



Client Agreement

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully. If there's something you don't understand please ask us to explain it

Our Obligations

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'.

For orders in collective investment schemes (e.g. unit trusts), 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.

Conflict of interests

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.

We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

Website Access And Electronic Records

We will use all reasonable endeavours to ensure the accuracy of any information placed on our website. The values quoted will rely on data provided by third parties and this cannot be updated on a real-time basis and so we can make no representation, or provide any warranty, about the accuracy of the financial information contained on the site. Please contact us for a written valuation if you require one. Errors and omissions excepted (E&OE). Best endeavours will be made to ensure that the website is available 24 hours a day 365 days a year. However the site may become unavailable due to maintenance, upgrade or circumstances outside of our control. We do not accept any liability for any losses or damage arising due to the unavailability of the website.

Your Obligations

Instructions

Our advice will be based on the information that you give so it's 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 the appropriate advice. **If you limit the information provided it could affect the suitability of the advice we give.**

Payment for services

By signing our Service & Payment agreement you will be agreeing to pay the charges for our services as set out in our costs and services agreement which you will receive prior to any advice being provided to you.

Legal & Accounting

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.

Cancellations

If you have elected to pay for the advice you receive via instalments (i.e. if you are investing via a regular premium contract) the full amount of the adviser charge will need to be paid irrespective of whether:

- » the recommended products) is / are cancelled before the amount is fully paid and / or
- » you subsequently decide to transfer your business to another firm / financial adviser

Any outstanding amounts, as at the date of cancelling the recommended product /transferring to another firm or adviser, will be due to be paid in full within 28 business days of the termination/transfer date. An invoice will be raised for the full outstanding amount. As the product provider will be facilitating payment of the agreed initial adviser charge in the event of you cancelling this contract, the product provider may choose to refund the investment 'net' or 'gross' of any agreed adviser charge.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we will write to you with details of the changes at least twenty eight business days before they are due to take 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.

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, Stratford, London, E20 1JN. www.fca.org.uk.

Our firm reference number is **419331**.

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: **023 9223 1448**

Email: concerns@harwoodwealth.co.uk

In writing: The Complaints Officer, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire PO7 7SE

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 business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for clients 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 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 a 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.

Compass Wealth Management Consultants Limited, registered in England: 04214287, is wholly owned by Harwood Wealth Management Group PLC.

Privacy Notice

This privacy notice explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information about you when you engage us for financial planning/financial advice/mortgage advice/investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site.

Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we would also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we will obtain your explicit consent in order to collect and process this information.

How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

Who might we share your information with?

Subject to you providing us your consent, we may email you about other products or services that we think may be of interest to you.

We won't share your information for marketing purposes with companies outside our group of companies.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we will have a contract in place with them to ensure that the nature and purpose of the processing is clear, that

they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we are subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. Notwithstanding, we shall only retain data for as long as practicably necessary and only for a justifiable reason.

You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How can I access the information you hold about me?

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 email or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

Marketing

We would like to send you information about our products and services and those of other companies in our group which may be of interest to you. If you've agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the group. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For further information visit
<http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

Changes to our privacy policy

We keep our privacy policy under regular review and we will inform you of any changes when they occur. This privacy policy was last updated on **03/04/2018**

What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113 (local rate)

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you In writing to:

The Data Protection Officer, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire PO7 7SE or email at concerns@harwoodwealth.co.uk

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 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 processing of sensitive personal data as far as it is necessary for the services I / we require from Compass Wealth Management Consultants

Client name(s):					
Client Signature(s):					
Date:		House Name/No:		Post Code:	

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

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. On each occasion where we need to engage the services of third party providers of professional services, we shall first provide you with the details of the third party provider(s) in question.

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:

Email Telephone Text Message Post

Client name(s):					
Client Signature(s):					
Date:		House Name/No:		Post Code:	

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