

**Sturdy Edwards (Financial Services) Ltd**  
191-193 London Road  
East Grinstead  
West Sussex  
RH19 1HA



## Terms & Conditions

This document provides you with details of our services and their cost, our and your commitment and our regulator. Please read this document carefully and if you do not understand any point please ask for further explanation.

### Who Regulates Us

We are authorised and regulated by the Financial Conduct Authority. Our regulated activities comprise advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. Our Financial Services register number is 190659.

*The FCA's contact details are: 12 Endeavour Square, Stratford, London, E20 1JN, United Kingdom.  
Tel: 0800 1116768 (Freephone)*

### Client Categorisation

We will treat you as a Retail Client unless we agree with you otherwise. Retail clients have the highest level of protections under the regulatory regime. We will communicate to you in English both verbally and in writing.

### Client Confidentiality

We will hold all information about you in line with the requirements of the Data Protection Act 1998. In giving us personal information, you agree to us providing this information to third parties such as product providers and credit reference agencies. This is to allow us to meet with the record-keeping and regulatory requirements of the Financial Conduct Authority. The aim is to protect you under the Financial Services and Markets Act 2012. You and your agents are able to see all information we hold relating to you at any time.

### Conflicts of Interest

We will notify you in writing of any conflict of interest that may exist between the work we are doing for you and any of our other clients or ourselves. We will tell you about the extent of any conflict of interest that exists or that may arise and if necessary make arrangements for another company to act as your agent.

### Appointment as Advisers

Your agreement to appoint us as your advisers will apply from the date that you receive this document and ask us to act for you.

### Cessation as Advisers

This agreement will stay in force until you or we end it or until you or we ask to change it. If you want to end the agreement, please let us know in writing at any time. If we want to end the agreement, we will write and tell you. Termination will not prejudice the completion of transactions already initiated on your behalf or any rights or obligations already arising.

### Your Aims and Our Obligations

We can offer you a full review service with the aim of making you aware of any shortfall that you may have within the areas of our authorisation. We will give you written details of any recommendations that are suitable or appropriate to meet any needs identified. You should let us know about any specific aims that you may have.

Please note that any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you in writing in a fee and services agreement. We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

Investments can fall, as well as rise, and 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 will 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 you hold 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 will explain the implications to you.

We may occasionally recommend investments that are not readily realizable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments in our Suitability Report. This is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value. Examples of this are derivatives, warrants, non-readily realizable security, P2P agreements or stock lending.

Professional clients – We may take into account your expertise as a professional client when complying with the requirements to provide you with a general description of the nature and risks of particular transactions. We are entitled to assume that in relation to the products, transactions and services for which you are categorized as a professional client, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.

Per se Professional client – We are also entitled to assume you are able to financially bear any investment risks consistent with your investment objectives.

### **Ongoing Reviews – Periodic Assessments**

Where we agree to provide you with an ongoing service to include reviews of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to contact you to assess whether the information we hold about you remains accurate and up-to-date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

### **Restrictions**

You have the right to tell us not to make any particular recommendations or to exclude specific companies, products or market areas from our research where, for example, you have had a previous bad experience. You need to let us know about any specific restrictions that you want to place on us.

### **Best Execution**

Where we send investment applications on your behalf to third parties (e.g. 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'.

### **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 will verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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. This check may leave a 'footprint' on your credit file but it will not affect your credit rating.

### **Client Money**

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

### **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 (e.g. 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.

## **Right to Cancel**

We will tell you about your right to cancel or withdraw from a contract with a product provider before you fill in any application form. We will remind you of these rights to cancel or withdraw in writing before any transaction is completed. We will also let you know if this right to cancel does not exist for an application if, by law, the company has to complete the transaction as soon as they receive the application.

## **What do I do if I have a Complaint?**

If you want to register a complaint, please write to us at the address given at the head of this document or telephone us on 01342 313733. A summary of our procedures for handling complaints is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service at: **Exchange Tower, London E14 9SR**. Telephone: **0800 023 4567 or 0300 123 9123 (mobile)**.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from this scheme if this firm ceases to trade and as a result of our advice you have suffered a financial loss. This depends on the type of business and the circumstances of the claim.

