilitated by a product provider. This means the amount can be deducted from an investment or pension and re-directed to us from the product provider.
- Whether you invest into a product or not, on completion of our work, you will pay us a fee for our advice and/or services as previously agreed with you.

5.2 Settling your Adviser Charge by instalments - through a regular premium product

This facility is only available for the payment of adviser charges relating to the recommendation and implementation of a regular premium product. We offer this facility to clients paying a regular premium into a contract, usually an ISA, Whitechurch Investment portfolio or a pension plan.

If the cost of the initial service is to be taken from the investment, the charge can be deducted from a regular investment or pension premium and re-directed to us by the product provider.

In the case of a regular payment pension plan the adviser charge will be taken as instalments from each investment payment. For example, if a premium of £250 a month is payable and the adviser charge is £600 then a £50 a month instalment may be agreed for 12 months which settles in full the £600 due. Subsequent payments thereafter will not have this instalment taken. The amount and frequency of these instalments will be agreed and confirmed with you before any chargeable work starts. Although you may pay nothing up front that does not mean our service is free, you still pay us indirectly through deductions from the amounts you pay into your product. It is important to remember that these deductions will go towards settling adviser charges and will reduce the amount left for investment.

Keeping up your payments

It is important that you maintain the instalment payments. If the instalments cease before adviser charges have been settled - for example, if the product is encashed or cancelled early - the outstanding amount for the adviser charges will be payable by way of a single payment directly to us by cheque within 30 days of the contract ceasing.

Payment for ongoing services

As has been detailed we have a number of ongoing services we can provide to ensure that any recommendations made are reviewed and remain relevant to your circumstances and objectives. The cost for an ongoing service will normally be paid via facilitation (taken from the value of any pension or investment fund and re-directed to Whitechurch). The intervals at which monies will be forwarded to Whitechurch will vary dependent upon the product provider. Usually this will happen monthly, 6 monthly or annually and will be based on the value of the investment or pension fund.

You should bear in mind that you may have agreed a charge for the initial adviser service (for regular premium contracts) which may also be payable from each payment. This means that for the initial months both the adviser charge and the ongoing service fee will be taken from each payment.

We do offer the facility for clients to pay the annual fee by cheque each year.

The ongoing service can be cancelled at any time by informing us in writing of your wish.

6. Who regulates us?

Whitechurch Financial Consultants is a trading division of Whitechurch Securities Limited which is authorised and regulated by the Financial Conduct Authority. Our Financial Conduct Authority register number is 114318.

Our permitted business is advising on and arranging Life Assurance, Pensions, Unit Trusts, Collective Investments, Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Income Protection insurance products, Investment Management and Discretionary Portfolio Management.

You can check this information on the Financial Conduct Authority Register by visiting their website at www.fca.gov.uk/firms/systems-reporting-register or by contacting them on 0845 606 1234.

The ongoing service can be cancelled at any time by informing us in writing of your wish.

7. What to do if you have a complaint

If you wish to register a complaint, please write to: The Compliance Director, Whitechurch Securities Limited, The Old Chapel, 14 Fairview Drive, Redland, Bristol BS6 6PH. Or call us on: 0117 916 6150.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service by phone 0300 1239123 or online at www.financial-ombudsman.org.uk.

8. 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 cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered up to a maximum of £50,000.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.org.uk.

Client Agreement

Under the rules of our regulator, the Financial Conduct Authority, we are required to provide you with our Client Agreement containing our Terms and Conditions of Business. Once you have read this agreement would you please complete and return the **Acknowledgement Form**, attached within this brochure. Upon receipt we will be bound by the terms and conditions until terminated by either party. If initiated by us, termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

This Client Agreement exists to protect your interest in that it clearly lays out our working practices and states exactly what your rights are when we transact business on your behalf. It is not a binding contract and may be terminated by you at any time. Whilst your co-operation is appreciated, this agreement does not obligate you to us in any way whatsoever.

CLIENT CLASSIFICATION

Unless you have instructed us to treat you otherwise and such instruction has been assessed and agreed in writing, you will be treated as a **Retail Client** and the Terms and Conditions within this Client Agreement will apply.

