



Individual Client Agreement

Client Agreement

1. Introduction

This agreement sets out the terms under which our services are to be provided. Wingate Benefit Solutions is a trading name for WFS Consulting Ltd which is registered in England No. 3872950. The registered office is Quadrant House, 61/65 Croydon Road, Caterham, Surrey CR3 6PB.

Wingate Benefit Solutions and WFS Consulting Ltd are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London E14 5HS. Our FCA registration number is 191531.

Wingate Benefit Solutions works in partnership with organisations and their employees to provide employee benefit advice and scheme management services across a comprehensive range of employee benefit schemes, company pensions, healthcare and financial protection schemes.

We are able to act on your behalf in advising you on investment and non investment insurance contracts. You can check this on the FCA's register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

The non investment insurance advice and products we offer is based on a fair and personal analysis of the market.

The advice we provide on investment contracts is restricted. Restricted advice means we will only consider investments from a limited range of products and/or providers. Different firms are restricted in different ways and the nature of our restriction is the only investment contracts we consider and advise on are pension plans and annuities. Our advice is therefore restricted to a limited range of products (pension plans and annuities). For clarity, we do not advise on other investment plans such as ISA's or investment bonds etc.

We will advise and make a recommendation for you after we have assessed your needs.

We are committed to providing the highest possible levels of service to our clients. As part of this commitment we wish to ensure you understand the services we provide and their associated costs. This should allow you to make an informed decision about the services you wish to purchase. This empowerment forms part of our ethos and culture.

This ethos carries over into any recommendations as we will provide you with the necessary information to enable you to make informed decisions as to which approach you should take to achieve your objectives.

We have embraced the Financial Conduct Authority's "Treating Customers Fairly" principles which are designed to deliver the following outcomes for clients.

We would welcome any feedback you have on any element of our service that justifies comment, whether positive or negative. This will help us to ensure we are providing services that clients require, value and understand. We would like to improve upon any areas where you may have a concern.

You should be confident that:

- your fair treatment is central to our corporate culture
- the products and services we recommend are designed to meet your needs
- you are being provided with clear information and are kept appropriately informed throughout all stages of our agreed services
- any advice we provide is suitable and takes account of your circumstances
- prior to making any recommendations, we undertake a suitability assessment to enable us to act in your best interest
- any recommendations we make perform as we have led you to expect and the associated service is of an acceptable standard and meets the commitments we provide
- you do not suffer unreasonable barriers in the event you need to make a complaint or make changes to the plans or terminate our services

Although we have a complaints procedure which is summarised later in this document, we would rather you raise any concerns or queries prior to there being a problem.

Please feel free to speak to any member of our team or Ben Clarke as Managing Director at any time.

2. Our Service

The services that you select and the charges for these services are confirmed in our separate Service and Fee Schedule documents. We agree to provide the services selected and you agree to pay us for those services.

We only offer initial services. If you require an ongoing service please let us know and we may be able to assist you. We reserve the right to decline to act for you.

Details of your stated investment objectives will be identified during our discussions with you and confirmed in the report we will issue to you to confirm our recommendations. 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.

3. Commencement

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with Section 6 - Cancellation.

4. How You Are Protected

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 protection afforded to you under the regulatory system. As a Retail Client the regulatory protections available to you are the highest available.

Handling Clients' Money

Wingate Benefit Solutions does not handle client money, we never accept a cheque made payable to us or handle cash unless this is in settlement of our charges or disbursements for which we have sent you an invoice.

We do not hold documents such as policy documents except on a temporary basis pending these being issued to you.

Risk Warnings

To enable us to provide you with suitable advice it is important for us to be aware of your financial circumstances and to this end, we will require a completed questionnaire before business is transacted.

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.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in the report we issue. Although we will explain the risk of the products as part of our advice process, you should always ensure you have understood the risks associated with the products being arranged.

Under the terms of this agreement, we may, if appropriate, advise you on investments where you may not be able to access the value of the investment when required e.g. property. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

If you are unsure about the way the product or recommendations work or require any further clarification, please ensure that you raise this with your adviser.

Complaints

In the event you are dissatisfied with a recommendation we have made or with the services we have provided, you can make a complaint. We have a complaint procedure which is available on request and if you wish to register a complaint please contact us:

In Writing:

The Compliance Officer,
Wingate Benefit Solutions,
Quadrant House,
61-65 Croydon Road,
Caterham, Surrey
CR3 6PB

By Phone: 01883 332260

For your further protection, if you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. Their address and contact details are provided below:

Financial Ombudsman Service

Exchange Tower,
1 Harbour Exchange Square,
London,
E14 9SR

Tel: 0800 023 4567 / 0300 123 9123

Web: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Please be assured that we treat all complaints seriously and impartially.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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 limit of £85,000 per person, per firm.

Insurance advising and arranging is, in the majority of cases, covered for 90% of the claim but without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS
<http://www.fscs.org.uk/>

Non-Regulated Products

We may on occasion, advise you on financial products which are not regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

The Financial Services Compensation Scheme does not apply to any of these products. Accordingly you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

5. Our Obligations

Conflict of Interest

Wingate Benefit Solutions offers advice in accordance with that disclosed to you in this document. Occasions may arise where we or one of our other clients have some form of interest in the 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 to proceed before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

We have a Conflicts of Interest policy. If you want to see a copy of it please ask us.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Best Execution

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

A copy of our Best Execution policy is available on request.

