

**45 The Parade  
Cardiff  
CF24 3AB**

Telephone: 029 2030 1014

Facsimile: 029 2030 1003

E-mail: [ifa@stjp.biz](mailto:ifa@stjp.biz)

**THE ST JAMES PARTNERSHIP**  
INDEPENDENT FINANCIAL ADVISERS

## **RETAIL CLIENT AGREEMENT**

This agreement is issued on behalf of The St. James Partnership of 45 The Parade, Cardiff, CF24 3AB who can be contacted on 029 2030 1014 - or by e-mailing: [ifa@stjp.biz](mailto:ifa@stjp.biz)

### **Authorisation**

The St. James Partnership are Authorised and Regulated by the Financial Services Authority, Number; 208917.

### **Client Classification**

Each client with whom the firm does business is categorised to identify the level of regulatory protection applicable. We propose to classify you as 'Retail Client' for Investment purposes.

### **Communications**

We will communicate with you in English both verbally and written for the sending and reception of orders.

### **Services to be provided**

With regards to investments which we have arranged for you, where an on-going service charge, via either a fee or commission, has been agreed with you, we will review your investments on at least an annual basis, the date of which will be confirmed to you in writing. We may also 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 with a suitability report to confirm our recommendation. Unless confirmed we will not place any restrictions on our recommendations.

The St. James Partnership **does not handle clients' money**. We never 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 or handle cash.

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.

### **Ongoing Investment Charges**

In addition to any initial commission or fees paid, The St. James Partnership may also receive a nominal ongoing commission or fee from a product provider. This 'trail' commission is generally between 0.5% and 1% of the fund value and is used to assist in covering the back-office administration costs, such as providing valuations and changing addresses. As an example, an ISA valued at £7000 would pay £35 over a 12-month period, where 0.5% is levied.

### **Material Interest**

We will act honestly, fairly and professionally which is known as conducting business in 'Clients best interest regulations'. 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.

### **Rights 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, investment or pension contract. 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 for 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. 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 Chris Hannan at The St. James Partnership of 45 The Parade, Cardiff, CF24 3AB who can be contacted on 029 2030 1014 - or by e-mailing: ifa@stjp.biz

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.

**Law**

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English and Welsh Courts.

**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**

I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that these Terms will come into effect from the date of issue.

**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 read and understood the terms laid out in this agreement & the related 'Key facts' documents and have chosen for The St. James Partnership to be remunerated by;**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Payment of a fee.                               |
| <input type="checkbox"/> | Payment by commission (or product charges).     |
| <input type="checkbox"/> | Payment by a combination of commission and fee. |

**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.**

<b>Customer Name(s)</b>		
<b>Customer signature(s)</b>		
<b>Dated</b>		
<b>Partners Name and Signature</b>		
<b>Review Date Agreed</b>		
<b>Date of issue</b>		