INTRODUCTION

1 Whitechurch Financial Consultants is a trading division of Whitechurch Securities Limited (WSL), which is authorised and regulated by the Financial Conduct Authority - 12 Endeavour Square, London E20 1JN. WSL is bound by the FCA Rules (hereinafter referred to as the 'Rules'). WSL is designated as a MiFID Limited Licence firm. Our Financial Conduct Authority number is 114318.

2 We will use the English language within our communications, verbal or written, including the sending and receiving of orders. To avoid any doubt, instructions should be issued in writing.

3 WSL has a subsidiary company 'Whitechurch Nominees Limited', which is not regulated by the Financial Conduct Authority - please refer to the separate Discretionary Management Agreement for details.

4 WSL is a wholly owned subsidiary of Independent Investment Analysis Limited, which is simply a holding company and hence is a non-regulated company.

5 In the event of a material change in the terms on which WSL wishes to undertake business with a Client then the Client will be issued with an amended Client Agreement before being provided with any further investment service. We shall assume acceptance of the new terms by the Client unless we hear to the contrary within 7 days of its issue.

6 Whitechurch Financial Consultants are authorised to advise on and arrange Life Assurance, Pensions, Unit Trusts, Collective Investments, Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Income Protection insurance products, Investment Management and Discretionary Portfolio Management.

7 We also advise on Building Society Accounts and National Savings & Investments Accounts, which are not currently regulated under the Financial Services and Markets Act 2000 or the Financial Services Act of 2012.

8 We do not advise on traded options.

9 WSL is not a second hand life policy maker, and does not administer Stakeholder Pension Schemes or Small Pension Scheme Investments.

10 We do provide advice on occupational pension transfers and on membership of defined benefit occupational schemes.

RESTRICTED ADVICE

11 WSL offers restricted advice. We do not recommend what we consider to be high risk investments and where we feel discretionary investment management is suitable, our own in-house service will be recommended.

CONFLICTS OF INTEREST

12 We will act honestly, fairly and professionally, known as conducting business in the "Client's Best Interest" regulations, but occasions may arise where we or one of our other clients may have some form of interest in business which we are transacting for the Client. If this happens or we become aware that our interest or those of one of our other clients conflict with the Client's interests we will inform the Client and obtain consent before we carry out the instructions. Our Conflicts of Interest Policy is available upon request.

13 WSL undertakes to not transact for the Client business in which the Company or any Director or Employee has a known personal interest unless that interest is first disclosed. This undertaking shall not apply to personal holdings in unit trusts, Open Ended Investment Companies, insurance contracts, gilts and shares of publicly quoted companies.

Client Agreement

INVESTMENTS

14 WSL acts as the Client's agent in arranging investment transactions. WSL never owns the investments which the Client buys through it. WSL may not lend to a third party the documents of title held by it or on its behalf nor borrow any money on the Client's behalf against the security of those documents.

15 Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed.

16 Where applicable, acquisition costs, currency conversion costs and tax shall be the responsibility of the Client.

17 Right to cancel. We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which to cancel a life or pension contract, or 14 days for an investment. However, there will be occasions where no statutory rights are granted; nevertheless, this will be explained before any contract is concluded.

CLIENT MONEY

18 WSL is authorised by the Financial Conduct Authority to handle Client money; however, where convenient it asks all Clients to make cheques payable to the life office, unit or investment trust, Open Ended Investment Company manager or other company with whom the investment is being made, to facilitate administration. Likewise, if an investment is being redeemed WSL asks the company concerned to make their cheque payable to the Client (or another investment company if the monies are to be reinvested).

19 There may be occasions when it is not possible or practicable for cheques to be drawn as stated in clause (18) above. In such circumstances monies belonging to the Client will be held in a separate Client Account. This is a non interest bearing account with HSBC plc or Barclays plc. Client Accounts are sterling General Trust Accounts and the account balances are segregated from WSL own funds.

20 If we receive money from the Client for investment, we will hold it in a Client Account until we make payment for the investment(s) the Client wishes to purchase. If we receive money payable to the Client, we will forward it to the Client's latest known address by crossed cheque. Any Client Account balances not committed for investment will be returned to the Client immediately.

