

## Introduction

Our Terms of Business (also known as our 'client agreement') explain the main aspects of the way we operate, and how this affects you, our client. This Terms of Business will be effective from the date of receipt but may be amended by us following any initial discussion intended to ascertain your current financial situation, objectives, and attitude to financial risk. Any such amended Terms of Business will be sent to you within 10 working days of that discussion. However, irrespective of any amendments arising from such discussions, we reserve the right to amend these terms without your consent. In these circumstances, we will give at least 10 working days notice before conducting relevant business, unless we consider it to be impracticable to do so under the circumstances existent at that time.

## Our status

clarity Ltd (clarity), of 1 Crown Square, Woking, Surrey GU21 6HR, is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA number is 185468.

Our permitted business includes advising on and arranging investments, mortgage and general insurance transactions, including life and health insurances. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on **0800 111 6768** or **0300 500 8082**. Please be aware that business mortgages, buy-to-let mortgages and loans for timeshare purchase are not regulated home finance contracts.

## Our services

Our firm is designated by the FCA as an independent adviser. We are independent for investments and pension business. This means that we will assess a sufficient range of relevant products available on the market, which is diverse in terms of product type and provider, to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

## Fees and commissions

Details of the services that we provide are set out in our Letter of Engagement document. This explains the products we are able to recommend, our status, and our fee and commission arrangements.

We offer an initial discussion (without charge) when we will describe our services, discuss our fee and commission arrangements and your payment options with you, and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid.

## Client categorisation

Unless you receive written confirmation to the contrary, in all our dealings on investment matters you will be treated as a 'retail client'. On insurance matters you will be treated as a 'commercial customer' or a 'consumer', depending on whether you are acting for business purposes or not.

## Objectives

When making a detailed investment or mortgage recommendation, we will confirm your objectives and any restrictions on the types of product that you wish to buy, and explain in our suitability report why, having assessed your needs, we consider that our recommendations are suitable for your individual circumstances.

When arranging an insurance contract, including life and health insurances, we will confirm your demands, needs and any restrictions on the types of product you wish to buy in a 'statement of demands and needs'.

## Fact Find information

You are encouraged to provide as much information as possible about your financial situation, investment objectives, and knowledge and experience in the field of investments. Without such information we may not be able to provide advice, or the validity of our recommendations may be impeded by the lack of information. We are entitled to rely on the information provided by you unless we are aware that the information is manifestly out of date, inaccurate or incomplete.

Where you ask us to effect a transaction without receiving financial advice from us, it is important for you to understand that you are responsible for deciding whether the chosen policy meets your demands and needs. We may need to seek information from you to establish whether you have the necessary knowledge and experience to understand the risks involved in the particular transaction.

For the avoidance of doubt, please be aware that when you become a client of clarity, we do not accept any responsibility for advice previously given to you by other firms. Nor is it part of our brief to review the suitability of advice previously given to you, unless we have specifically agreed to do so, or to advise you on whether you should complain about previous advice received.

## Instructions

Normally, we ask clients to give instructions in writing by completing the relevant application form and signing the appropriate declaration. However, where appropriate, the use of email and fax will be acceptable.

Where you have a right to cancel your purchase, the product provider will give you notice of this in writing. You will be informed of any taxes or costs that may exist other than our fees, the period for which any illustrations are valid, and of the minimum duration of the contract. Our authority to act on a client's behalf in accordance with these Terms of Business can be terminated at any time by either side in writing, without prior notice and without penalty. This will be effective from the date the notification is received. However, if transactions already initiated remain outstanding, the notification will only be effected once these have been completed.

## Cancellation rights

You have the right to cancel most investment and insurance contracts, provided that you notify the provider of your wish to cancel the contract within 30 days (for most investment and protection contracts) or 14 days (for unit trusts and most general insurance contracts). Where you have a right to cancel your purchase, the product provider will give you notice of this in writing. For certain products where cancellation is not feasible, you will instead have an opportunity to withdraw from the contract before it is put into effect.

## Review

Some of our clients benefit from our **clarityONE-TO-ONE** or **clarityONE-TO-ONE+** services, under which we undertake to provide a valuation of your investments, and other support, on a regular basis. Details of these services are provided separately. Where these services do not apply, when we have arranged a contract for which you have given instructions, we will not give you any further advice unless you request it, but will contact you shortly before the contract expires to discuss its renewal, if appropriate. Alternatively, we will be glad to advise you at any time you ask us to.

In addition, for all clients using our ongoing advisory services, annual suitability assessments will be undertaken, where we will make best endeavours to reconfirm details like your objectives, attitude to investment risk and capacity for loss.

