

Our Private Client Agreement

1. Introduction

The purpose of this document is to outline the basis of how we (Forrester-Hyde Limited) will act for you, and clarify important information regarding our terms and conditions, regulatory status and respective responsibilities. This Agreement must be read in conjunction with our 'Our Services' document.

This is a legal contract, and will take effect immediately when signed and dated by you.

2. Regulatory Status

Forrester-Hyde Limited (1279 London Road, Leigh-on-Sea, Essex, SS9 2AD) are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register Number is 476495. This number can be used to locate details of our registration via the FCA's website: <https://register.fca.org.uk/s/>. Alternatively, the FCA can be contacted via phone (0800 111 6768) or in writing (FCA Head Office, 12 Endeavour Square, London, E20 1JN).

3. Client Classification

We classify all our clients as 'Retail Clients'. This means you are afforded all protections under the rules of the FCA. Should you wish to be classified differently, please discuss this with your Adviser.

If you wish to be considered a different category of customer, such as a Professional Client or Eligible Counterparty, please inform us in writing. We will provide you with a new Client Agreement, and you may lose some protections, which will be outlined in that new agreement.

4. How You Instruct Us

We require explicit instruction from you in writing, to include email. At our discretion, we may act on your oral instruction, face-to-face, video conference or by phone. Any non-written instructions will be confirmed by ourselves to you in writing.

5. Applicable Law & Communication

This contract will be governed by English law. The language in which this contract will be interpreted, and in which all communications will be conducted, will be English.

6. Conflict of Interest

Our financial advice is independent. However, on occasion, it may arise that we, or one of our other Clients, may have some form of interest in the business we are transacting. If this happens, or we become aware that our interests - or those of one of our other Clients - conflicts with your interests, we will inform you and obtain your consent before we carry out any transactions. We will then detail the steps we will take to ensure fair treatment.

7. Client Money

We are not authorised by the FCA to handle Client money. This means we are unable to hold and accept cash, cheques, or payments electronically, in respect of money belonging to our Clients.

We cannot accept payments made payable to Forrester-Hyde Limited, unless it is in respect of settling our Adviser Charge, and or disbursements, for which we have submitted an invoice to you.

8. The Independent Services We Provide

Forrester-Hyde are independent, and we will advise and make recommendations to you having assessed your needs. Any recommendations involving financial products will be based on a comprehensive, and fair analysis of any relevant financial products from across the market.

Forrester-Hyde are authorised to advise on, and arrange (bring about) deals in investments, non-investment insurance contracts and home finance products.

8.1 Service Type

Our service types are detailed below:

One-off (Transactional) – We will provide advice on a one-off, transactional basis, where we arrange suitable investments, non-investment insurance contracts and home finance products for you. These will not be kept under review, unless we agree otherwise with you. We can provide further advice in the future upon your request, subject to our fee structure at the time.

Ongoing Advice Service – This is typically where we initially recommend, and arrange, suitable investments, and thereafter review these on an ongoing basis as part of our retained advice proposition (Ongoing Advice Service). The nature, terms and fees for such proposition are fully disclosed to you at outset, and re-confirmed on an annual basis.

Execution Only – We do not provide advice, and simply act on your specific instruction to arrange an investment, non-investment insurance contract or home finance product. We will not comment on the suitability of such transactions, based on your individual circumstances, and it is your responsibility to determine whether it is suitable for you or not. Whether we are able to facilitate your instruction will depend on factors such as the nature of the transaction, our regulatory permissions and operational capability. We will inform you if we are unable to act on your request.

8.2 Pensions

We offer products from the whole of market.

8.3 Investments

We offer products from the whole of market.

8.3 Insurance

We offer products from the whole of market.

8.4 Home Finance Products

Our mortgage services include advice on First and Second Charge mortgage products. We do not provide access to deals you can obtain by going direct to a Lender.

8.5 Transacting Business

Our policy is to transact your business in order to achieve the best possible result, considering the nature and price of the products selected, transaction charges, administration and service excellence. We have a best execution policy, and this is available upon request.

