



## Client Agreement for Mayfair Independent Limited

PO Box 7710, 22 South Molton Street, Mayfair, London, W1A 8BY Tel: 020 7499 5550 enquiries@mayfairindependent.co.uk

Your adviser is **independent** and will **act on your behalf** in advising you. As your adviser is independent, they can advise you on various products from different companies (i.e. the whole of the market).

### OUR SERVICES

Mayfair Independent Limited is permitted to advise on, arrange and make arrangements with a view to transactions in non-investment insurance contracts, investments (including pensions) and regulated mortgage contracts. With regard to investments (including pensions) which we arrange for you, these will not be kept under review unless you request us to do so. A review can be provided through the provision of our ongoing advice service or alternatively you may choose to contact us in the future when you require a review. If you agree to take our ongoing service, this can be terminated at any time. For any services provided we will be acting on your behalf unless otherwise stated.

Mayfair Independent Limited **does not handle client' money**. We never accept a cheque made payable to us or handle cash. If you do send us money, this will delay your transaction as we will have to return this money to you.

### REGULATORY STATUS

Mayfair Independent Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 191568. Our permitted business is: to advise on, arrange and make arrangements with a view to transactions in non-investment insurance contracts, investments (including pensions) and regulated mortgage contracts. You can check this on the Financial Services Register by visiting the FCA's website – [www.fca.org.uk/register](http://www.fca.org.uk/register) - or by contacting the FCA on 0800 111 6768.

### COMPANIES ACT DISCLOSURE

Registered in England No: 03889260. Registered Address: 29 Wood Street, Stratford-Upon-Avon, CV37 6JG.

### CLIENT CATEGORISATION

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service (FOS).

Where we have categorised you other than as a Retail Client, you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have the right of access to the Financial Ombudsman Service.

Further information in respect of the Financial Ombudsman Service is available on their website [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

### CAPTURING YOUR NEEDS

We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective it is important that you are open and frank with us and provide us with all of the necessary information that we will need to deliver a service that reflects your needs e.g. any existing mortgages or other loans you may have. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us to identify any specific needs regarding the methods by which we deliver our services to you. This may include additional ways of communication to those that we usually use as set out in the next section entitled "means of communication".

Further information on how we collect and use your personal data is set out in the separate Data Privacy Notice that we have issued to you.

### MEANS OF COMMUNICATION

We will communicate with you in English, both verbally and written in all cases. We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, paper, email and other acceptable electronic communication methods. For any of our clients who are visually impaired, on request we will provide information in a larger print format.

We consider e-mails to have the same status as written documents on the understanding these are received from a previously confirmed e-mail address. We are unable to provide a guarantee that any e-mail sent will be received, or that the contents of any such messages will remain private during internet transmission. We accept no liability for any damages that you or any others may suffer as a result of the alteration or loss of confidentiality of any e-mailed information. We virus scan all e-mails but will not be responsible for any damage caused by a virus or alteration by a third party after it is sent. We recommend that you employ virus protection measures when accessing communications from us.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.

## **RECORDS OF COMMUNICATIONS**

We are required by our regulators (the FCA) to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments.

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, email, SMS, business to business devices and mobile devices applications.

A copy of our call recording policy is available upon request.

## **INVESTMENT OBJECTIVES & RESTRICTIONS**

Following the issue of this document any subsequent advice or recommendation offered to you will be based on your stated investment objectives, agreed level of risk you are prepared / able to take and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability letter which we will issue to you to confirm our recommendation(s). Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## **CLIENT RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not necessarily a guide to future performance.

## **HOW WE CHARGE YOU FOR OUR SERVICES**

The method of paying for our services will depend on the type/level of service(s) provided. We will discuss your payment options with you and answer any questions you may have. We will agree the basis, frequency and method of any charges with you in writing before we carry out any work that you will be charged for.

Details and examples of the costs of our services are included within our 'Services and Costs Disclosure Document'. We will not charge you anything until you have agreed on how much we are to be paid. We will inform you if you have to pay VAT.

## **FURTHER CONTACT AND ADVICE**

We will confirm to you in writing the basis of our service and the reasons for recommending any transactions transmitted or executed on your behalf. Where we have arranged and implemented any investment for you, we will agree an ongoing service level based on your circumstances and needs, and the level of charge you are willing to pay. If you do not agree to an ongoing service at the time of implementation, we will **not** monitor or review the appropriateness of the advice provided nor provide any future advice. We will of course be pleased to advise you again in the future at your request, subject to our normal fee levels applicable at that time.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## **NOMINEE & SAFE CUSTODY SERVICES**

We do not safeguard or administer client assets but we may arrange business through an online service commonly known as a platform, which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party's nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment – we will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party's nominee.

For non-platform business we will make arrangements for your investments to be registered in your name unless you first instruct us otherwise in writing.

## **RIGHT TO WITHDRAW**

In the case of many retail investment products – such as life assurance contracts, personal pension schemes, investment bonds and collective investment arrangements (e.g. unit trusts/OEICs), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features Document) and/or we may provide details of such rights in a separate communication.

In the case of any non-retail investment products, we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## ENDING YOUR RELATIONSHIP WITH US

You, or we, may terminate our agreement to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided / transactions already initiated which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made and/or services carried out prior to termination and any adviser charges or other fees which may be outstanding.

## CONFLICTS OF INTERESTS

Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

Mayfair Independent Limited will take all appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firms' conflict of interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.

## BEST EXECUTION POLICY

It is in the interests of our clients and Mayfair Independent Limited that we obtain the best possible result when placing orders with other firms (eg product providers/platforms) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. a share ISA. We are required under the rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

## WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please write to us:

**...in writing:** Write to Jonathan Dickinson, Mayfair Independent Limited, PO Box 7710, 22 South Molton Street, London, W1A 8BY  
**...by phone:** 020 7499 5550  
**...by email:** [dickinson@mayfairindendent.co.uk](mailto:dickinson@mayfairindendent.co.uk)

If we are unable to resolve a complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

## 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 or the providers with whom we arrange products were to go out of business. This depends on the type of business and the circumstances of the claim.

**Investments** - Most types of investment business are covered up to a maximum limit of £85,000. For Investment based insurance/long-term insurance provision e.g. pensions and investment bonds, the maximum level of compensation for claims against provider firms declared in default on or after the 3<sup>rd</sup> July 2015 is 100% of the claim with no upper limit.

**Insurance** - *General insurance* – General insurance advice and arranging is covered for 90% of the claim with no upper limit. Protection is at 100% where claims arise in respect of compulsory insurance (e.g. employer's liability insurance), professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder. Protection is at 90% where claims arise under other types of policy with no upper limit.  
*Long term insurance benefits (eg Life Assurance)* - The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.

**Mortgages** - Mortgage advising and arranging is covered up to a maximum limit of £85,000.

Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY  
Telephone: 0800 678 1100 International Customers Telephone: +44 207 741 4100

**THIRD PARTY RIGHTS**

This Client Agreement excludes any rights which may be conferred upon third parties by The Contracts (Rights of Third Parties) Act 1999.

**DATA PRIVACY NOTICE**

Please refer to the separate Data Privacy Notice that we have issued to you that sets out how we collect and use data about you.

**CLIENT CONSENT**

This is our standard Client Agreement upon which we intend to rely. For your own benefit and protection, you should read the terms carefully as upon issue you consent to the terms contained within. If there are any terms within this agreement that you do not understand, please ask for further information.

This Client Agreement will come into effect from the date of issue of this agreement. Upon receipt, you understand and consent to the above terms and hereby authorise the transfer of information, as described on our Data Privacy Notice, on a confidential basis when warranted between such third parties.