## Ownership

As intermediaries we never own any products you buy or transact through us. All purchases will be registered in the name(s) of the client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your purchases as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases, the documentation will be sent to you direct from the product provider.

## Records

We will, if required by you or your agent, supply copies of contract notes, vouchers and copies of entries in books, records and computerised records relating to you. We undertake to maintain such records for a period of at least six years from the date of each transaction.

## Personal interests

We undertake not to transact business which we are prohibited from entering into, or which involves misuse of confidential information, or which conflicts with our obligations towards our customers. We will not transact for you any business in which our firm, a member of staff, or another customer has an interest, unless that interest has first been disclosed to you in writing and your consent has been obtained.

A copy of our 'Personal Dealings and Conflicts of Interest' policy is available on request.

## UK Money Laundering Regulations

We are obliged to conform to the UK Money Laundering Regulations and also adhere to the guidance notes from the Joint Money Laundering Steering Group. This process may require sight of certain documentation to verify the identity and place of residence of each client. We may also request that you inform us how any monies being invested were obtained/accumulated. If you provide false or inaccurate information, and we suspect fraud or money laundering, we will record this. We will not forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay where money-laundering verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you.

We reserve the right to conduct an electronic money-laundering check on each client. Please be aware that this check will leave a 'soft footprint' on your credit record. However, a 'soft footprint' means there is no impact on your credit file and would not be seen by any company conducting a credit check on you. **You must advise us if you do not wish this check to take place.**

## Data Protection

For your protection, clarity is registered under the Data Protection Act. Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above, your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone, fax or e-mail to service and update you, as well as informing you of new opportunities. If you would prefer to be excluded from these services, please write to us at clarity Ltd, 1 Crown Square, Woking, Surrey, GU21 6HR. Please be aware that telephone calls may be recorded and possibly monitored.

Our policy on protecting your privacy is detailed in our privacy notice which is available on our website:

<https://www.clarityglobal.com/privacy>

Hard copies are also available on request.

## Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:

- have US citizenship or lawful permanent resident (green card) status
- were born in the US
- have a US residence address or US correspondence address (including a US PO Box)
- have standing instructions to transfer funds to an account maintained in the US or directions regularly received from a US address
- are using an 'in care of' address or a 'hold mail' address
- have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other financial institutions, HMRC and/or the IRS if requested.

## What to do if you have a complaint

If you wish to register a complaint, please contact Angus Jones in writing at the address above or by telephone on **0800 368 7511**. We will acknowledge the issue and send you a copy of our internal complaints procedure. The matter will be investigated in line with our procedures and our findings reported to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, subject to certain time limits, unless the complainant is a business, charity or trust with turnover/assets over €2 million or at least ten employees, or a charity/trust with income/assets over £1 million. They can be contacted by telephone on **0800 023 4567** or online at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Client money

We do not handle clients' money. We never accept a cheque made out to us (unless it is settlement of charges for which we have sent you a bill) nor handle cash.

All remuneration to be rebated to a client, in respect of any transaction arranged, is and will remain the property of this firm, until such time as, if previously agreed, all or part of that remuneration is refunded to the client. Interest on any such sums will not be payable unless agreed otherwise.

## Compensation and Professional Indemnity

We are covered by 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 transaction:

**Deposits:** £85,000 per person per firm. The FSCS now provides a £1 million protection limit for temporary high balances held with your bank, building society or credit union if it fails.

For more details visit:

[www.fscs.org.uk/your-claim/temporary-high-balances/](http://www.fscs.org.uk/your-claim/temporary-high-balances/)

Deposits by financial institutions are no longer covered by the FSCS.

**Investments:** £85,000 per person per firm.

**Home finance (e.g. mortgage advice and arranging):** £85,000 per person per firm.

**Insurance business:** benefits are protected 100% with no upper limit on the amount of protection.

For more details on compensation limits, visit:

[www.fscs.org.uk/what-we-cover/compensation-limits/](http://www.fscs.org.uk/what-we-cover/compensation-limits/)

Different compensation arrangements could apply if a product provider was unable to meet its obligations. Further information about compensation arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or the web addresses detailed above.

In addition to the scheme we are also insured for negligence by any member of staff.

## Law and language

Where applicable, our dealings with you shall be governed by the law of England. All information, terms and conditions, and communications shall be in English.

## Treating Customers Fairly

We are committed to supporting the Treating Customers Fairly initiative sponsored by the FCA. We have reviewed the advice and information that we provide to our customers, and the standards of service that we offer. If you have any suggestions on how we might improve our treatment of customers, please let us know.

