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Chorus Independent Financial Planning is a trading name of Gavin Southwell

Terms of Business

v. Feb 2018

This document sets out the basis on which we will conduct business with you and on your behalf. It is an important document and we ask that you read it carefully. If you are unsure of any of its terms please ask.

The terms of this document come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by us or you, or replaced by a later version.

Gavin Southwell t/a Chorus Independent Financial Planning is an appointed representative of The Tavistock Partnership Limited, which is authorised & regulated by the Financial Conduct Authority (FCA) under number 519014. Chorus Independent Financial Planning ('the Firm') has an FCA number of 623229. You can check this on the Financial Services Register by visiting www.fca.org.uk/register/ or by contacting the FCA at 25 The North Colonnade, Canary Wharf, London, E14 5HS or telephone 0800 111 6768 (freephone), or by contacting The Tavistock Partnership Limited at The Lypiatts, 15 Lansdown Road, Cheltenham, GL50 2JA.

THE RANGE OF OUR ADVICE AND FINANCIAL PLANNING OBJECTIVES

We are permitted to give advice on retail investments, mortgages, equity release mortgages, and general insurance and arrange transactions in these products. For retail investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.

We offer independent investment advice. This means that we consider a sufficient range of relevant strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients. For mortgages we provide independent advice.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The products we can advise on include:

- Annuities
- Auto-enrolment
- Critical Illness Cover
- Discretionary Managed Portfolios
- Enterprise Investment Schemes
- Ethical Investments
- Estate Planning Products
- Exchange Traded Funds
- Equity Release Schemes
- Home Reversion Schemes
- Income Protection
- Inheritance Tax Products
- Investment Bonds
- Investment Trusts
- ISAs
- Life Assurance
- Lifetime Mortgage
- Long Term Care
- Mortgages
- Offshore Investments
- Offshore Pensions
- Open Ended Investment Companies
- Personal Pensions
- Phased Retirement & Income Drawdown
- Private Medical Insurance
- Self-Invested Pensions (SIPPs)
- Small Self Administered Schemes (SSASs)
- Structured Deposits
- Structured Products
- Term Assurance
- Unit Trusts
- Unregulated Collective Investment Scheme (UCIS)
- Venture Capital Trusts
- Whole Life Cover

So that we can recommend suitable products or services for you, it is important for us to gather information that is up-to date, accurate and complete. Prior to making any recommendations, we will undertake a suitability assessment to enable us to act in your best interest. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. 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.

You hereby acknowledge that in the event of the firm assisting you in the completion of any investment, mortgage or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the insurance, mortgage or investment policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated investment objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.

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 (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.

We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.

We will outline from the outset whether our advice will cover your entire financial planning needs or focus on specific areas giving consideration to any restriction you place on our advice.

We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or

application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

CUSTOMER CLASSIFICATION

The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. **The firm proposes to classify you in accordance with FCA rules as a Retail Client and the regulatory protection available to you will be the highest available.** This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

THE COST OF OUR SERVICES

You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. For payment options relating to investment advice, please refer to the next paragraph. For payment options relating to insurance advice, please refer to paragraph headed General Insurance. Value added tax may be payable on some or all of the work we do. We will inform you if VAT is applicable.

FINANCIAL PLANNING ADVICE

When paying by fee, you will pay us for our advice and services (whether you buy a product or not) at an amount or a rate agreed before we commence any work. Our fees may include VAT. Where this is the case you will be informed and invoiced accordingly.

Our hourly rates are:

Financial Planner	£150 per hour
Administrator	£75 per hour

Our fixed fees are:

Initial Meeting:	Covered at our own cost
Care Fees Annuity Assessment:	£350

These fees are subject to review annually on 1 January. We will always provide you with a breakdown of our estimated fee and agree this with you prior to undertaking any work.

Our fees as a percentage of funds invested are:

Amount Invested	% Fee
Any amount	3

You may wish to set a fixed amount of fees that cannot be exceeded without further reference to you, in which case please speak with your Adviser. Where charging a fixed fee we will provide you with a fee agreement showing the fee that will be payable for the agreed service being provided. Where charging an hourly rate we will provide a letter of engagement to indicate how much we might charge in total.

AGGREGATED CHARGES & COSTS

We will add together all the costs and charges payable in relation to the service we are providing you with (initial and/or ongoing) so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information. Our advice charges will be agreed with you in our letter of engagement and aggregated costs and charges will be confirmed to you in our suitability report before any transaction is completed.

INITIAL ADVICE CHARGE

For our initial advice service, you will pay our charges either as a percentage of the funds invested, transferred or as a fixed fee or as an hourly rate, as previously detailed.

Here are some examples of how our charges typically apply:

Service description	Charges
Advice Report – for example for investment or retirement options (without implementation)	Fixed Fee - our typical charge for a simple report could be £500 Fixed Fee – our typical charge for a complex report could be £1,500
Implementation of Investment, Pension contribution or Transfer	Percentage Fee 3% - if you invested or transferred £20,000, our fee would be £600 according to the final fund value
Financial Planning Report (without implementation)	Hourly Rate Basis – for a full investment or retirement strategy this might involve: Adviser: 4 hours @ £150 per hour = £600 Administrator: 2 hours @ £75 per hour = £150 Total fee = £750

YOUR PAYMENT OPTIONS

Settling your adviser charge through a single payment

On completion of our work you will be required to settle the payment of our fees within 7 days. We accept cheque or direct transfer payments. We do not accept payment by cash. You will be provided with a receipt upon payment.