21 If monies are held in a WSL Client Account and they are not invested for the Client within 10 working days either:
(a) Monies will be returned to the Client by crossed cheque, or;
(b) Funds will be held in the account to earn interest for the Client pending the Client's further instructions. This will be subject to the total accrued interest at the interest account date exceeding £20.00 (interest will be calculated in accordance with the Financial Services & Markets Act 2000).

22 If a Client makes a valid claim against WSL in respect of the investments we arrange and we are unable to meet our liabilities in full, the Client may be entitled to redress from the Financial Services compensation Scheme, details of the cover provided by the Scheme are given in a leaflet which we will send at the Client's request.

MONEY LAUNDERING REGULATIONS

23 We are required to verify a Client's identity in accordance with the Money Laundering Regulations and no investment will be made until such verification has been obtained. This process involves checking the details you supply against those held on a number of specific databases.

24 CallML - the current credit reference agency used - has access to, for example, information from the Electoral Register and fraud prevention agencies. A record of this process will be kept and may be used to help other companies to verify your identity. We may also pass information to organisations involved in fraud prevention to protect ourselves and all our clients from theft and fraud.

25 If you supply false or inaccurate information and we suspect fraud we may refer the suspicion to the relevant agencies. We will make all identity verification searches using a reputable online credit reference agency, and will keep a record of this search in line with the Money Laundering Regulations 2007 and the Data Protection Act 1998.

26 Depending on the level of verification generated we may need to contact you for additional information or documentation. Therefore, we cannot accept responsibility in instances where investments are delayed due to the need for WSL to satisfy these regulations.

Client Agreement

FEES

27 We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid.

28 The cost of our service will be expressed as a fee agreed with the Client. This may be a total cost for all work or could be agreed at each stage of the service. The fee(s) will be confirmed as agreed on a signed Fee Agreement.

29 Fee(s) may be paid by cheque from the Client (settlement terms are 30 days) or may be taken from investment amounts. In the latter case the investment provider will facilitate this payment to WSL.

30 Where the fees are agreed to be taken as instalments from a regular investment, over an initial period, if the contract is cancelled before the full settlement of the fees, the remaining fees must be paid by the Client directly to WSL. See the **Key Facts about our Services and Costs** section for full details of our fees.

31 If commission is payable, as on pure life and protection policies, the commission will be applied as detailed in the **Your Payment Options** section of this brochure. WSL is not permitted to accept commission on all other product and investment transactions.

32 We reserve the right to increase fees or charges upon giving reasonable notice in writing of any changes that may apply from time to time.

ADMINISTRATION

33 WSL will supply on demand to the Client, or his/her agent, copies of contract notes, vouchers and copies of entries in books or electronic recording media relating to the Client's transactions. WSL undertakes to maintain such records in relation to each transaction made hereafter for a period of six years from the date of such transactions.

34 All investments will be registered in the name of the Client unless otherwise instructed in writing. All contract notes and documents of title in respect of investment(s) shall be sent to the Client as soon as practicable after receipt by WSL. Where a number of documents relating to a series of transactions are involved, WSL will normally hold the documents until the series is complete at which time they will be forwarded to the Client. If the Client instructs us to register investments in the name of a third party we shall accept no liability for their default.

35 To avoid disputes, written signed instructions will normally be required before WSL will act for the Client. We are unable to accept instructions for dealing over the telephone.

36 When, in accordance with instructions received from the Client, documents of title are retained by WSL, they will be retained in WSL safe facility at our Head Office address. The appropriate entries will be made in the register maintained under the Rules.

37 Any income received on behalf of the Client in respect of his or her investment and any rights conferred in respect of them, will be forwarded directly to the Client.

38 We may from time to time review or update our views or recommendations and may inform clients by way of telephone, e-mail, letter or newsletter of any changes we recommend. Any changes or alterations will only be carried out upon explicit written instructions from the Client (see clause 34).

39 The Client or WSL may terminate our authority to act on the Client's behalf at any time, without penalty. Notice of this termination must be given in writing.

