



## **Client Agreement**

### **1) Investment Services:**

TBO Investments Ltd is permitted to arrange deals in investments and advise on investments.

With regard to investments which we have not 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 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.

### **2) TBO Investments Ltd does not handle clients' money:**

We never accept a cheque made out to us (unless it is in settlement of charges/disbursements for which we issue an invoice) or handle cash.

### **3) Material Interests:**

TBO Investments Ltd offers independent advice in accordance with that disclosed to you in our Initial Disclosure Document, but occasions may arise where we or one of our other clients will 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.

### **4) 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.

### **5) Accounting to You:**

Unless in exceptional circumstances, 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 your investments to be registered in your name unless you instruct us otherwise in writing. We will forward all documents showing ownership of your investments as soon as practicable once received; where many documents relating to a series of transactions are involved, we will normally hold each one until the series is complete and then forward them to you.

### **6) How We Charge 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 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. Should we receive commission from any third party in relation to transactions arranged by you, we will offset the amount received against any fees due.

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. We will provide further details on the cost of our services in a separate document.

#### **7) Investment Objectives & Restrictions:**

Following the issue of this letter 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 included in the suitability letter 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.

#### **8) 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 these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

#### **9) Data Protection Statement:**

The information you've 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, by manual and 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.

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

**Please tick this box, 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.**

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.

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 01904 414114 or TBO Investments Ltd, Suite One, Chestnut Court, 148 Lawrence Street, York. YO10 3EB.

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.

#### **10) Right to Withdraw**

In the case of a non packed product, ISA or PEP recommended we will inform you of any right to withdraw or cancel you may have or, that no such rights will apply, in writing.

#### **11) Client Classification**

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 categorized 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.

#### **12) Conflicts of Interest**

TBO Investments Ltd 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.



**13) 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 Client Agreement will come into effect from the date of acceptance of this agreement.

Client Name(s): .....

Client signature(s): .....

Date of signature(s): .....

**14) Adviser Declaration:**

Signed ..... Date of Issue .....  
**For TBO Investments Ltd**