9. Investment Performance

9.1 Forecasts & Projections

For all investment products we transact, to include Pensions and any Insurance contracts with an invested element, we will issue Personal Illustrations and Keyfacts documents in compliance with FCA rules in force at the time. The rates of investment returns illustrated are not guaranteed, and do not represent the upper or lower limits of the possible level of benefits.

9.2 Investment Risk

The benefits you receive from any investment will depend on many factors such as contributions paid, the future rate of return and charges inherent in the product. The value of a unit-linked investment may go down as well as up. For with-profits investments, they may be subject to a Market Value Reduction (MVR) and where, at maturity, a final (or terminal) bonus may be payable, this is not guaranteed.

9.3 Past Performance

Past performance should not be seen as an indicator of future investment returns, and is only one of many factors to consider when selecting any investment. This may include, but is not limited to, financial strength, charges and flexibility.

9.4 Using Investments to Repay Borrowing

If you borrow against the maturing value of a product – to include Life Assurance, Pensions, Unit Trusts, Investment Trusts, or Individual Savings Accounts (ISAs) – there is a risk that if the investment underperforms, the value at maturity may not be sufficient to repay the loan in full. As a consequence, if borrowing in conjunction with an investment product, you should at outset understand the required rate of investment return in order to repay the loan in full. You should monitor the actual performance against this required return at regular intervals. Your home is at risk if you do not keep up repayments on a mortgage or loan secured against it.

9.5 Specific Risk Factors

Different risk factors apply depending on the product, and we will notify you of any specific risk factors in relation to such products.

10. How We Are Paid

We are highly transparent with our fee structure, which is explained in 'Our Services' document. Our fees will be agreed with you in advance, and your acceptance and commitment to pay is by signing this agreement.

10.1 Pensions & Investments

Initial Fees – We charge an initial fee for providing a recommendation and implementing our proposal. The initial fee will vary depending on the complexity of our advice, your circumstances and objectives, investment amount, and number of products established. It may also reflect Forrester-Hyde Limited's regulatory responsibilities for such advice. Forrester-Hyde Limited will not receive commission on any retail investment or pension products recommended.

Ongoing Advice Service – If you elect to receive ongoing advice, an adviser charge will be applied on an ongoing basis, in addition to the initial fee. This relates to ongoing financial planning and investment management services, the nature of which and our fee structure is outlined in the 'Our Services' document.

Our ongoing fee is generally expressed as a percentage of the value of investments managed on your behalf, deducted either from the investment, or paid by you directly, at a frequency of your choosing.

Any ongoing adviser charge paid each year will fluctuate with the value of your investment. If this increases in value, our annual charge will also increase.

10.2 Mortgages & Protection (Non-investment)

Commission may be paid from a provider when intermediating in the arrangement of insurance (non-investment) or home finance products. Any commission payable will be clearly identified and disclosed to you. This is generally in lieu of an Adviser Charge.

10.3 One-off (Transactional) Advice

For providing advice on a one-off, transactional basis, our fee is calculated based on factors such as the complexity of advice, fund value (for any investment related advice), alongside the time taken to advise you.

For time-based fees, we provide a best initial estimate in advance. This is not binding - if we believe additional time is required to advise you, we will provide written notice and an estimate of any additional fees. Our time-based fees as at 1 January 2023, exclusive of VAT, are as follows:

- Chartered Financial Planner/Director - £200 per hour
- Financial Adviser - £175 per hour
- Support Staff - £75 per hour

10.4 Value Added Tax (VAT)

We will confirm whether or not our fees attract VAT. Based on HMRC guidance, our fee for intermediation services, to include establishing an investment product on your behalf, does not attract VAT. Our fee will attract VAT if we do not provide intermediation services, such as general advice and guidance regarding a specific matter.

10.5 Settlement of Adviser Charge for Ongoing Advice Service

If you subscribe to our Ongoing Advice Service, and an agreement is in place to deduct our fee directly from your investment held on a Platform, we will usually recommend you retain an element of Cash within your investment to meet our agreed Adviser Charge. We will need to ensure Cash within your investment is held within the correct Cash account that our fee is deducted from, so may be required to organise movements of Cash internally within your investment to meet our charge.

