



# Client Agreement

## MacKenzie Webb Associates Ltd

The Office, 17 Mary Vale, Godalming, Surrey, GU7 1SW

### **INTRODUCTION**

Before providing you with any investment service it is important that you know how we intend to conduct business with you. This agreement commences with immediate effect on receipt by you and will apply to any investment business transacted until otherwise agreed.

### **CLIENT CATEGORISATION**

Unless otherwise agreed in writing, we will treat all individuals as a 'Retail Client' so that they receive the highest level of protection available under the current financial services regulation.

### **INVESTMENT OBJECTIVES**

Unless you tell us otherwise, we will not restrict the types of investments or the markets on which we advise. We will set out any restrictions we may agree in writing to you.

### **HOW WE GET PAID**

We operate a simple and transparent fee structure which we will agree with you before we carry out any chargeable work. Please read our Key Facts about our services and costs document.

### **CLIENT MONEY**

We do not handle clients' money. We never accept a cheque made out to us unless the cheque is in settlement of our charges or disbursements for which we have provided an invoice. We do not handle cash.

### **CONFLICTS OF INTEREST**

Sometimes conflicts of interest between clients or clients and MacKenzie Webb can arise. If a conflict of interest does arise or we become aware that our interests or those of one of our clients conflict with your interests, we will write to you setting out details of the conflict and seek your consent before carrying out your instructions.

### **TERMINATION OF THIS AGREEMENT**

Unless otherwise agreed this terms of business will remain in force until such time as it is terminated or if we deliver to you a new agreement, which will thereupon, become effective.

The authority to act on your behalf may be terminated at any time in writing, without penalty, by either party without prejudice to the completion of any transactions already initiated.

### **DATA PROTECTION**

The information you have provided is subject to the Data Protection Act 1998. You consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purpose of providing advice, administration and management. Personal information provided by our clients will be retained on computer records and or on paper and will not be disclosed to other parties except to our auditors, lawyers or compliance consultants and any other organisation requiring access under the regulations or exercising their legal entitlement to such access or in accordance with requirements to disclose.

We agree that the data we hold shall be fairly and lawfully processed, for limited purposes, adequate relevant and not excessive, accurate, not kept longer than necessary but also as required by our regulator, processed in accordance with your rights, secure and will not transfer it outside the EEA without adequate protection. You have the right on payment of the appropriate fee to a copy of the personal data we hold.

Where investment or mortgage business services are provided to MacKenzie Webb Associates by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions you agree that personal information held by MacKenzie Webb Associates may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. You agree that this information may be provided to them verbally, on paper or electronically.

You or your appointed agent may inspect contract notes, vouchers and entries in our books (manual and electronic) which relate solely to your investments. We reserve the right to provide copies only if to do otherwise would allow you access to information relating to other clients. We will charge you the Information Commissioner's stated maximum rate at the time you request copies. All our transaction records will be retained for at least six years.

#### **ANTI MONEY LAUNDERING**

Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations and Proceeds of Crime Act 2002, the investment may not be made until such verification has been obtained.

#### **REVIEWS**

It is important that regular financial reviews are carried out. We do not automatically review our advice after it has been given or investments after they have been arranged, but we will conduct a review if requested, whether it is annually or more frequently. The cost (if any) of a review will be discussed before any chargeable work is undertaken. If you do not review your life assurance, pensions and investments in the future this could adversely affect their value and any income you might get from them.

#### **EXISTING ARRANGEMENTS**

When you instruct MacKenzie Webb Associates Ltd to act as your FINANCIAL ADVISER, we recommend that you transfer your existing policies and investments into our agency so that we may receive communications direct from the product providers concerned.

**I/We instruct all product providers and insurance companies to accept this (or a photocopy thereof) as my/our authority to transfer the policies/investments into the agency of Alps FS Ltd/MacKenzie Webb Associates Ltd, and to provide them with any information they request at anytime in relation to my/our policies/accounts. I/We confirm that you can contact me/us by telephone, email, letter, fax or personal visit as set out above in connection with any products (including mortgages whether regulated or not) that you think may be appropriate for me/us.**

**Full Name:**

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**Full Name:**

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**Signature:**

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**Signature:**

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**Date:**

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**Date:**

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**Address:**

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