

### **INVESTMENT SERVICES**

Clayden Associates is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

**Clayden Associates does not handle clients' money.** We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice). If you do send us money, this may delay your transaction as we may have to return this money to you.

In order to confirm your identity we may use electronic verification services.

### **REGULATORY STATUS**

Clayden Associates is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 433784.

You can check this on the FCA's Register by visiting the FCA's website – [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0800 1116768.

### **CLIENT CATEGORISATION**

In providing investment services to you, we will categorise you as a 'retail client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'retail client' the regulatory protections available to you are determined by this category and will be the highest available.

Where we have categorised you other than as a 'retail client' (see above), 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 a right of access to the Financial Ombudsman Service.

### **CONFLICTS OF INTEREST**

Clayden Associates offers advice in accordance with that disclosed to you in our Initial Disclosure Document. Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

### **TERMINATION OF AUTHORITY**

You or we may terminate our authority 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 the 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 fees which may be outstanding.

## **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), 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 (e.g. an ISA wrapper), 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.

## **CLIENTS 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 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.

### Advised services

For advised services, you will be charged an adviser charge. The actual amount will depend on the service(s) provided to you and the amount will be agreed with you before we carry out any work that we will charge you for. Our 'Services and Payments Agreement' that we will issue to you, will contain details of how much you will be charged and how payment is to be made.

### Non-advised services

For non-advised services, if commission is available to us, you can choose to pay us by allowing us to keep the commission, or by paying us an adviser charge instead. If you choose to pay via commission, we will tell you how much the commission is before the transaction is completed. If you choose to pay an adviser charge, we will agree its basis, frequency and method with you in writing before we carry out any work that you will be charged for.

Examples of the costs of our services are included within the '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.

## **ACCOUNTING TO YOU**

We will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

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.

## **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 identified during our discussions with you and confirmed within the suitability report that 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.

*'Clayden Associates' is a trading name of Clayden Associates Limited.*

*Clayden Associates, Unit 9, The Business Centre, 33 Chapel Street, Buckfastleigh, Devon TQ11 0AB*

*tel: (01364) 643003 fax: (01364) 644297 website: [www.claydenassociates.co.uk](http://www.claydenassociates.co.uk)*

*Clayden Associates Limited are registered in England & Wales under number 5396590. Registered Office as above.*

*Authorised and regulated by the Financial Conduct Authority.*

## **BEST EXECUTION POLICY**

It is in the interests of our clients and Clayden Associates that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Services 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.

## **MODE OF COMMUNICATION**

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

## **DATA PROTECTION STATEMENT**

### **DATA PROTECTION ACT 1998 – HOW WE USE YOUR PERSONAL INFORMATION**

We collect data about you and your family during our initial and other meetings with you. We will also collect data about you and your family from other people. We collect the data through note-taking and filling in of questionnaires about you and your family’s circumstances.

*We may make checks with credit rating agencies to authenticate and verify your identity and credit status. 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 is your information used?

Primarily, we use your data and data about your family’s circumstances 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 referrals 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, will, of course, pass your data to organisations when you agree to purchase or amend policies and products.

We will retain your data according to the statutory requirements for regulated products. 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 various product types please contact us and we will obtain the latest legal position on your behalf.

We may be required to share your data with our regulator and other third parties including our auditors or insurers.

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### Your right to a copy of your personal data

Under the Data Protection Act you have a right, on payment of a fee, currently £10, to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

Thank you for your time and I confirm that we are at all times committed to making sure that, as you are a customer of a company authorised directly by the FCA, you receive the best service and products available in the marketplace.

### Our products and services

We have a wide portfolio of financial products available to us. 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. In order 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 using the boxes below.

**We would like to give you details about other products or services that we think you will be interested in. If you are happy for us to do this, please tick the relevant boxes below:**

via telephone  via post  via email  via SMS

**We would like to give your details to carefully selected third parties so they can contact you about their products and services via telephone, post, email and SMS.**

**If you are happy for us to do this, please tick this box:**

**You may inform us at any time if you no longer wish to receive this information from us.**

### CLIENTS 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 before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature box' below, unless otherwise stated.

I confirm that I have received a copy of Clayden Associates' Key Facts About Our Costs and Services Document

Client name(s) \_\_\_\_\_

Client signature(s) \_\_\_\_\_

Date of signature(s) \_\_\_\_\_

Date of issue \_\_\_\_\_

(Version 01-2014)