

Client Agreement

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully and in conjunction with our **What we do and how we charge** document. If there is something you do not understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

- **Telephone:** 01865 292200
- **Email:** financialservices@shawgibbs.com
- **Website:** www.shawgibbs.com
- **In writing:** Head of Financial Planning, Shaw Gibbs Financial Planning, 264 Banbury Road, Oxford, OX2 7DY

This agreement sets out our respective obligations and should be read in conjunction with the information in our **What we do and how we charge** document and **Service Agreement Schedule** which have also been provided to you.

Section 4 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in section 5 (Services agreed).

1. Our obligations

Our recommendations

- Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.
- Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests.
- We will confirm any recommendations we make in writing, along with details of any special risks that may be associated with the products or investment strategies we recommend.
- Where we agree to provide you with a service that includes an ongoing review 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 meeting note following the review and, if relevant, any updated recommendations.
- Please be aware that investments can fall, as well as rise, and that 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.

Shaw Gibbs Financial Planning	
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Oxford	201 Great Portland Street
OX2 7DY	London W1W 5AB

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F: 01865 292 177	F: 020 3440 5001
E: financialplanning@shawgibbs.com	
www.shawgibbs.com	

Independent Financial Advisers Authorised and Regulated by the
Financial Conduct Authority. Reference No: 189227

Shaw Gibbs Financial Planning is a trading name of Shaw Gibbs Financial Services Ltd
Registered Office: 264 Banbury Road, Oxford, OX2 7DY
Registered in England and Wales No: 3490497



- 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.
- We may occasionally recommend investments that are not readily realisable. 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. There 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.

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 your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

Conflicts of interest

- Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, email, or in person. Our communications will be in English.
- We will always ask you to confirm your instructions to us in writing, which may include email, as this helps to avoid any future misunderstandings.
- Shaw Gibbs will continue to use the title "partner" to describe both employees, directors and other senior professionals employed by Shaw Gibbs Financial Planning, Shaw Gibbs Limited and other associated Shaw Gibbs companies with equivalent standing, experience and qualifications. However, the use of this title should not be seen as indicating that any relationship of a partnership has arisen between the people of Shaw Gibbs Financial Planning or between Shaw Gibbs Financial Planning and you.

2. Your obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

- Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Payment for services

- By signing this agreement you are agreeing to pay the fees for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.
- Our fees are payable once we have completed our agreed work and, unless payment is facilitated by a platform or product provider, must be settled within 14 business days of the invoice date.
- In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates 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 charge the time spent on this business at our hourly rates at the time the work was undertaken, less any commission not repaid, subject to this not exceeding the total amount of commission received in the first place.
- 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 services are optional, but if you agree to contract for an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- Our fees for ongoing services are payable annually in advance however, where the fees are taken as a percentage of funds under advice and paid by a platform or product provider, we will be paid 1/12th of the annual percentage each month based on the fund values each month. Unless payment is facilitated by a platform or product provider, our fees are payable within 14 business days of the invoice date.
- Ongoing services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) 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.

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.

3. Cancellation and amendments

Ending this agreement

- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- We may terminate this notice by giving you at least 20 business days' written notice.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.
- Where a fixed fee is agreed and this agreement is terminated prior to completion of the work authorised, you will be charged for time spent at our hourly rates applying at the time subject to this not exceeding the fixed fee agreed.

Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case we will write to you with details of the changes at least 28 business days before the changes are to come into effect.

Product cancellation rights

- Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

4. Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. www.fca.org.uk. Our firm reference number is 189227.
- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.
- You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we will treat you as a **retail client** for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
 - **Telephone:** 01865 292200
 - **Email:** financialplanning@shawgibbs.com
 - **In writing:** The Compliance Officer, Shaw Gibbs Financial Planning, 264 Banbury Road, Oxford, OX2 7DY
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services businesses and their clients. Full details are available at www.financial-ombudsman.org.uk.

- If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.
- You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

Investments - eligible claims for most types of investment business are covered for up to a maximum of £85,000.

Insurance - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

- Further information is available from the FSCS at www.fscs.org.uk.

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 does not affect our obligation to act in your best interests. Please ask us if you want further details.

5. Services agreed

Initial service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	
Financial Planning			
Implementation (if applicable)			
Specialist advice			
Protection Planning		Pay by commission	Y / N
		Total agreed fee to be paid directly by you (if applicable)	£

Ongoing services	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below	

6. Declaration

- I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Date of issue	
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Client name(s):	
Client signature(s):	
Date:	

Signed on behalf of Shaw Gibbs Financial Planning

Adviser name	
Adviser signature:	
Date:	

Appendix A - Protecting your personal information

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we will need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- Our Privacy Notice can be accessed at the following internet address <https://www.shawgibbs.com/cookies>. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements please speak to us.

Consent

Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to transfer information to third parties or process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I / we consent to the transfer of my information to third parties or processing of sensitive personal data as far as it is necessary for the services I / we require from Shaw Gibbs Financial Planning

Client name(s):	
Client signature(s):	
Date:	

Please note that you may withdraw this consent at any time by notifying us at our main business address. Please also note that although you may withdraw consent for us to process your personal data, where we have a regulatory or legal requirement to continue to hold this data in relation to services provided or products implemented through our firm, we will continue to do so.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information. This includes Shaw Gibbs Limited and other Shaw Gibbs companies, where you have contracted with them for accountancy, tax, or other services.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by:

Email Telephone Text message Post

We also produce newsletters and other materials intended to inform or educate which we would like to send you, and hold seminars and other events of an educational or social nature which we would like to keep you informed of. In order to do this we require your consent by agreeing to one or all of the options:

I / we wish to receive newsletters and other educational materials by:

Email Post

Client name(s):	
Client signature(s):	
Date:	

Please note that you may withdraw this consent at any time by notifying us at our main business address.