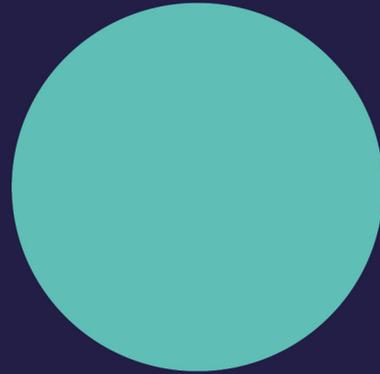




**Waterbridge Wealth**

**Client Agreement  
and Privacy Notice**



# Client Agreement for Investments & Insurances

## Our Services

We provide Independent Investment Advice. We will consider a range of regulated products from the available market that can meet the objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

For Non-investment protection contracts, we are an intermediary and will act on your behalf when providing advice and making our personal recommendations to you. We provide advice and will make our recommendation after considering a range of insurers for term assurance, income protection, critical illness.

## Our Approach

- To act with integrity
- To be open, honest and transparent in the way we deal with you;
- Not to place our interests above yours;
- To communicate with you clearly, promptly and without jargon;
- To seek honest feedback of our dealings with you to ensure we meet your expectations

We will be treating you as a “retail client” for investment business unless we notify you in writing to the contrary. 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.

## Our Fees

### Stage 1 – Information Gathering, Analysis/Research + Financial Plan £1,500

This is based on time to gather information from Providers, assess Risk Appetite and Capacity for Loss and assess Income and Expenditure. We then Analyse all existing plans and independently Research suitable alternatives to compare charges, providers, performance and plan features. At this stage we should have an indication of how suitable your existing plans are. We then use this information to create a Financial Plan using a detailed cash flow modelling tool, that takes into account your current financial circumstances. It is used to create projections to achieve a future goal within a given timeframe and uses a variety of assumptions that calculate the likelihood of achieving your target or goal. This creates a blueprint that we can review and update each year.

### Stage 2 – Advice + Implementation Max 3% - Min 1% (Above Fee of £1,500 waived)

To advise on and implement plans, our fee is based on a percentage of the amount you invest/transfer/switch as follows:

- 3% on the first £150,000 followed by
- 1% on £150,001 and above

This payment can either be facilitated by the product provider when they receive your funds or paid directly by you. The fees for Options 1 or 2 will be waived should you decide to implement a plan.



## Regular Investments

You will be required to pay for any regular investment advice on commencement of the policy. If more than one policy needs transacting, then these will be assessed individually, and costs notified at the outset based on the level of complexity. Our charge for implementing a regular contribution savings or investment plan is 3% of the total premiums in the first 12 months. Our minimum Fee is £1,500. The minimum fee will be waived in full if the cost of our advice exceeds the minimum fee.

## Non-Investment Protection contracts

When we arrange the sale of a protection contract, we will not charge you a fee, as we will receive a commission from the provider. The amount of this will be disclosed to you in the product literature.

## Ongoing Services

It is important to review certain types of investments and your Financial Plan on a regular basis. At the time of, or prior to our recommendation to you, we will discuss our on-going service proposition. This is confirmed in our 'Client Service Proposition' document which will be provided to you separately where required.

## VAT

Under current legislation our standard services are not subject to VAT but should this change in future and VAT becomes payable, we will notify you before conducting any further work. However, should you decide not to implement our recommendations, then our advice fee will become subject to VAT. In any circumstance we will advise you before we undertake any work for you.

## Cancellation Rights

You have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection policies this will begin when you are informed that the contract has been concluded. Instructions for exercising your right to cancel will be contained in the relevant product information issued to you. If you cancel a single premium contract, you may incur a loss due to market movements. This means that in certain circumstances you might not get back the full amount you invested.

## Client Money

We are not permitted to handle client money or handle cash.

## Complaints

If you wish to register a complaint, please write to Waterbridge Financial Planning Ltd, 13 Market Street, Penistone, Sheffield, S36 6BZ. Telephone 01226 447755 or e-mail Greig@waterbridgewealth.com. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567. The Financial Ombudsman Service is a free and easy-to-use service that settles complaints between consumers and businesses that provide financial services.

## Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. For investment business you will be covered up to a maximum of £85,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

## Anti-Money laundering

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 may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

## Force Majeure

Waterbridge Financial Planning Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

## 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 a due proportion of any period charges for services shall be settled to that date.

## Examples of how we charge our Fees.

### Lump Sum Investments

Example 1; You invest £45,000, our Implementation fee would be £1,350 (3%). As this does not meet the minimum advice fee, a further charge of £150 would be applied. The total fee payable would be £1,500.