Delays

We will not be responsible or liable for any delay or failure to perform the services, where matters beyond our control cause such delay or failure. You have no rights or remedies regarding such matters. If you require us to attend to a matter urgently, please let us know and we will endeavour to accommodate your request. If additional fees will apply, we will let you know in writing.

Accounting to You

We will confirm to you in writing the basis or our reason for recommending the proposed transaction.

We will make arrangements for your plans 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 plans 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.

Protecting your personal information

We take your privacy seriously and we will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this client agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.

Special categories of personal data

There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

Anti-Bribery Policy

We are committed to doing business ethically with the highest standards of integrity and maintaining a culture which reinforces and encourages this approach within our employees, advisers and business partners. We have a specific policy which sets out the structure of the systems and controls that Wingate Benefit Solutions have in place to prevent the involvement of the company or employees in bribery or corruption. A copy of the policy is available on request.

Wingate Benefit Solutions has a zero tolerance of bribery in all the company's activities including our management, employees, introducers, agents or any other associated persons.

6. Cancellation

Changing your mind

You should only proceed with the implementation of our advice once you are happy with all elements involved with it. As highlighted above, please ensure you are aware of the details of the products and that it matches your objectives and attitude to investment risk.

In most cases, you can exercise a right to cancel by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a pension policy and an annuity.

The start of the cancellation period depends on the provider and will be detailed in their key features document.

The instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

You should be aware that the right to cancel a new contract would not normally mean any cancelled or transfer contracts can be reinstated, and any benefits provided may be lost.

Termination of Agreement

We may terminate this agreement by giving you at least 20 business days' written notice. You may terminate this agreement at any time without penalty. Notice of termination must be given in writing and will effect from the date of receipt. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services we have provided before cancelling and any outstanding fees, if applicable.

7. General

Recording of Calls

During our performance of the services, telephone calls between you and our employees may be recorded for our mutual protection and/or for training purposes.

Risk Factors

Our advice is based on our understanding of current UK taxation legislation, current English Law and regulations which may be subject to future change.

Wingate Benefit Solutions are not lawyers, specialist tax advisers, accountants or auditors. Should you require advice of this nature you must consult your own advisers and any advice that you receive would be outside the scope of this Agreement.

Insofar as permitted by law or rules of the Financial Conduct Authority, we will not be liable for any costs, claims, expenses or any failure or default in the provisions of our Services as a result of you supplying information to us which is inaccurate or insufficient unless you made reasonable enquiry to ensure its accuracy or completeness.

Disclosure of Information on Documents

You must ensure that all statements you make on application forms and other documents are full and accurate.

Mode of Communication

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

Our Responsibilities

We will provide our services in accordance with these terms and conditions. Any advice, information, reports, opinions in whatever form these are provided under this Client Agreement will be addressed to you and provided for your exclusive use and benefit.

Money Laundering Requirements

We are required to comply with the Money Laundering Regulations 2017.

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we will use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

We will undertake search/es with Experian for the purposes of verifying your identity. To do so, Experian may check the details we supply against particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search/es will be retained.

Document Storage

We will keep files, electronic records and papers relating to client matters for a minimum period of six years from the date we cease to work on the matter, which is one year in excess of the minimum required period. After which we may dispose of the records as we reasonably consider appropriate, except records relating to Pension Transfers, Opt Outs and Free Standing Additional Voluntary Contributions's (FSAVC's) which are retained indefinitely.

Changes to these terms

This agreement can only be amended if the amendment is made in writing and both parties have agreed to the amendment.

Succession

If, at any time, the business of Wingate Benefit Solutions is transferred to a successor company or partnership, all work on which we have been instructed by you may be carried out by the successor company or partnership and references to "we" and "us" in these standard terms shall from the date of the transfer be interpreted as reference to the successor company or partnership.

Client Agreement - 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. If there are any terms within this agreement that you do not understand, please ask for further information.

The terms of this agreement will come into effect from the date of signing the declaration below and shall replace any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

By signing the declaration below you are confirming that you have read and understood the terms of this Client Agreement and are consenting to these terms along with the transfer of your personal information in accordance with our privacy policy and the protections we have outlined in this document.

Client signature:

Client name:

Date:

Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described previously, we require your explicit consent by indicating your agreement to the following statement:

I consent to the processing of sensitive personal data as far as it is necessary for the services I require from Wingate Benefit Solutions.

Client signature:

Client name:

Date:

Please note that you may withdraw this consent at any time by notifying us in writing at our main business address.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I consent to be contacted for marketing purposes by:

Email

Telephone

Text message

Post

I do not consent to be contacted for marketing purposes

Client signature:

Client name:

Date:

Please note that you may withdraw this consent at any time by notifying us in writing at our main business address.



Wingate Benefit Solutions

Quadrant House • 61-65 Croydon Road • Caterham • Surrey • CR3 6PB
t: 01883 332260 f: 01883 332278 e: info@wingatebs.com w: wingatebs.com

Registered in England No. 03872950 Authorised and Regulated by the Financial Conduct Authority

Wingate Benefit Solutions is the trading name of **WFS Consulting Ltd**

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