

Private Client Agreement

1. INTRODUCTION

- 1.1 The Financial Services Act 2012 (FSAct 2012) replaced the Financial Services and Markets Act 2000. The Act requires that, Forrester-Hyde Ltd ("We"), explain how We operate and the way this affects, the Client ("You"). The information is contained in this Client Agreement, which will take effect immediately it is signed and dated by You.

2. REGULATORY STATUS

- 2.1 Forrester-Hyde Limited, 19 Clifftown Road, Southend-on-Sea, Essex SS1 1AB is authorised and regulated by the Financial Conduct Authority "FCA". Our Financial Services Register Number is 476495. You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.
- 2.2 We offer independent advice which is unbiased and unrestricted and is based on a comprehensive and fair analysis of the relevant market to include the following products:
- Investment, Pension and Saving – "Retail Investment Products"
 - Insurance, Protection and Mortgage – "Non-Investment Products"

3. CLIENT CATEGORISATION

- 3.1 In providing intermediary services to You, We will categorise You as a 'Retail Client'. This means You will enjoy the highest level of protection under the FSAct 2012.
- 3.2 You have the right to request a different categorisation. However, this may result in the loss of some of the protections available under the FSAct 2012, such as the right to refer complaints to the Financial Ombudsman Service, FOS, as well as the right to receive specific information in respect of any investments We recommend or arrange on Your behalf.

4. CLIENT MONEY

- 4.1 We have chosen not to handle Client's money. This means We are unable to accept cash or a cheque made payable to Forrester-Hyde Limited unless it is in settlement of our fee and/or disbursements for which We have submitted an invoice to You.

5. CONFLICT OF INTEREST

- 5.1 We offer independent financial advice but an occasion may arise where We, or one of our other Clients 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 Your Instruction.

6. HOW YOU INSTRUCT US

- 6.1 We require You to instruct us in writing, to include email, but at our discretion will act on Your oral instruction, face to face or by telephone. Any non-written instructions will be confirmed by us to You in writing.
- 6.2 All communication with You will be in English, both in respect of oral and written communication.

7. THE INTERMEDIARY SERVICE WE PROVIDE

Our Intermediary Service involves the following:

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|-----|------------------------------|---|
| 7.1 | Step One – Fact Find:- | Gathering information about Your personal and financial circumstance and identifying Your financial objectives. |
| 7.2 | Step Two – Research:- | Collating information from the Providers of Products in which You invest and finding products that may be suitable for You. |
| 7.3 | Step Three – Report:- | Providing You with analysis identifying Your objectives, and confirming whether the Products in which You invest are the most suitable and are on target to deliver the outcomes You anticipate. |
| 7.4 | Step Four – Recommendation:- | Of Product(s) that may supplement or be more effective in enabling You achieve Your financial objectives. Providing Illustrations, Key Features and confirming the price at which these products can be arranged and reaffirming how We will be remunerated. |
| 7.5 | Step Five – Sale:- | Acting as an Intermediary between You and the Financial Service Provider in the execution of Product(s). |
| 7.6 | Step Six – Review:- | Monitor Your personal and financial circumstance and objectives. Determine that the Products You subscribe to remain appropriate and on target to deliver the outcome You anticipate. Act as an Intermediary between You and the existing and new Financial Service Providers in the execution of further Products. |

8. HOW WE ARE PAID FOR THE INTERMEDIARY SERVICES WE PROVIDE

- 8.1 Whether You buy a product or not You will pay us for the service we have provided.
- 8.2 We will agree with You in advance how We are paid and will ask You to sign and date a separate Agreement by way of acceptance.
- 8.3 Commission may be paid when Intermediating in the arrangement of Protection products that do not include an Investment element.
- 8.4 If You choose to pay us by commission, We will retain the amount in lieu of charging a fee. If the amount of commission is less than the fee We would have charged for providing the Intermediation Service, We reserve the right to charge you the balance. We will, however, agree the amount with You in advance and obtain Your consent in writing.
- 8.5 From 31 December 2012 we will not be paid commission when intermediating in the arrangement of Investment, Pension or Savings Products and a fee for our service will be payable.
- 8.6 You can choose how the fee is calculated from one of three options - an agreed amount (8.7)
- time fees (8.8)
- or as a percentage of funds under review (8.9)
- 8.7 We will discuss and agree the fee with You in advance, as well as the payment method.
- 8.8 Time fees are determined by the time we record and by our fee scale at 1 January 2013:

Directors	:	£250 per hour
Advisers	:	£175 per hour
Administration	:	£50 – 75 per hour

We will provide an estimate of time fees on instruction; however it is often not possible to gauge how many hours will be recorded, complications may arise, particularly if information needs to be obtained from a third party. As a consequence an estimate given in good faith will not be binding. We will not, however, incur You in cost over and above the estimate without obtaining Your written consent.

- 8.9 You may pay for our services by a combination of commission and fees. The actual amounts will be agreed in advance and will be determined by the Retail Intermediation Service you instruct us to provide. This will be confirmed in the Private Client Agreement – Supplement.
Fees may be expressed as a percentage of funds under review You may choose from four different service levels under our Wealth Management Programme, starting with Option 1: Buy-only to Option 4: Bespoke.