Paying through other arrangements

You can choose to pay your adviser charge by standing order on a monthly basis. The adviser charge can be paid up to a maximum of 12 instalments on the 1st day of each month from your bank account. The adviser charge will be taken in equal instalments.

Keeping up with your payments

If you fail to keep up repayments of the adviser charge we will terminate our relationship and we will take steps to recover from you what has been contracted.

You may elect that we are remunerated by fees and offset fees (paid by a product provider). The actual amounts will depend on the service provided to you but will be in line with the arrangements set out above headed 'Financial Planning Advice'.

The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work and we will tell you if you have to pay VAT. The fee will become payable on completion of our work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

PURE PROTECTION PRODUCTS

If you buy a protection product you may elect that we are remunerated by commission. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a 'product charge' which you pay when you purchase the product. Product charges pay for the product provider's own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, as in the following example:

If you were to pay £40 per month towards a Life Assurance policy with a sum assured of £250,000 we may receive commission in advance of 39.20% of the first four years' worth of premiums, or £752.67, followed by 2.5% of each premium, being £12 per year.

ONGOING ADVICE CHARGES AND SERVICES

We offer the Chorus Investment Review Service. This is optional, and if you request this service, you will pay our charges, typically as a percentage of the funds under management subject to a maximum of 0.5%. Where we agree to provide you with a service which includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. We will make contact with you and 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

PAYMENT OPTIONS

Ongoing charges can be paid in a number of ways:

- A regular fee paid by standing order.
- Via deductions from your investment on a monthly, quarterly, six-monthly or annual basis, where the product/provider allows.
- For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it is important to maintain sufficient cash in that account to cover charges as they fall due.

Where our ongoing charges are on a percentage basis, the monetary amount may increase as the size of your fund grows. Please note market performance fluctuations in the value do not automatically affect the service level.

Here are some examples of how our charges typically apply:

Service description	Charge
Chorus Investment Review Service – our annual ongoing charge is 0.5% of the total market value of the funds that we manage on your behalf	For a fund of £500,000 our fee would be 0.5%, or £2,500
	For a fund of £100,000 our fee would be 0.5% or £500
	For a fund of £50,000 our fee would be 0.5% or £250

OTHER CHARGES

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis.

For example:

- **Service costs:** If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.
- **Investment costs:** These are the costs relating to the creation and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.
- We'll always disclose any third-party costs as part of making our recommendations.

MORTGAGES

Our Fees for Mortgages Advice

In accordance with the regulatory requirements for providing mortgage advice, lifetime mortgages and Home Reversion Schemes there is:

- A fee of £595 payable when your application is submitted. We will also be paid commission from the lender.

Refund of fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- No refund if you decide not to proceed.

GENERAL INSURANCE

For general insurance advice we do not charge a fee. Following arrangement of new insurance cover we will receive commission from the insurance provider.

We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.

In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

CLIENT MONEY

For your additional security we do not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the provider.

ACCOUNTING TO YOU

We will make arrangements for all your investments/contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your policies 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.

BEST EXECUTION

In transmitting applications on your behalf to third parties (e.g. to put an investment into force), we will take all reasonable steps to ensure that we obtain the best possible result for you.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We subscribe to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website www.fscs.org.uk. As at 1 January 2018 the limits are:-

Investment

Most types of investment business are covered for 100% of the first £50,000.

Insurance

- Insurance Business: there is no upper limit on the amount of protection. (for claims against firms declared in default from 3 July 2015).
- Long-term insurance benefits are protected 100%. Claims under compulsory insurance, professional insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%
- Protects 90% of other types of claim with no upper limit.

Home finance products (mortgages, lifetime mortgages, and home reversion schemes)

Advising on or arranging house purchase finance is covered for 100% of the first £50,000 (per person).

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

UNREGULATED FINANCIAL PRODUCTS

Our services may also include advice on investments relating to, or executing transactions in unregulated financial products including non-mainstream pooled investments such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you considering your personal circumstances and the financial resources available to you.

COMPLAINTS

If you should have any complaint about the advice you receive or a product you have bought please write or call:

The Compliance Director
The Tavistock Partnership Limited
The Lypiatts, 15 Lansdown Road
Cheltenham
GL50 2JA

Telephone: 01242 420011

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

PRODUCT CANCELLATION RIGHTS

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether any right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract. Instructions for exercising the right to cancel, if applicable, will also be contained in the relevant product disclosure information which will be provided to you. In certain circumstances, there may be no right to cancel at all or where there is a right to cancel you might not get back the full amount you invested.

CONFLICTS OF INTEREST

Occasions may arise where we have, or one of our other clients may have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of any of our other clients conflict with your own interests, we will write to you and obtain your consent to proceed before we carry out any business for you. We will also detail the steps we will take to ensure that you are treated fairly.

