



New Leaf Distribution Ltd  
Princess Caroline House  
1 High Street  
Southend  
Essex  
SS1 1JE  
Telephone: 01702 431130

## CLIENT AGREEMENT

**This client agreement is issued on behalf of New Leaf Distribution Limited (The Company).**

The document sets out the standard costs and charges that apply to the advice and service that we provide to clients. The actual amount payable will be confirmed to you in writing before any liability for these costs and charges arises.

### 1 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

### 2 Whose products do we offer?

#### Insurance

- We offer products from a range of insurers for non-investment pure protection, personal general, household and commercial general insurance contracts.
- We only offer products from a limited number of insurers. Ask us for a list of the insurers we offer insurance from.
- We only offer products from a single insurer.

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#### Equity Release Products

- We offer lifetime mortgages, equity release products and home reversion schemes from the whole market.
- We only offer lifetime mortgages, equity release products and home reversion schemes from a limited number of companies.
- We only offer lifetime mortgages, equity release products and home reversion schemes from a single lender.
- We do not offer lifetime mortgages, equity release products or home reversion schemes.

### 3 Which service will we provide you with?

#### Insurance

- We will advise and make a recommendation for you after we have assessed your needs for non-investment pure protection, personal general insurance and household insurance.
- You will not receive advice or a recommendation from us for household or commercial general insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

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#### Equity Release Products

- We will advise and make a recommendation for you on lifetime mortgages, equity release products and home reversion schemes after we have assessed your needs..
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of lifetime mortgages, equity release products and home reversion schemes that we will provide details on. You will then need to make your own choice about how to proceed.

### 4 What will you have to pay us for our services?

#### Insurance

- A fee.
- No fee. We will receive commission from the insurance company selected for non-investment pure protection and personal general insurance.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

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#### Equity Release Products

- No fee. We will be paid by commission from the lender.
- A fee of up to £1995 in respect of our advice service. Where you accept an offer to purchase we may also receive commission from the lender/company that buys your home. Where we receive commission we will tell you of the amount to be received.

You will receive a key facts illustration when considering a particular mortgage or equity release product, which will tell you about any fees relating to it.

#### Refund of fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund
- A partial refund of 50% of the total fee payable for all of our services.
- No refund.

## 5 Who regulates us?

New Leaf Distribution is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 460421.

Our permitted business is investments, pensions, life assurance, mortgages and insurance mediation.

You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

## 6 What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing to

Complaints Department  
New Leaf Distribution Ltd  
Princess Caroline House  
High Street  
Southend  
Essex  
SS1 1JE

By phone on 01702 431130

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. . You can contact the Financial Ombudsman Service:

By phone... 0300 123 9123 or 0800 023 4567 or by email... [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## 7 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.

### Insurance

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

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

### Equity Release products

Equity Release advising and arranging is covered up to a maximum limit of £50,000.

Further information about compensation scheme arrangements is available from the FSCS.

### Message from the Financial Conduct Authority

**Think carefully about this information before deciding whether you want to go ahead.**

**If you are at all unsure about which equity release product is right for you, you should ask your adviser to make a recommendation.**

## Engagement

1. You (the person(s) signing as client(s) below) agree to engage us (the firm identified in clause 2) with the view of taking full advantage of our complete range of advice, research, personal recommendation and implementation services in respect of your personal financial planning needs.
2. We agree that we will review and report on your financial affairs; we will examine your life, health, retirement, investment and mortgage plans with a view of providing you with a professional opinion and high quality recommendations.
3. You agree to appoint us as your agent from the date that you sign this document. Unless otherwise agreed in writing we agree to treat you as a retail client. This means you are normally afforded the full protection of the FCA and other financial service consumer protection bodies. We will advise you if at any time you are not so protected.

## Communications

4. You agree to us communicating with you in English. We will act upon your written instruction in a timely manner. We are required to confirm back to you in writing, our understanding of any verbal instructions before we are able to act upon them. We will communicate with you by way of face to face, post, telephone and/or email.

## Client Identity

5. You agree to us obtaining verification of your identity in line with the requirements of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 and revised 2011. We will require you to provide verification of your identity before we are able to complete any transaction for you. We reserve the right to seek independent verification of your identity from a third party if necessary.