- 8.9.1 **Option 1:-** An entry level service designed for Clients who require Us to intermediate in the arrangement of a Product but do not require Forrester-Hyde Limited to review the product or give advice. In effect this is a “buy only” service and we will not subsequently review the product (step six of our Intermediation Service) to ensure it remains suitable.

Initial Fee : Up to 3%
Annual Fee : Nil

- 8.9.2 **Option 2:-** This service level is designed for Clients who require an ongoing Intermediation Service but want to contain cost. We offer a range of three Investment Portfolios: Cautious (low-medium risk), Balanced and Adventurous (medium-high risk). These Portfolios are pre-designed and will comprise Tracker Funds. The Portfolio is reviewed annually and the review and valuation sent to You.

Initial Fee : Up to 3%
Annual Fee : 0.625%

- 8.9.3 **Option 3:-** This level is the most popular appealing to Clients who want to invest in actively managed funds whilst remaining sensitive to costs.

The Forrester-Hyde Investment Committee chaired by our Investment Director design and actively manage a total of fourteen Portfolios, graded between low and high risk and geared to either capital growth or income:

Portfolio		Risk Rating	Type
Growth -	Conservative	Low	Core/Active
	Cautious	Low-Medium	Core/Active
	Balanced	Medium	Core/Active
	Assertive	Medium-High	Core/Active
	Aggressive	High	Core/Active
Income -	Cautious	Low-Medium	Income/Active
	Balanced	Medium	Income/Active
	Ethical	Low-Medium	Income/Active
Tactical -	Conservative	Low	Alternative/Active
	Balanced	Medium	Alternative/Active
	Aggressive	High	Alternative/Active
Passive -	Cautious	Low-Medium	Passive/Tracker
	Balanced	Medium	Passive/Tracker
	Assertive	Medium-High	Passive/Tracker

Under this option You will receive our global ‘Outlook’ quarterly by email. We review the asset allocation and underlying fund selection for each Portfolio and seek Your authority to rebalance when appropriate. This involves intermediating with Retail Product Providers on Your behalf throughout the year. We will meet with You annually to conduct a full review and You may contact us at any time by email, telephone or in person to discuss Your Portfolio.

Initial Fee : Up to 3%
Annual Fee : 1.00%

- 8.9.4 **Option 4:-** This is a Bespoke service for Clients who require a highly personal level of Service, to include an individually tailored Portfolio. This service level provides access to Collective Investment Schemes including Authorised Unit Trusts, Investment Trusts, Exchange Traded Funds and Structured Investment Products. Bespoke Clients receive our global ‘Outlook’ quarterly by email and We will meet with You biannually or more frequently, up to four times a year. You may contact us at any time by email, telephone or in person to discuss your Portfolio.

Initial Fee : Up to 3%
Annual Fee : 1.25%

- 8.10 An agreed fee is payable in advance and maybe subject to VAT if we are advising you and not intermediating to arrange a Product. If, however, we are providing an ongoing Intermediation Service which will lead to arranging further Products, for example under Step 6, Review of our Service Level Agreement, we are advised by HMRC that this Intermediation Service is not subject to VAT.

- 8.11 Fees paid annually to review and rebalance your Portfolio under Option 2, 3 and 4 of our Wealth Management Programme may be deducted and paid from the investment either annually in advance or by instalment monthly in advance.
- 8.12 If You choose to pay for our Intermediation Service by Commission arising from our arranging a Product or if You choose to pay for our Intermediation Service by fee, deducted from the investment product and for whatever reason You do not buy the product We will not be paid. Then You will be liable to pay us an amount equal to the commission that would have been paid by the Retail Product Provider or the agreed fee that would have been deducted from the Investment Product.

9. REVIEW

- 9.1 We will not review the Retail Investment Products we arrange for You unless You retain us to do so.
- 9.2 We reserve the right to charge a fee for the ongoing administration of any Retail Investment Product we have arranged on your behalf.

10. TERMINATING THIS AGREEMENT

- 10.1 You or We may terminate this Agreement at any time upon giving twelve (12) months notice in writing, or such other shorter period as we may agree. At the termination date You will remain liable for and will pay to us on written demand the following sums:-
- All and any commission which has been paid or may be payable to Forrester-Hyde Limited by a Retail Product Provider and which is reclaimed as a result of your terminating this Agreement.
 - An amount equivalent to the fee we would charge calculated in accordance with Your instruction on a time fee basis (see 8.8 above).
- 10.2 Subject to 10.1 above termination will be without penalty and without prejudice to the completion of any transactions initiated prior to the termination date.
- 10.3 If You have agreed to a fee 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.

