

# KUDOS FINANCIAL CONSULTANCY

Kudos House - 22 Albert Road - Farnborough - Hampshire - GU14 6SH

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## Client Agreement

### • INVESTMENT SERVICES

Kudos Financial Consultancy 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. Ongoing advice will be offered and provided if you agree to take these services. Ongoing services can be terminated at any time. For any investment services provided we will be acting on your behalf unless otherwise stated.

Kudos Financial Consultancy **does not handle client's money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice) If you do send us money, this may delay your transaction as we may have to return this money to you.

### • REGULATORY STATUS

Kudos Financial Consultancy, address as above, is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 436910. Our permitted business is advising on, arranging, and making arrangements with a view to investments. You can check this on the Financial Services Register by visiting the FCA's website - <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6788.

### • CLIENT CATEGORISATION

#### For Retail Clients

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service (FOS).

Where we have categorised you other than as a 'retail client', 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.

Further information in respect of the Financial Ombudsman Service is available on their website at the address below:

<http://www.financial-ombudsman.org.uk/>

### • 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 necessarily a guide to future performance.

### • CONFLICTS OF INTEREST

Kudos Financial Consultancy offers services in accordance with that disclosed to you in our initial disclosure document. Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

Kudos Financial Consultancy takes all the appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firm's 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 services already provided / 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 services carried out prior to termination and any fees which may be outstanding.

### • RIGHT TO WITHDRAW

In the case of many retail 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 any non-retail investment products e.g. ISA wrapper, 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.

## • HOW WE CHARGE FOR OUR SERVICES

The method of paying for our services will depend on the type / level of service(s) provided. We will discuss your payment options with you and answer any questions you may have. For advised services, pertaining to investment contracts, you will be charged an adviser charge or fee. The actual amount will depend on the service(s) provided to you and the amount will be agreed with you before we carry out any work that we will charge you for. We will inform you if you have to pay VAT.

Our 'Services and Payments Agreement' that we will issue to you, will contain details of how much you will be charged and how payment is to be made. Examples of the costs of our services are included within the 'Key Facts about our costs and services' document.

## • INSURANCE SERVICES

Any non-investment contract arranged for you such as Term Assurance, Critical Illness Cover or Permanent Health Insurance will pay Kudos a commission. You have the option to instead pay Kudos an agreed fee.

In respect of any contract that we recommend generating commission, should you subsequently cease to pay premiums or surrender an investment and in consequence we are obliged to refund some or all of the commission that has been paid to us, we reserve the right to invoice you for the amount we have to repay. This is because, at outset, you elected to pay for our services through commission earned from the policy or investment purchased rather than pay by fee.

**Please ensure when signing this document that the wording has been explained to you and that you understand and accept the terms and conditions under which it may be implemented.**

## • ACCOUNTING TO YOU

We will confirm to you in writing the basis of our service and the reasons for recommending any transactions transmitted or executed on your behalf. Where you agree to an ongoing advice we will provide regular reports to you regarding that service.

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 letter any subsequent advice or recommendation offered to you will be based on your stated investment objectives, agreed level of risk you are prepared / able to take 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(s). 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 [Firm Name] 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 – e.g. shares. 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.

## • NOMINEE & SAFE CUSTODY SERVICES

Kudos Financial Consultancy 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.

## • MODE OF COMMUNICATION

We will enter into communication with you whatever means are convenient to you and us, including face to face, telephone, e-mail and other acceptable electronic communication methods.

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. Please note that for telephone conversations the records will be obtained by taping calls.

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.

## • 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 processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. We collect data about you and your family during our initial and other meetings with you. We collect the data through note-taking and filling in of questionnaires about you and your family's circumstances. We also make checks with organisations with whom you have policies of insurance and investments and with your mortgage provider. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances.

Primarily, we use your data and data about your family's circumstances to provide advice to you and complete transactions on your behalf. Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would be referrals to local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. We, and any third party specialist advisers to whom we introduce you, will, of course, pass your data to organisations when you agree to purchase or amend policies and products.

We will retain your data according to the statutory requirements for regulated products. For instance, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for various product types please contact us and we will obtain the latest legal position on your behalf. We may be required to share your data with our regulator and other third parties including our auditors or insurers.

Under the Data Protection Act you have a right, on payment of a fee, currently £10, to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

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.

Thank you for your time and I confirm that we are at all times committed to making sure that, as you are a customer of a company authorised directly by the FCA, you receive the best service and products available in the marketplace.

## • WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us:  
-in writing: Write to Jim Howard, Kudos Financial Consultancy, Kudos House, 22 Albert Road, Farnborough, GU14 6SH  
-by phone: Telephone 01252 376444

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.

### Investments

Most types of investment business are covered up to a maximum of £85,000.

### Investment based insurance/Long term insurance, e.g. pensions and investment bonds

The maximum level of compensation for claims against firms declared in default on or after the 3rd July 2015 is 100% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS

## • 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. 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

Client signature

Client Name

Date of signature

Date of issue