10.6 Fee Agreement

The advice and intermediation services being provided to you, and the fee payable, is detailed in the Section 21.1 'Fee Agreement'. In signing this agreement, you are accepting the costs of our advice, and means by which they are settled.

10.7 Fee Liability

If you agree to pay for our services via Adviser Charge, or commission arising from arranging a product and, for whatever reason, you do not proceed, we then reserve the right to invoice you for an amount equal to the agreed Adviser Charge, or commission that would have been paid by the product provider.

10.8 Fee Examples

For indicative purposes, a series of fee examples are provided below. Please note, fees may vary to the examples provided below depending on various factors such as the complexity of our advice, alongside the number of arrangements reviewed or established.

Ongoing Advice Service

Example – Forrester-Hyde Model Portfolio Service (MPS)

This option is designed for those who wish to invest in one of Forrester-Hyde's Model Portfolios. This is because they may prefer their investments are subject to a higher level and frequency of review, backed by extensive research. Our Active Portfolio Range, to include Core, Ethical and Distribution, and Passive Plus Portfolio Range, are reviewed quarterly.

An investment of £200,000, into one of our Active Portfolios, incurs an initial charge of £3,000 at 1.5% and an annual charge to review of £1,700 at 0.85%.

Example – Managed Solution

This option is designed typically for those who require Forrester-Hyde to recommend and arrange an investment, and provide ongoing advice services. However, they may wish to select a simple, low-cost investment strategy, or one not managed by Forrester-Hyde, such as a Managed Solution.

An investment of £200,000 incurs an initial charge of £3,000 at 1.5% and an annual charge to review of £1,000 at 0.50%.

One-off and Transactional Advice

Example – Investment Advice

This option is designed for those who require Forrester-Hyde to recommend and arrange an investment, but do not wish or need to retain Forrester-Hyde to provide ongoing advice services.

An investment of £50,000 incurs an initial charge of £1,500 at 3%. No ongoing adviser charge will apply, and we will not subsequently review the product, unless agreed otherwise.

11. Review

We will not review investments we arrange for you unless you instruct us, or subscribe to our Ongoing Advice Service where you retain us to provide a retained service.

If you do not subscribe to our Ongoing Advice Service, we reserve the right to levy an Adviser Charge, or record and charge for our time, for any subsequent administration or advice provided. Our Adviser Charge in this scenario will be agreed with you in advance.

12. Terminating This Agreement

You or we may terminate this Agreement at any time upon giving 6 months' notice in writing, or such other shorter period we may agree.

At the termination date, you will remain liable for, and will pay us, on written demand the following sums:

- Any unpaid balance of an agreed Adviser Charge.
- An amount equivalent to the fee we would charge, calculated in accordance with your instruction on a time fee basis.
- All and any commission which has been paid, or may be payable to Forrester-Hyde Limited by a product provider, and which is reclaimed as a result of you terminating this Agreement.
- Termination will be without penalty and without prejudice to the completion of any transactions initiated prior to the termination date.

If you have agreed an Adviser Charge in advance, you will not be entitled to a proportionate refund. If you have agreed to pay time fees, we shall invoice you for our time up to the termination date.

13. Right To Cancel

You will usually have a 30 day cancellation period for a Life or Pension policy, and 14 days for most other products, to include investments. Cancellation rights and periods will be detailed in Key Features and Information documents provided to you in relation to any recommended product.

There may be occasions where no statutory rights are granted. However, this will be explained before any contract is concluded.

If you wish to cancel a contract, please contact us immediately. Please note, this may result in financial loss, particularly regarding investment products, as you may not get back the amount you originally invested due to market movements.

14. Data Protection

We are a Data Controller for the purposes of General Data Protection Regulation (GDPR). In order to advise you in compliance with regulation, we must obtain information from you about your financial and personal circumstance in order to assess your suitability for certain products and intermediation services. We also need to maintain records.