SPECIAL TERMS REGARDING ONLY WHITECHURCH SECURITIES DISCRETIONARY MANAGEMENT AND ISA SERVICES

All terms set out in this Agreement will apply to the Discretionary Management and ISA Services, with the addition and/or amendments as set out within this section. Any reference to ISA should be taken to include NISA.

All the Terms and Conditions of the Discretionary Management and ISA Services are as set out in our separate Discretionary Management Agreements and our ISA literature, which should be read carefully before entering into any Agreement.

40 All charges for Discretionary Management and ISA Services are specified and applicable as detailed within the separate Management Agreements.

41 WSL may be entitled to retain your investments or other assets until any fees due to us in respect of charges relating to the administration of your discretionary ISA or Portfolio have been paid in full; but we will not exercise any lien or right of retention or sale for any other purpose.

42 Whitechurch Securities Limited Discretionary ISA - Client cancellation/cooling off rights: The Client has the right to withdraw an ISA application by giving written notice within 14 days after we have received it. The Client may use the cancellation form issued with the acknowledgement of the transaction.

Client Agreement

43 If the Client wishes to transfer their ISA to another plan manager a fee of £100.00 + VAT will be payable

44 Cancellation/cooling off rights do not apply to ISA transfer monies. Further information and details of charges are as documented within the ISA application literature.

45 Portfolios - No cancellation/cooling off rights apply to these contracts.

46 Under the terms of our Discretionary Management and ISA Services Agreements, investments will be registered in the name of our subsidiary company Whitechurch Nominees Limited which is not itself authorised under the Financial Services and Markets Act 2000 to carry on investment business

47 WSL accepts full responsibility for the safe custody obligations of Whitechurch Nominees Limited. Custodian safe keeping services will be undertaken by Whitechurch Nominees Limited. We will account to the Client for income received on investments as specified within the separate Agreements.

48 Documentation showing ownership of investments beneficially owned by clients and held to our order will be issued at least annually to each client.

49 All investments within the Discretionary Management and ISA Services will be held to the Client's order and will be beneficially owned by the Client and registered in a nominee's name as above. The Client agrees that investments may be pooled with those of other Clients and the Client gives their general permission to engage in transactions which Whitechurch Securities Limited or one of its other clients or connected persons has or may have a material interest in without informing the Client of such.

50 Quarterly statements will be provided showing the value of investments and movements within the Client's portfolio as at 31st March, 30th June, 30th September and 31st December.

51 Under the terms of the Discretionary Management and ISA Services Agreement the Client has instructed us to exercise, at our discretion, switches from one investment fund into another investment fund. Discretionary authority may be terminated by either party upon written notification.

LAW

These Terms and Conditions 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. Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available from that Act.

FORCE MAJEURE

Whitechurch Securities Limited shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

TAXATION

Although consideration is given to tax efficiency when advising clients, we cannot accept responsibility for a client's own taxation position and strongly recommend that clients take advice on taxation matters from a qualified accountant before an investment is implemented. This is particularly relevant to clients residing abroad or those that may be non UK domiciled who should seek advice from an expert, qualified and experienced in the relevant areas specific to the applicable country.

COMPLAINTS / CONTACTING US

We take care to provide the highest standards of service. However, in the event of a complaint, clients should contact: The Compliance Director, Whitechurch Securities Limited, The Old Chapel, 14 Fairview Drive, Bristol BS6 6PH. Telephone: 0117 916 6150. We will acknowledge the issue and send an eligible complainant a copy of our internal complaints procedures.

The matter will be investigated in line with our procedures and in accordance with the Rules, and our findings will be reported to the Client.

If the Client is dissatisfied with the outcome, he or she then has the right to forward any eligible complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk).

Details on how to do so will be provided at the time.

Privacy Notice

General Data Protection Regulation (GDPR) 2016

1. Introduction

The security of information we hold is extremely important to us and we comply with the requirements of current regulatory framework on data processing.

The following sets out the bases of how and why we process personal information, and your rights over any information we hold about you. Please visit our website www.whitechurchfc.co.uk for our full **Privacy Statement**.