### ***For Investments***

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

### ***For Insurance***

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

### ***For Mortgages and Equity Release***

Mortgage and Equity Release advising and arranging is covered up to a maximum limit of £50,000

Further information about compensation scheme arrangements is available from the FSCS.

## **Data Protection**

The information that we hold about you will be held on computer and/or paper files. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. The information that you give us may be disclosed to third parties such as product providers and credit reference agencies for the purpose of processing your application, to our Regulators, the Financial Services Authority, and to our Compliance Advisors.

## **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.

## **Payment for our services**

By signing this agreement you are agreeing to pay the charges for our services as set out in our Client Authority Form. All fees will be confirmed in writing and we will tell you if you have VAT to pay.

## **Investments**

### Settling your adviser charge in a single payment.

You will be required to settle the payment of your adviser charge on completion of our work within 30 days. This may be paid by cheque, but we do not accept payment by cash. Alternatively, if you buy a financial product the adviser charge may be paid through your recommended product. If you choose to have your adviser charge deducted from the product, you do not pay anything up front but that does not mean that our service is free. You still pay us indirectly through the deduction from the amount you pay into your product. This deduction will pay towards the settling the adviser charge and could reduce the amount left for investment.

### Settling your adviser charge by instalments (regular premium contracts only)

If you buy a financial product to which you will be making regular payments, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards the settling the adviser charge and could reduce the amount left for investment.

If you fail to keep up with your payments to the product you have bought, or cancel the product, before the adviser charge is paid in full we reserve the right to request full payment of any outstanding balance of the adviser charge.

## **Insurance**

We will normally be remunerated by commission from the product provider. Alternatively, you may pay us a fee based on the number of hours worked, in which case we will rebate any commission received from the insurance company or offset these against our fees. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

In some limited circumstances (for protection planning business only) we may receive a commission payment from the product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payments relate 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 from you the full payment of any outstanding balance of charges for our services.

## **Mortgages and Equity Release**

We will normally be remunerated by commission from the mortgage lender or equity release provider. Alternatively, you may pay us a fee based on the number of hours worked. We will always present you with a personalised quote before undertaking any work that might be charged for. We may receive commission from the mortgage lender in addition to the fee charged to you which will be disclosed on your personal illustration you will receive relating to your chosen mortgage. We will refund any commission paid to us by the lender to you, or offset your fee with the commission we receive.

You will receive a key facts illustration when considering a particular mortgage or equity release product, which will tell you about any fees relating to it. You have the right to ask for information on the commission paid by different lenders.

If we charge you a fee and your mortgage or equity release does not go ahead you will receive no refund.

Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay. Our ongoing service is 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 service will start. Our charges are payable on the first annual review meeting or monthly if taken as a % of funds. The charges are payable within 30 days of the end of the relevant period.

Ongoing services can be cancelled at any time by informing us in writing 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 percentage of your investments, the amount of our ongoing charges may increase as the size of your fund grows.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We will discuss and agree this with you where relevant.

## CLIENT AUTHORITY FORM

PRODUCT (s) \_\_\_\_\_

Agreed Service	Tick to confirm	Initial Charge Fee or % (state monetary amount also)	Ongoing Charge Fee or % (state monetary amount also)	Remuneration method  CHQ / FROM PRODUCT / WRAP CASH ACC
Financial/Investment Planning Service				
Retirement Planning Service				
Protection Planning Service				
Home Finance and Equity Release Service				
Sundry Services	Tick to confirm	Details of agreed fee		
Financial Planning Report (Only)				
Other – specify details of work				
General Insurance				
Advice relating to non-investment protection contracts		Pay by commission	Y/N	
		Agreed fee (if applicable)	£	
Mortgages and Equity Release				
Advice relating to mortgage or Equity Release		Product		
		Pay by commission	Y/N	
		Pay by fee and commission	Y/N	
		Agreed fee (if applicable)	£	

### Your consent

The Terms and Conditions and our Client Agreement – Our Services and Charges (Fees) already issued to you is our standard terms of business upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I authorise the transfer of information on a confidential basis, when warranted, between such parties as described in the Data Protection section above.

**I also confirm that I am happy to give Sturdy Edwards (Financial Services) Ltd my express consent to contact me by telephone to discuss advising on or arranging financial or insurance products in future.**

Client Name \_\_\_\_\_

Client Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date signed \_\_\_\_\_

Date signed \_\_\_\_\_