

## Client Agreement

### Commencement

The following terms will come into force with immediate effect.

### Our Services

We will act on your behalf for the purposes of arranging and advising on pure protection, investments, pensions, mortgages and general insurance. Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for Investment Business and will act in your best interests at all times.

As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product. Such a request must be made in writing and we will consider any requests received on a case by case basis against the criteria set out in FSA Rules. We will inform you of the FSA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client, you must keep us informed of any change in your circumstances that could affect your classification.

We may also advise on products and services which are not regulated by the Financial Services Authority. We will tell you where this is the case.

Unless agreed otherwise in writing we will not be obliged to review in the future any investment or policy that we have arranged for you.

We are a trading style of Merchant House Financial Services Ltd, an appointed representative of TenetConnect Limited, which is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent regulator of financial services in the United Kingdom. TenetConnect Limited is entered on the FSA register ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)) under reference 149826. Their address is:

TenetConnect Limited  
5 Lister Hill  
Horsforth  
Leeds  
LS18 5AZ  
Tel: 01132 390011

TenetConnect Limited is a wholly owned subsidiary of Tenet Group Limited which is a leading distributor of financial products and services in the UK. Aviva and Friends Provident Life & Pensions Ltd each own 21%, the Standard Life Assurance Company owns 23% and AEGON Distribution Holdings Ltd owns 20% of the capital of Tenet Group Ltd.

We may recommend investments in the IFSL Sinfonia Open Ended Investment Company. This investment company has been jointly developed between BNP Paribas and Sinfonia Asset Management Limited, a subsidiary of Tenet Group Limited.

### How we charge you for our services

You have the option to pay for our services by way of a fee, in which case the method of calculation will be agreed with you before we carry out any chargeable work. However, we reserve the right to retain small amounts of trail commission or equivalent up to a maximum amount of £75 per annum.

Alternatively we may be paid commission on a product we arrange. We will tell you how much commission we receive.

We will provide you with further details about the cost of our services separately.

We will tell you if you have to pay VAT. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If we arrange for you a contract from which we receive initial commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the right to recover from you an amount equal to the amount we have had to refund without the need for a separate fee agreement. The amount recoverable and the timeframe over which it is recoverable are dependent on the product chosen. Further details of the amount and timeframe will be notified to you prior to the conclusion of the contract in the Suitability Report or Statement of Demands and Needs Letter we will send you.

This will not apply where you exercise your statutory right to cancel the contract.

Certain product providers make payments to Tenet Group Limited, the parent company of TenetConnect Limited, in relation to commercial services provided to them. None of these payments relates to volumes of business placed with the product providers or is attributed to individual transactions.

If we receive any other form of benefit in connection with our services to you we will disclose this to you.

### **Your Protection**

We prefer instructions to be in writing. If instructions are given orally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

**Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.**

We will normally register all products and/or investments in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests, or those of another client, conflict with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

### **Risk Warnings**

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit as you should understand any risks before making an investment.

### **Complaints and Compensation**

If you wish to make a complaint, please contact us either:

In writing: Dispute Resolution Department, TenetConnect Limited, 5 Lister Hill, Horsforth, Leeds, LS18 5AZ; or

by email: [Disputes@tenetgroup.co.uk](mailto:Disputes@tenetgroup.co.uk); or

by telephone: 0113 2390011.

Our written complaints procedure is available upon request. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Advising and arranging on investments is covered up to a maximum limit of £50,000.

Advising and arranging on non-compulsory classes of insurance is covered for 90% of the claim, without any upper limit.

Advising and arranging on compulsory classes of insurance (e.g. motor or employers liability insurance) is covered for 100% of the claim, without any upper limit.

Advising and arranging on mortgages, home purchase and equity release is covered up to a maximum limit of £50,000.

Further information about the FSCS is available from their website [www.fscs.org.uk](http://www.fscs.org.uk).

### **Termination**

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred up to the date of termination or a due proportion of any fees previously agreed.

## Data Protection

Collection of data:

In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

Access:

You have the right to access information we hold about you. You can access a copy of these records by contacting us or alternatively TenetConnect Limited Data Protection Officer. Contact details are as follows:

Data Protection Officer  
TenetConnect Limited  
5 Lister Hill  
Horsforth  
Leeds  
LS18 5AZ  
Telephone Number: 0113 239 0011

We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Use of data:

Personal information will be passed to TenetConnect Limited for compliance and monitoring purposes. Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successors. We may also provide information to our auditors, TenetConnect Limited, professional advisers, and other firms within the Tenet Group.

We may from time to time contact you by post, fax or e-mail with details of products and services which may be of interest to you. If you would like to receive this information please indicate your preference by ticking the box here.

We shall disclose information to relevant authorities where we are required to do so by law.

We are legally obliged to verify the identity of our customers and retain these records.

We will retain records after our business relationship has ended for legal and regulatory purposes.

### Rights of third parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

### Jurisdiction

This agreement is governed by English Law and the parties to this agreement hereby submit to the exclusive jurisdiction of the English Courts.

### Commencement

This is our standard Client Agreement 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.

This Client Agreement will come into effect from the date of my/our signature below.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Adviser: \_\_\_\_\_ Date: \_\_\_\_\_