14.1 Data Disclosure

Unless you advise us otherwise, this information will be stored electronically, via a secure cloud-based system, and or paper files. You agree this information being disclosed to third parties who may include:

- Investment Platforms, Insurance Companies, Investment Houses, Associated Companies and Actuaries, for the purpose of processing any transaction you instruct us to undertake.
- Our regulator, the FCA, who have legal authority to review our records.
- Our Compliance Consultants, who help us to ensure that we abide by regulation.
- Platforms to enable secure, encrypted communication with you and third parties.
- Other professional advisers such as Accountants and Solicitors, who may have referred you to our firm, or to whom we may refer you for specialist advice when we consider it would be in your best interest.

In order to provide services to you, we may be required to pass your personal data to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case, we will take reasonable steps to ensure the privacy of your information.

We will not disclose your information to any other parties without your express permission in writing to do so. Our Privacy Notice is available in full at: <https://www.forrester-hyde.co.uk/privacystatement.php>

14.2 Electronic Communication & Data Security

Unless you instruct us otherwise, where appropriate, we will communicate with you and with third parties via email, or other electronic means, such as a secure, encrypted client portal. We will take every caution to ensure the security and confidentiality of your data through such means of electronic communication.

15. Professional Indemnity Insurance & Liabilities

15.1 Professional Indemnity Cover

We have Professional Indemnity cover for the protection of our Clients in the event there is found to be negligence on our part. This satisfies the level of cover stipulated by the FCA.

15.2 Liability Limitation

In the event of a claim arising from the professional services outlined in this Client Agreement, liability will be limited to £375,000 in respect of Forrester Hyde Limited, its Directors and Employees, whether arising in contract, tort, breach of statutory duty or otherwise.

Further, the Company will not be liable for any default by a counterparty, bank, custodian or other Institution which holds money, investments or other documents of title on behalf of you. This limit does not, however, apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of Forrester-Hyde Limited, the Directors or Employees.

We shall not be liable to you whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature, including without limitation any economic loss or other loss including but not limited to loss of turnover, profits, business or goodwill.

We will act with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by the Client - or the Client's agent - of incorrect or incomplete information, or your or others failure to supply any appropriate information, or your failure to act on our advice, or respond promptly to communications from us.

16. Financial Services Compensation Scheme (FSCS)

The FSCS was established to provide protection to consumers if authorised financial services firms are unable, or likely to be unable, to meet claims against them. The FSCS provides protection for claims against firms where the loss arises from bad or misleading advice, negligent management of investments or fraud or misrepresentation and the firm in question has been 'declared in default' by the FSCS.

16.1 Compensation Limits

The maximum levels of compensation are (figures correct as at 1 September 2022):

Product	Detail
Deposit Accounts	£85,000 per person, per authorised firm. There is an exception of cover up to £1m for 'temporary high balances' if the bank or building society fails (subject to conditions).
Investments	£85,000 per person, per authorised firm.
Home Insurance & Mortgage	£85,000 per person, per authorised firm.
Pensions	100% - for Pension providers, with no upper limit. £85,000 per eligible person, per authorised firm – for SIPP providers. £85,000 per eligible person, per authorised firm – for bad Pension advice.
Insurance	There is no upper limit on the amount of protection, but this is: 100% - for long-term insurance benefits, compulsory insurance, professional indemnity and certain claims for injury, sickness or infirmity of the Policyholder. 90% - for other kinds of insurance.
Insurance Advice & Arranging	There is no upper limit on the amount of protection, but this is: 100% - for compulsory insurance. 90% - for other kinds of insurance.

Further information can be found on the FSCS website: <https://www.fscs.org.uk/what-we-cover/>

16.2 Products not covered by the FSCS

Certain financial products and services are not regulated by the FCA, meaning clients purchasing them may not be entitled to the same levels of protection – this includes the FSCS. Where we aim to ensure that products or services recommended are covered by protections such as the FSCS, there may be some circumstances where they are not. We will only recommend products not covered under the FSCS if we believe the risk is acceptable, taking into account all potential benefits of such product or service, alongside your individual circumstances and objectives.

17. Money Laundering

Like all financial services firms, we are required by legislation and Anti-Money Laundering regulation to:

- Maintain identification procedures for clients and beneficial owners of clients.
- Maintain records of identification evidence and the work undertaken for the client.
- Report, in accordance with the relevant legislation and regulations.

