

# JEWELL PEARCE DAVY & Co.

*Founded in 1844*

98 Broadway, Leigh-on-Sea, Essex, SS9 1AB

Tel: (01702) 479396 Fax: (01702) 480 097

Website: <http://www.jewellpearce.co.uk> Email: [info@jewellpearce.co.uk](mailto:info@jewellpearce.co.uk)

J P Knight, A.C.I.I., DIPPFS. CONSULTANT: R J Howe, R Hargreaves,

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## **Client Agreement document for Jonathan Knight t/a Jewell Pearce Davy & Co.**

*Jewell Pearce Davy & Co* is authorised to conduct investment business under the Financial Services & Markets Act 2000 and is regulated by the Financial Services Authority.

*Jewell Pearce Davy & Co* is an independent adviser and will act on your behalf in advising you on life assurance, pensions and investments from different companies.

### **INVESTMENT SERVICES**

Jewell Pearce Davy & Co. 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.

Jewell Pearce Davy & Co. does not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

### **REGULATORY STATUS**

Jewell Pearce Davy & Co., 98 Broadway, Leigh-on-sea, Essex SS9 1AB is authorised and regulated by the Financial Services Authority. Our FSA Register number is 118803.

You can check this on the FSA's Register by visiting the FSA's website – [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### **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.

### **CONFLICT OF INTERESTS**

Jewell Pearce Davy & Co. offers advice in accordance with that disclosed to you in our 'services and costs' 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 conflict 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 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 or carried out prior to termination and any fees which may be outstanding.

### **RIGHT TO WITHDRAW**

In the case of many packaged 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 a non-packaged product ISA (e.g. a direct equity ISA), 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.

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## 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

Our income normally comes from either commission from the product providers (e.g. life assurance companies) we write business with, or fees paid to us by our clients. Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. This is in line with standard industry practice. We will tell you how much the commission is before the transaction. If you choose to pay us by commission, we will keep the commission and not charge you a fee

In some circumstances, we may also charge a fee on top of any commission we might receive. The actual amounts will depend on the service provided to you.

If you choose to pay us on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any work that we charge you for.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider or firm.

Examples of the cost of our services is included within the 'services and costs' disclosure document.

## 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, acceptable level of risk 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 in the suitability report that we will issue to you to confirm our recommendation. 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.

## 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.

## DISCLOSURE OF CLIENTS PERSONAL DATA

Where investment business services are provided to Jewell Pearce Davy & Co by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by Jewell Pearce Davy & Co 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 transferred electronically, e.g. email. You also agree that ourselves or any such third party may contact you in future by any means of communication, which we consider appropriate at the time.

You also agree that we or any such company may contact you in future by any means of communication, which we consider appropriate at the time.

## CLIENTS CONSENT

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Terms of Business will come into effect from the date of issue.

Client Name(s)	
Client signature(s)	
Date of issue	