2. Data we process

2.1 We process personal information for and in the course of delivering the following activities and responsibilities:

- Providing individual clients with financial services advice and completing transactions
- Providing investment market news and insight

2.2 Depending on the nature of our relationship with you, the data we process will consist of:

- Personal information which may include contact details, financial details, nationality, employment history and marital status.
- Data on partners and other family members, including children, may be included.
- Special Category Data and Criminal Offence Data which may include, physical or mental health status, criminal offences, or related security measures.
- Subject matter (such as interest in ethical investment) and contact preferences.

3. The sources of data we process

3.1 Information is provided to us directly by you, via phone call, email, post or in person:

- You are a potential or existing client to whom we provide wealth management services (be that advisory or discretionary investment management); as detailed within Fact Find forms or the Discretionary Management Services application forms and any subsequent instruction or correspondence
- We record and monitor telephone calls made to and from (any of) our offices.

3.2 Information about you is provided to us by other sources, including but not limited to:

- Personal contacts (our clients) who wish to include you in their financial arrangements
- Third party service providers such as credit reference agencies.

4. The basis upon which we process data

In the course of providing a service to you, we will process your personal information under one or more of the following lawful bases:

Contract: Processing is necessary for the service we provide and contract/s we have with clients or individuals who have asked us to take specific steps before entering into a contract.

Legal obligation: Processing is necessary for us to comply with the law (not including contractual obligations) such as providing salary details to HMRC or processing information to fulfil Anti Money Laundering checks.

Consent: Individuals have given us clear consent for us to process their personal information for a specific purpose. This may include but is not limited to **Special Category Data**; or communications for marketing promotions; or digital tracking and cookies on our websites.

Legitimate interests: Processing is carried out for our legitimate interests or the legitimate interests of a third party unless there is a good reason to protect your welfare or concerns which overrides our legitimate interests.

5. How we use data

In the course of providing a service to you, your personal information will be used in one or more of the following ways:

- Following fact finding meetings or correspondence with you, our service entails analysing and assessing your circumstances in order to provide suitable financial planning advice and to complete financial planning transactions on your behalf.
- To share news and insight that we believe will be of interest to you.
- We record calls made to and from (any of) our offices for training and monitoring.

6. Data storage (duration & security)

6.1 We retain client records for a period of six years or for as long as the data subject is alive – depending on the nature of the data. This is in compliance with financial services industry regulation, as stipulated by the Financial Conduct Authority (FCA).

6.2 We retain client telephone recordings for a minimum of five years.

6.3 We store data either electronically or in paper format; and have technical and organisational security measures in place to protect your information against unauthorised or unlawful use, and against accidental loss, damage or destruction. We can provide you with full details of our IT Policy on request.

Privacy Notice

7. Sharing data

We may be required to give information to other organisations for regulatory or auditing purposes;

7.1 Such as providing income details and ISA subscription returns to HM Revenue & Customs.

7.2 We may deliver copies or transcripts of telephone recordings to any court, adjudication service or regulatory authority or to any other person as required by law or the FCA Rules.

7.3 We may submit data to institutions and affiliated business partners in order to fulfill our services or carry out individual client instructions.

7.4 We may share contact details with suppliers such as:

- The provider(s) of our customer relationship management system(s); enabling us, for example, to keep client details up to date.
- The provider of our email system which allows us to send permitted email communications.
- The mailing house to facilitate the posting of items such as Client Investment Reports.
- The Para-planning agency for the collation and administration of client files.

These suppliers are appointed as Data Processors for us and we have contracts in place with them to restrict what they can do with the data we share, and how long they hold and process the data.

Beyond the provision of necessary services, required transactions and legal obligations, Whitechurch will not disclose information to other parties without your express consent.

7.5 Whitechurch will not transfer or permit the transfer of personal information to any territory outside the European Economic Area (EEA) without prior written consent.

7.6 If we do transfer personal information to countries or jurisdictions which do not provide the same level of data protection as the UK or EEA, we will, if appropriate, issue an enhanced contract (in addition to our main Data Processing Agreement) to ensure that the data is protected.