We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act 2002 and includes concealing, converting, using or possessing the benefit of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.

We are obliged by law to report any instances of money laundering to the National Crime Agency without your knowledge or consent. In consequence, the firm's directors or staff will not enter into any correspondence or discussions with you regarding such matters.

We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the principles, rules and guidance published by the FCA.

18. Complaints

We take every care to provide the highest standard of service. However, if you wish to complain you may do so, either orally, in writing or electronically. Your complaint will be acknowledged in writing within 5 business days of it being received.

The relevant contact details for issuing complaints are provided below:

Complaint Method	Detail
Written	Matthew Barber (Compliance Officer) Forrester-Hyde Limited 1279 London Road, Leigh-on-Sea, Essex SS9 2AD
Orally	01702 432532
Electronically	matt.barber@forrester-hyde.co.uk

If, after we have reviewed your complaint, you remain dissatisfied, you have a right to refer your complaint to the Financial Ombudsman Service (FOS). You usually have 6 months from the date of our final response to refer your complaint to the FOS. Contact details for the FOS can be found on their website: **<https://www.financial-ombudsman.org.uk/consumers/how-to-complain>**

Full details of our complaints procedure are available on request.

19. Changes in Law

This Agreement is governed by, and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or your circumstances.

20. Force Majeure

Forrester-Hyde 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.

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21. Acceptance of Our Private Client Agreement

If you wish to engage Forrester-Hyde Limited to provide advice and intermediation services, please review this section, before signing and dating section 21.2 ('Declaration & Signatures'). **Please then detach this form and return for our attention. If you are signing this form digitally, then you can return the entire document.**

21.1 Fee Agreement

You agree to Forrester-Hyde Limited providing the following advice and intermediation services on your behalf:

****Example Only****

a) Pension & Investment Advice

Initial Fee

Amount (%)	
Amount (£)	
Payment Method	Product – Deducted from product directly <input type="checkbox"/> Direct - Cheque or Electronic Payment <input type="checkbox"/> <small>For direct payments, an invoice with our payment details will be provided. We ask that any invoices are settled within 30 days of receipt.</small>

Ongoing Fee – For Ongoing Advice Service (if applicable)

Amount (%)	
Frequency	
Payment Method	Product – Deducted from product directly <input type="checkbox"/> Direct - Cheque or Electronic Payment <input type="checkbox"/> <small>For direct payments, an invoice with our payment details will be provided. We ask that any invoices are settled within 30 days of receipt.</small>

b) Insurance (Non-Investment) & Mortgages

Payment Method	Commission – Paid via the product provider <input type="checkbox"/> <small>Please refer to the provider's Key Features and/or Illustration documents for details.</small> Direct - Cheque or Electronic Payment <input type="checkbox"/> <small>For direct payments, an invoice with our payment details will be provided. We ask that any invoices are settled within 30 days of receipt.</small>
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21.2 Declaration & Signatures

This agreement supersedes any previous agreement for the period covered. The terms it contains take effect immediately when you countersign the agreement and return it to us. If we are instructed to start work before receiving a signed copy of this agreement, we will treat your instruction as acceptance of the terms of this agreement, unless we hear from you to the contrary within 30 days of you giving us that instruction.

Further, the parties to this Agreement accept that if any provision is found by a Court or other competent Authority to be void the remainder of the Agreement will continue in force.

The parties to this Agreement confirm that each has read and understood the terms of the document 'Our Private Client Agreement' which contains the entire agreement between them.

21.3 Forrester-Hyde Limited

For & on behalf of Forrester-Hyde Limited	
Name	
Role	
Signature	
Date	

Forrester-Hyde Limited

1279 London Road
Leigh on Sea
Essex SS9 2AD

Tel: 01702 432532

E-mail: enquiries@forrester-hyde.co.uk

Web: www.forrester-hyde.co.uk

21.4 Client Signature(s)

Client 1	
Name	
Signature	
Date	

Client 2	
Name	
Signature	
Date	

Client 3	
Name	
Signature	
Date	