11. DATA PROTECTION

- 11.1 We are a Data Controller for the purposes of the Data Protection Act 1998, DPA. 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 Retail Investment Products and Intermediation Services. We also need to maintain records and We may use information We hold about You to let You know about Retail Investment Products or Intermediation Services We feel may be of interest to You. Unless You advise us otherwise, We assume You agree that this information can be held on computer and/or paper files and that You agree to this information being disclosed to third parties who may include:-
- Insurance Companies, Investment Houses, Associated Companies and Actuaries for the purpose of processing any transaction You instruct us undertake.
 - Our Regulator, FCA, who have a legal authority to review our records.
 - Our Compliance Consultants who help us ensure We abide by regulation.
 - 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.
- 11.2 We will not disclose your information to any other parties without your express permission in writing to do so.

12. COMPLAINTS

- 12.1 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 to the Compliance Officer using the contact details shown at the end of this document. Your complaint will be acknowledged in writing within five business days of it being received at 19 Clifftown Road, Southend-on-Sea, SS1 1AB. If, after We have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 020 7964 1000 email: complaint.info@financial-ombudsman.org.uk
- 12.2 Full details of our complaints procedure are available free of charge upon request.

13. PROFESSIONAL INDEMNITY INSURANCE

- 13.1 We have Professional Indemnity cover for the protection of our Clients in the event there is found to be negligence on our part.
- 13.2 In the event of a claim arising from the professional services outlined in this Client Agreement liability will be limited to £250,000 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.
- 13.3 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.
- 13.4 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.

14. FINANCIAL SERVICES COMPENSATION SCHEME, FSCS

- 14.1 FSCS is an independent body created under the Financial Services and Markets Act 2000. The service is free to consumers and can pay compensation if a Firm is unable or likely to be unable to pay claims against it. FSCS covers business conducted by Firms authorised by the Financial Conduct Authority.
- 14.2 The maximum levels of compensation are:-
- 14.3 **Deposits: £85,000** per person per firm (for claims against firms declared in default from 1 January 2010).
100% of the first £85,000
- 14.4 **Investments: £50,000** per person per firm (for claims against firms declared in default from 1 January 2010).
100% of the first £50,000
- 14.5 **Long-term insurance (e.g. pensions and life assurance)**
The maximum level of compensation for firms declared in default
- on or after 1 January 2010 is 90% of the claim with no upper limit
- before 1 January 2010 is 100% of first £2,000 plus 90% of the remainder
- 14.6 **Home finance (e.g. mortgage advice and arranging): £50,000** per person per firm (for claims against firms declared in default from 1 January 2010).
100% of the first £50,000.
- 14.7 For further information go to: www.fscs.org.uk/what-we-cover/eligibility-rates/compensation-limits.

15. INVESTMENT PERFORMANCE

- 15.1 We will issue Personal Illustrations and Keyfacts for all business transacted in compliance with FCA rules in force at the time. The rates of return illustrated do not represent the upper or lower limits of the possible level of benefits.
- 15.2 What will actually become payable under a Retail Investment Product will depend on the future rate of return and the effect of charges inherent in the product. The value of a unit-linked investment may go down as well as up. A with profit investment may be subject to a market value reduction if surrendered before maturity. At maturity a terminal bonus may be payable, but is not guaranteed.
- 15.3 Past performance should not be seen as an indication of future performance and is only one of a number of factors to be considered when selecting a product provider. Other factors include financial strength, charges and flexibility.

- 15.4 Where You borrow against the maturing value of a Retail Investment Product to include life assurance, pension, authorised unit trust, investment trust or individual savings account, there is an inherent risk that if the investment under performs the value at maturity will not be sufficient to repay the loan in full and, as a consequence, when You borrow in conjunction with an investment product You should establish at the outset the target rate of return necessary to repay the loan in full and should monitor the actual performance against the target rate at regular intervals. Remember your home is at risk if You do not keep up repayments on a mortgage or other loan secured on it.
- 15.5 We will notify you separately of any specific risk factors that apply to the Intermediation Service we provide for you and whether the cost of our Intermediary Service depends on fluctuations in financial markets that are beyond our control.

16. MONEY LAUNDERING

- 16.1 We conform to the UK Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Crime and Security Act 2001 and FCA Rules. In addition We adhere to the guidance notes published by the Joint Money Laundering Steering Group. This requires Financial Institutions confirm the identity and place of residence of each Investor. This may require the sight of certain documents as well as checking a Credit Reference Agency, the Electoral Roll or Directory Enquiries in order to verify personal details. We are not able to invest funds on behalf of a Client until We have satisfied regulation.

17. LAW

- 17.1 English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.

18. DECLARATION AND CLIENT SIGNATURES:

- 18.1 The parties to this Agreement who are the undersigned understand that this supersedes any previous Agreement which may exist between them and accept that only those who are a party to the Agreement may enforce the Agreement. 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 Agreement which contains the entire agreement between them. Further, it is acknowledged and agreed that upon signing these terms and conditions of business a legally binding Agreement will exist between the parties.

CLIENT 1 NAME:

SIGNATURE:DATE.....

CLIENT 2 NAME:

SIGNATURE:DATE.....

FORRESTER-HYDE LIMITED :

SIGNATURE:.....DATE.....

**Forrester-Hyde Limited
Chartered Financial Planners**

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