8. Connected Persons

8.1 If you provide us with information about another person, you confirm that:

- they have appointed you to act for them; or you have their express permission to share their personal data with us.
- you have informed them of our identity and the purposes for which their personal data will be processed.

8.2 This confirmation applies to the personal data (including Special Category Data) of:

- partners and other family members, including children.
- individuals for whom you are acting as a Lasting Power of Attorney.

9. Accessing and updating your personal data

- You have the right, subject to certain exceptions, to request a copy of the personal information we hold about you.
- You have the right to have any inaccuracies corrected, by asking us to make the amendments.
- You have the right to be “forgotten”. This means you have the right to request that information held about you is erased. Under certain circumstances this may not be possible due to regulatory and legal requirements to retain data. However, you should inform us if you think we should not be using the information. We can then restrict the use or wholly encrypt the data as necessary.
- Regarding consent for promotional/non-contractual communications – If you have previously opted in to receive promotional/non-contractual information from us, you have the right to opt out of (or opt back in to) receiving such information at any time.
- You have the right to object to our processing of your personal information. However, please note that this may limit the level of service that we provide to you.

For further information about these rights, or any other aspect of our data processing please get in touch via your adviser, or call, email or write to us.

10. Changes to our privacy statement

We reserve the right to revise or supplement our Privacy Statement from time to time, to comply with the law or to reflect changes to our business structure, service or requirements. If necessary we will take appropriate steps to notify you of significant changes to this statement. Updates will also be posted on our websites.

Your Acknowledgement

Please complete this form and send it back to:

Whitechurch Financial Consultants, The Old Chapel, 14 Fairview Drive, Redland, Bristol, BS6 6PH

I/We acknowledge receipt of the following information in this pack:

Client Agreement (Ref: 1899b.28.01.19) including:
Key Facts about our Services & Costs; and the
Whitechurch Securities Limited Data Protection Statement

(For Office Use Only)

Date:

Signed:

Signed:

Full Name:

Full Name:

Email:

Address:

Please indicate the service level you would prefer

Focus Aspire Streamlined Transactional

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which is authorised and regulated by the Financial Conduct Authority. Firm Ref No: 114318



Keeping in Contact

News & Insight Information

In addition to helping our clients improve their financial future for themselves and their families, we aim to keep clients informed about new or changing services, updates in investment markets and legislation.

If you would like to receive such information (via email only) please fill in your details below. You can unsubscribe from this service, at any time, by clicking on the Unsubscribe link which will be at the bottom of all emails.

There is no need to fill in this section if you do not wish to receive **News & Insight Information** from us, or if you have already signed up to the service – unless your contact details have changed.

	Self	Partner
Title(s)		
First name(s)		
Surname(s)		
Email(s)		
Signature(s)		

We will not share your contact details with any other organisation for marketing purposes. Please ask for, or go to our website to read, our Privacy Statement on how we process any personal information we hold and your rights over such information in compliance with the General Data Protection Regulation.

Essential Administrative Information

We'd like to make sure we can always keep you informed with updates to plans that we are advising you on. Please let us know your preferred contact method(s) below. A current email address is possibly the most efficient method for swift updates.

Self - preferred method of contact (tick all that apply)

Email <input type="checkbox"/>	Post <input type="checkbox"/>	Telephone <input type="checkbox"/> <i>Circle as applicable: Morning / Afternoon / Evening</i>
Full Name:		
Email Address:		
Tel / Mobile no:		

Partner - preferred method of contact (tick all that apply)

Email <input type="checkbox"/>	Post <input type="checkbox"/>	Telephone <input type="checkbox"/> <i>Circle as applicable: Morning / Afternoon / Evening</i>
Full Name:		
Email Address:		
Tel / Mobile no:		



Head Office: The Old Chapel, 14 Fairview Drive, Redland, Bristol, BS6 6PH. **Telephone:** 0117 916 6194

Chelmsford Office: 81 Springfield Road, Chelmsford, CM2 6JL. **Telephone:** 01245 283 594

Website: www.whitechurchfc.co.uk

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