

Client Agreement

Messer and Matthews Limited, 1 Riverview Business Park, Walnut Tree Close, Guildford, Surrey, GU1 4UX is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 121007

Our permitted business is advising on and arranging investments, pensions, mortgages, and non-investment insurance contracts.

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

Our relationship

Any advice or recommendations that we offer to you will be based on your stated objectives, circumstances, and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Your stated objectives will be reiterated in the Suitability Report, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice/service we give you.

Client classification

Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client. This means that you are afforded the highest level of protection under the regulatory system.

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. However, you will lose certain protections and you may not have the right of access to the Financial Ombudsman Service.

Mode of communication

Our communications with clients will be in English. We will enter into communications 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 prefer our clients to give us instructions in writing to avoid possible misunderstandings. We will, however, accept oral instructions providing they are subsequently confirmed in writing. Any advice or recommendation we give you will normally be in writing, but if given orally will be recorded on your file.

Documentation

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. All such paperwork will be forwarded to you by post as soon as possible after we receive them. Where a number of documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

Completion of Application Forms

You hereby acknowledge that in the event of Messer and Matthews Limited assisting you in the completion of any application or policy proposal forms, you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms.

Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the mortgage or policy to which the application or proposal relates, being adversely adjusted, made void and/or any claim(s) made against it refused.

Conflict of Interest

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflicts with your interests, we will inform you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Payment for our services

We will discuss your payment options with you and answer questions you have. Our income normally comes from either commission from the product providers, or fees paid to us by our clients.

Where commission is to be taken, we will advise you of the amount payable to us.

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 will ask that you return a signed agreement to the charges outlined.

Cancellation Rights

Except in a very few cases, where we will advise you under separate cover, you can exercise a right to withdraw from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a life, pure protection or pension policy and a 14 day cancellation for all other policies.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. However, you should note that single premium policies, or units in investment schemes, could be subject to diminution in the value of the underlying investments in the period between investment and when you exercise the right to withdraw, ie you may get back less than you paid in.

Termination

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.

Client Money

We do not handle client's money and all cheques (other than those for our own charges) should be made payable to the product provider concerned.

Money Laundering

Where we are required to verify your identity in accordance with the Money Laundering Regulations 2007 no investment will be made until such verification has been obtained.

Data Protection & Records

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). In order to advise you properly, we must obtain certain information about your financial and personal circumstances, to assess your suitability for particular products and services. 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.

By providing us with your personal data:

1. You agree that the information we hold about you can be held on computer and/or paper files, in accordance of the Data Protection Act 1998, and any subsequent amendments thereto.
2. You agree that any information which you give us, including sensitive personal data such as health and medical records, may be disclosed to third parties (eg, credit reference agencies and medical practitioners, where relevant) for the purpose of processing your application and for the ongoing administration of your investment or policy but for no other purpose. Your information may also be disclosed to the Financial Services Authority for investigative work.
3. You agree that we may use the information that we hold about you to contact you from time to time by post, fax, email or telephone to bring to your attention additional products or services, which may be of benefit to you.
4. We agree that any consent given by you under paragraph 3 above may be withdrawn by you at any time by contacting us in writing at:

The Data Protection Officer
Messer and Matthews Limited
1 Riverview
Walnut Tree Close
Guildford
Surrey
GU1 4UX

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.

Updated 14th January 2009

Clients Consent

I understand and consent to the above terms and I hereby authorize the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Client Agreement will come into effect from the date of acceptance of this agreement.

Client Name (1).....

Client Signature (1).....

Date of Signature:.....

Client Name (2).....

Client Signature (2).....

Date of Signature:.....