



## Retail Client Agreement

This agreement is issued on behalf of **Jonathan Knight t/a Jewell Pearce Davy & Co** of 98 Broadway, Leigh On Sea, Essex SS9 1AB who can be contacted at 01702 479396.

### **Authorisation Statement**

**Jewell Pearce Davy & Co** is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA's Register by visiting the FSA's website <http://www.fca.org.uk/register> FCA No. **118803** or by contacting the FCA on 0845 606 1234.

### **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We believe in providing our clients with the highest level of regulatory protection available and we propose to classify you as a Retail Client for Investment purposes.

### **Communications**

We will communicate with you in English both verbally and in writing for the sending and reception of orders. To avoid any doubt instructions should be issued in writing.

### **Services to be provided**

With regard to investments that we have arranged for you, these will not be kept under review (unless otherwise agreed) but we will advise you upon your request, subject to an agreed fee. However, we may contact you in the future by means of an unsolicited promotion 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.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon 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. We will issue you a suitability report to confirm our recommendation.

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

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 you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

### **Restrictions**

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed.

### **Advice and Instructions**

Any advice given to you by us shall be in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

### **Material Interest**

We will act honestly, fairly and professionally. Occasionally situations may arise where we, or one of our other clients, have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment of commission or other non-monetary benefits from a product provider, for investment business.

### **Right to Cancel**

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract, or 14 days for an investment. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

### **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Conduct Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take responsible steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on **01702 479396** or in writing at **98 Broadway, Leigh on Sea, Essex SS9 1AB**

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

### **Complaints**

If you wish to register a complaint, please write to **Jonathan Knight, Jewell Pearce Davy & Co, 98 Broadway, Leigh on Sea, Essex SS9 1AB** or telephone **01702 479396**

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Law**

This Client Agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Force Majeure**

**Jewell Pearce Davy & Co** shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

### **Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

### **Declaration / Client consent**

**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

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

**I have chosen for the firm to be remunerated by;**

**INVESTMENTS / PENSIONS / SAVINGS**

<input type="checkbox"/>	Payment of a fee (by cheque or BACS)
<input type="checkbox"/>	Payment by a deduction from the product.
<input type="checkbox"/>	Combination of the two above. An initial invoiced fee for the advice & implementation followed by a deduction from the product for the payment of the ongoing service.

**PURE PROTECTION ONLY**

<input type="checkbox"/>	Payment of a fee (by cheque or BACS)
<input type="checkbox"/>	Jewell Pearce Davy & Co TO BE PAID BY COMMISSION FROM THE PROVIDER

<b>Customer Name(s)</b>		
<b>Customer signature(s)</b>		
<b>Date of Issue</b>		
<b>Issued by</b>	On behalf of <b>Jewell Pearce Davy &amp; Co</b>	