

# CLIENT AGREEMENT/TERMS OF BUSINESS

## K A LINCOLN > INVESTMENTS

### INVESTMENT SERVICES

K A LINCOLN > INVESTMENTS 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.

K A LINCOLN > INVESTMENTS **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

K A LINCOLN > INVESTMENTS, 11 LEESES CLOSE, SHAWBIRCH, TELFORD, SHROPSHIRE, TF5 ONN is authorised and regulated by the Financial Services Authority. Our FSA Register number is 303708.

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

### CLIENT CATEGORISATION

In providing investment services to you, we will categorise you as an 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

K A LINCOLN > INVESTMENTS offers advice in accordance with that disclosed to you in our Initial 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 charges - other than those you agreed to in the Client Fee Agreement Safety First Strategy – Investment Advisory Service. 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.

## **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 are included within the 'services and costs' disclosure document. The costs of our services and the special terms that apply to our Safety First Strategy – Investment Advisory Service can be found in the specific Client Fee Agreement for this service.

## **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.

Our communications with clients will ordinarily be in English, both in respect of oral and written communications.

## **COMPANIES ACT DISCLOSURE**

K A LINCOLN > INVESTMENTS is a trading Style of MortgageMaude Limited. Registered in England no: 4946156  
Registered Office: 11 Leeses Close, Shawbirch, Telford, Shropshire TF5 0NN. Directors: K A Lincoln & E Lincoln

## **DATA PROTECTION STATEMENT**

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 (such companies include, for the avoidance of doubt, K A LINCOLN > INVESTMENTS and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time) 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 FSA 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.

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 commission or alleged commission 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.

Please tick this box to confirm your consent to us or any company associated with us  
processing any such sensitive personal data.

If you are happy for us or any company associated with us to contact you for marketing  
purposes by e-mail, telephone, post or SMS, please tick this box.

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 (01952) 249737 or in writing to K A LINCOLN > INVESTMENTS 11 Leeses Close, Shawbirch, Telford, Shropshire TF5 0NN.

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 purposes. 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.

**CLIENTS CONSENT**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature box' below, unless otherwise stated.

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