Example 2; You invest £300,000, our Implementation fee would be £6,000 (3% of the first £150,000 (£4,500) plus 1% of the next £150,000 (£1,500) = £6,000). As this exceeds the minimum advice fee, no other charges would be applied. The total fee payable would be £6,000.

### Regular Investments

Example 1; Your monthly contribution is £166, our Implementation fee would be £59.76 ( $£166 \times 12 \text{ months} = £1,992 \times 3\% = £59.76$ ) As this does not meet the minimum advice fee, a further charge of £1,440.24 would be applied to meet our minimum advice fee of £1,500 upon completion of our report and can be payable either in full directly or taken monthly from the premiums for the first 12 months.

Example 2; Your monthly contribution is £6,000, our Implementation fee would be £2,160. ( $£6,000 \times 12 \text{ months} = £72,000 \times 3\% = £2,160$ ) As this exceeds the minimum advice fee no other charges would be applied. The total fee payable would be £2,160.

## Facilitation of Payments

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.

Paid by deduction from funds

Paid directly

## Risks

We will inform you if any investment we recommend restricts future access to your capital. You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

Waterbridge Financial Planning Ltd is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities 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. Our Financial Services Register number is 734536.

## Declaration

<b>Client Name</b>	
<b>Signed</b>	
<b>Date</b>	

<b>Client Name</b>	
<b>Signed</b>	
<b>Date</b>	



# Customer Privacy Notice

## Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (Your Personal Data). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

## What do we mean by “Your Personal Data”?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, national insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

**In the context of providing you with assistance in relation to your Investment/Mortgage/Finance and/or Insurance requirements Your Personal Data may include:**

- Title, name, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing investment/mortgage/finance and/or insurance products and the terms and conditions relating to these

## The basis upon which our firm will deal with Your Personal Data

When we speak with you about your investment/mortgage/finance and/or insurance requirements we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance

Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal Data for contractual responsibilities we may owe our regulator, The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

## The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance / ethical investments, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (Your Special Data). We will record and use Your Special Data in order to make enquiries of insurance / investment providers in relation to insurance products that may meet your needs and to provide you with advice/guidance regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together “Criminal Disclosures”). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

## How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to investment/mortgages/finance and insurance. You will provide information to us verbally and in writing, including email. All information you provide is held in the strictest confidence and our meetings are typically recorded, although we offer clients the ability to opt out of this.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.



## What happens to Your Personal Data when it is disclosed to us?

### In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (websites, email, hard drives, and cloud facilities). This information can only be accessed by employees and consultants within our firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service.
- Submit Your Personal Data to Product Providers/Mortgage Lenders/Commercial Lenders and/or Insurance Product providers both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any investment/mortgage/finance product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware.

## Sharing Your Personal Data

### From time to time Your Personal Data will be shared with:

- Investment providers / Mortgage lenders / Finance lenders / Insurance providers (delete as appropriate)
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our compliance advisers, product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case, Your Personal Data will only be shared for the purposes set out in this Customer Privacy Notice, i.e. to progress your investment/mortgage/finance and/or insurance enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

We do not envisage that the performance by us of our service will involve Your Personal Data being transferred outside of the European Economic Area.

## Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper form for a minimum period of 6 years following the advice/service you receive from us, although your data could be held for a longer period where this may be needed to meet the requirements of our regulatory bodies.

## Your rights in relation to Your Personal Data

**You can:**

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

## How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

**Greig Godfrey - Firm Principle/Compliance Officer**

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

## Data Subject Consent Form

I hereby grant Waterbridge Financial Planning Ltd permission to process my personal data for the purpose stated in the Customer Privacy Notice above.

<b>Signed</b>	
<b>Print Name</b>	
<b>Date</b>	

<b>Signed</b>	
<b>Print Name</b>	
<b>Date</b>	

## Marketing Consent

I, hereby grant Waterbridge Financial Planning Ltd permission to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services that we think may be of interest to you and by any means of communication that is suitable at the time.

### IMPORTANT NOTES: Marketing by our Firm

If you do not indicate your agreement for us to make contact with you, we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

We would like to maintain a record of your express consent for us to contact you by post, telephone, SMS, email and instant messaging for marketing our products or services that we think may be of interest to you. Please indicate your consent to us contacting you by any of the means specified below:

Post  Phone  SMS  Email  Instant Messaging\*



## Get in touch

 01226 447755

 [welcome@waterbridgewealth.com](mailto:welcome@waterbridgewealth.com)

 [www.waterbridgewealth.com](http://www.waterbridgewealth.com)

 Waterbridge Wealth, 13 Market Street,  
Penistone, Sheffield, S36 6BZ