## Data Protection

6. You agree that we can maintain and retain an accurate record of all dealings with you for such periods of time as required by the FCA client record keeping rules.
7. We agree that we will hold your personal data in line with the requirements of the Data Protection Act 1998 (the Act). You or anyone authorised by you are able to request copies of all personal data we hold relating to you at any time. We may make an administration charge of £10 for this.
8. You agree that we can share this personal data with other organisations but only in pursuit of your financial planning needs, wherever a legal obligation may require it and with such Legal and Regulatory organisations that can make an information request to us.
9. You agree that we cannot be held responsible for holding or relying upon inaccurate information you have provided to us or where you have failed to keep this personal data up to date.

## Conflicts of Interest

10. We agree that we will always act honestly, fairly and professionally when conducting business with you at all times.
11. We agree to make you aware of any conflict of interest that we are aware of which arises between the advice we are providing for you and any of our other clients or ourselves and obtain your consent to continue before we carry out your instructions.

12. We agree to take all reasonable steps to ensure your fair treatment where a conflict of interest arises. A copy of our conflict of interest policy is available upon request.

## Products and Institutions

13. We agree that we will identify and make personal recommendations to you that are suitable and are considered to be in your best interests.
14. You have the right to give us specific instructions to restrict our advice and recommendations to specific areas of your needs and objectives. You need to let us know about any specific restrictions that you want to place on us.
15. We may consider using both UK and Non-UK Institutions for your financial planning solutions. You should be aware that different legal and regulatory regimes may apply between UK and Non-UK Institutions. Your ability to enforce your legal rights or to seek compensation may also vary. If you do not wish to use a Non-UK Institution, please advise us immediately.

## Force Majeure

16. You agree that we cannot be held liable for any loss resulting from third party insolvency or failure of a third party to act with due skill, care and diligence. This is subject to us having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures.
17. If any Institution with whom you have a policy or with whom you hold an investment becomes insolvent, you may be limited in the amount of compensation against loss that you can receive. You may ask us for details of the compensation schemes relevant within other jurisdictions.

## Cancellation Rights

18. We agree that we will inform you of your statutory rights to cancel any application that you have submitted for any product. Most life and pension contracts allow for a 30 day cancellation period and most investment contracts allow 14 days. We will also inform you where there is no such cancellation period or a different cancellation period applies. Should you cancel either during or after the permitted period you may not get back the entire amount you invested.

## Costs and Charges

19. We will inform you in writing of the specific costs and charges relating to the work that we will be undertaking for you. All of our standard costs and charges are contained within our About Our Services document, which has been provided to you.

## Other Benefits

20. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we provide to our clients. We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

**Paying for our services**

- 21. You agree that you will pay for our services, as outlined in this Client Agreement document.
- 22. We will agree with you the preferred method of payment for our services before we undertake any work for you. We will also agree with you when payment for our services will be due.
- 23. Where a fee for our services is deducted or a commission is paid from a recommended product, you agree that in the event of the product not proceeding or being cancelled, if this results in non-payment or recall of the fee or commission, that you will pay the agreed fee or commission direct.
- 24. You agree that all payment for services will be made payable to the company and not to a named individual.

**Ongoing Services**

- 25. Where an ongoing service has been agreed, you agree that you will pay for those services.
- 26. The method and frequency of payment, and the level of service provided will be agreed with you at the outset of any agreement to provide ongoing services, and confirmed to you in writing.
- 27. An ongoing agreement may be cancelled by either party subject to 30 days written notice, and subject to the delivery of any outstanding items by us, and any settlement of monies due for the ongoing service by you.

**Client Consent**

This document 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.

I/We consent to the terms set out above.

**1<sup>st</sup> Client Name**

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**Signature**

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**2<sup>nd</sup> Client Name**

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**Signature**

\_\_\_\_\_

**Date**

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**Marketing Consent**

I/We wish to be contacted for marketing purposes.

I/We do not wish to be contacted for marketing purposes.

**Value Added Tax (VAT)**

- 28. You acknowledge that VAT may be payable on some of our services and that where VAT is payable that this is in addition to the amount we have agreed with you for the payment of our services. We will tell you when VAT is applicable and the amount of this VAT.

The New Leaf Distribution VAT number is - 911865520

**Other charges and taxes**

- 29. We agree to inform you of any other forms of charges or taxes that we might reasonably expect to become payable by virtue of your status and any product bought by you. We will not be able to confirm the exact amount in many circumstances.
- 30. You agree that we cannot be held liable for the amount of any other charges or taxes that become payable that are outside of our reasonable control.

**Law and Jurisdiction**

- 31. You agree that this agreement shall be governed and shall be construed in accordance with English Law and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.