We have a conflict of interest policy, a copy of which is available on request.

The Tavistock Partnership Limited is part of a group structure that includes Tavistock Wealth Limited.

Tavistock Wealth Limited is an investment management firm authorised and regulated by the Financial Conduct Authority (FCA Number 568089).

The Tavistock Partnership Limited operates a Centralised Investment Proposition that is managed by Tavistock Wealth Limited.

Tavistock Wealth Limited manages a range of investment funds. Allocations of these funds are then combined to create a series of risk progressive portfolios (known as PROFILES) which operate within specific volatility parameters. Should a recommendation be made for you to invest in any PROFILE, then you will be provided with a Client Terms document that sets out how Tavistock Wealth Limited manages the PROFILES. We recognise the potential conflict of interest operating within a group structure and maintain robust systems and controls to mitigate the risks.

The Tavistock Partnership Limited will be responsible for the suitability of the advice given to you.

CENTRALISED INVESTMENT PROPOSITION (CIP)

Tavistock Wealth Limited provides our “group” investment arm. Where organisations have such a facility it is often referred to as a Centralised Investment Proposition (CIP). Having assessed your needs, the use of the CIP may be recommended; however, the CIP will not be suitable for all clients.

BENEFITS WE 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 (eg. 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 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 require further details.

INVESTMENT PERFORMANCE & RISK

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 and in our Suitability Report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable.

For mortgages please be aware that **your home may be repossessed if you do not keep up repayments on your mortgage.**

For equity release mortgages/Home Reversion schemes, to understand the features and risks, ask for a personalised illustration

For insurance products, **your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.**

TERMINATION OF AUTHORITY

You or we may terminate our authority and/or this 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 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 prior to termination and any fees which may be outstanding.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

DATA PROTECTION & PRIVACY POLICY

We have a legal obligation to comply with the Data Protection Act in relation to personal data which we hold about you.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

We collect relevant data about you (including your family and businesses where appropriate) during our initial and other meetings with you. We will also collect data about you where necessary from other people. We collect the data through note-taking and filling in of questionnaires about you and your circumstances. Some of the information that we process may be sensitive data (such as information relating to health or medical information).

We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.

We also make checks with organisations with whom you have policies of insurance and investments and with your mortgage provider. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

HOW WILL WE USE THE INFORMATION ABOUT YOU?

Primarily, we use your data to provide advice to you and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationship with you.

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would be referral to local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. We, and any third-party specialist advisers to whom we introduce you to, will, of course, pass your data to organisations when you agree to purchase or amend policies and products.

We will retain your data in accordance with law and regulation. For instance, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for the differing product types and classes of data, please contact us. We may be required to share your data with our regulator and other third parties including our auditors or insurers.

We are registered under the Data Protection Act 1998. You acknowledge and understand that we keep personal and financial information about your circumstances on file (electronic and/or paper based) as required to be able to advise you on your financial planning needs.

We confirm that this information will not be used or transferred by us to any other firm, company, entity or person with the exception of The Tavistock Partnership Limited (or any other company within the same group of companies) and the product provider without your consent or as may be required by law. We may also provide information to the FCA upon request for regulatory reasons.

Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

Where we transmit your personal information electronically, we shall ensure that we do so confidentially via secure means such as our secure client portal or by using encryption.

MARKETING

We provide advice on a wide portfolio of financial products. We believe these are some of the best and most appropriate in the marketplace. We would like to be able to contact you so that we can advise you of new products that might be suited to you. We also may advise you of any developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware. We stress that your information would only be used in this way to help us to provide a pro-active service to you.

There may be times when we feel that a service or product may be of interest to you. To make you aware of these services or products, we, insurers or third parties may wish to contact you so that you can make informed choices about your finances. Please indicate your preferences over the page.

ACCESS TO YOUR INFORMATION & CORRECTION

We cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes. We want to make sure your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please do not hesitate to contact us. We may make a small charge for this.

GOVERNING LAW & JURISDICTION

LIABILITY

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

DECLARATION – CLIENT COPY – PLEASE SIGN, DATE AND KEEP FOR YOUR RECORDS

This is our 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/We understand and consent to the terms of this document.

- I/We authorise you to record, store and transfer relevant personal information pertinent to my/our financial planning requirements, on a confidential basis, between such third parties and to enable you to verify our information with organisations.

We would like to be able to contact you so that we can advise you of new products that might be suited to you and any developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware.

- I /We authorise you, or any company associated with you, to contact us for marketing purposes as detailed above.

Where you consent to us contacting you for any of the above purposes, please indicate below how you would prefer us to contact you:

- Post Telephone SMS message (non-personal info only) Email (non-personal info only)

Client Name		
Client Signature		
Date		

Signed for and on behalf of the Firm:

Adviser	
Adviser Signature	
Date of issue	

DECLARATION – ADVISER COPY – PLEASE SIGN AND RETURN ONLY THIS PAGE TO CHORUS

This is our 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/We understand and consent to the terms of this document.

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Client Name		
Client Signature		
Date		

Signed for and on behalf of the Firm:

Adviser	
Adviser Signature	
Date of issue	