# Client Agreement document for Eastlake & Beachell Limited

### INVESTMENT SERVICES

Eastlake & Beachell Limited is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, our Client Proposition and Service & Fee Agreement set how we will continue to review your investments. 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.

**Eastlake & Beachell Limited 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).

There is a very wide range of investments in the market and advising firms are now required to be able to advise on the entire range of what are called "retail investment products" if they wish to continue to be known as "independent". Our view is that a number of these products are not suitable for the vast majority of our clients due to the high risks that they carry. For this reason, we have elected to forego the right to call ourselves independent but to restrict the range of our investment advice to those products which we believe meet the objectives and needs of our clients.

This means that we will not advise on some of these higher risk products (for example Venture Capital Trusts and Unregulated Collective Investment Schemes) but instead can focus our attention on the smaller range of products that we believe meet our clients' needs and objectives. We will explain this decision and how it may affect you when we meet.

### **REGULATORY STATUS**

Eastlake & Beachell Limited 7, The Crescent, King Street, Leicester, LE1 6RX is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 125531. You can check this on the FCA's Register by visiting the FCA's website <a href="www.fca.org.uk/firms/systems-reporting/register">www.fca.org.uk/firms/systems-reporting/register</a> or by contacting the FCA on 0800 111 6768.

# **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**

Eastlake & Beachell Limited offers advice in accordance with that disclosed in this 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.

As a consequence of such potential conflict of interests arising, we have put arrangements in place to ensure our clients are treated fairly. A copy of the firms' conflict of interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests

#### **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.

### **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**

# **Advised Services**

Our income normally comes from adviser charges for investment services and details of how these are calculated and paid are set out in the accompanying Client Proposition and Service & Fee Agreement.

# Non-advised Services

For non-advised services, if commission is available to us, you can choose to pay us by allowing us to keep the commission, or by paying us an adviser charge instead.

If you choose to pay via commission, we will tell you how much the commission is before the transaction is completed. If you choose to pay an adviser charge, we will agree its basis, frequency and method with you in writing before we carry out any work that you will be charged for.

## **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.

#### NOMINEE & SAFE CUSTODY SERVICES

Eastlake & Beachell Limited does not safeguard or administer client assets but we may arrange business through platforms, which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party's nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment – we will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party's nominee.

For non platform business we will make arrangements for your investments to be registered in your name unless you first instruct us otherwise in writing.

### **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.

# **BEST EXECUTION POLICY**

It is in the interests of our clients and Eastlake & Beachell Limited that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available. Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

### 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. We are able to take your instructions by e-mail.

## Please indicate your preferred method of communication below:

## Letter/e-mail/Other (please specify)

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

We are required by our regulators (the FCA) to keep records of any telephone conversations or other electronic

communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments. The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile devices applications.

A copy of our call recording policy is available upon request.

## INFORMATION ABOUT OTHER COSTS AND CHARGES

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us:

- In writing: Write to Eastlake & Beachell, The Crescent, King Street, Leicester, LE1 6RX
- By phone: Telephone 0116 255 0226

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

# ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered for up to a maximum of £50,000.

**Insurance** advising and arranging, including pensions and insurance based investments, is covered for 90% of the claim, without any upper limit

Further information about compensation scheme arrangements is available from the FSCS.

## **DATA PROTECTION ACT**

Please refer to the separate Privacy Notice that we have issued to you that sets out how we collect and use data about you.

#### **CLIENTS 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, 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	