

**If you would like this document in larger print or in another format,
please contact us.**



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Client Agreement

This agreement sets out the terms under which we will provide our services to you, and our respective obligations, so it is important that you read it fully and in conjunction with our Services and Charges document, which we have also provided you with. If there is anything you do not understand, please ask us to explain it.

Section 4 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we agree with you, and the cost for these, will be outlined in a separate Engagement Agreement.

If you have a question or concern about any aspect of our services, please contact us using the contact details provided above.

1. Our obligations

Our recommendations

- Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.
- Before making any recommendations we will carry out a suitability assessment so that we are able to act in your best interests.
- We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we have recommended.
- Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you a report setting out the results of our assessment and, if relevant, any updated recommendations.
- Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial

markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

- Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.
- We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.
- In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.
- We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

Financial crime

- We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.
- We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

Best execution

- Where we send investment applications on your behalf to third parties (for example to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
- We have a best execution policy. If you want to see a copy of it please ask us.

Conflicts of interest

- Although we will always try to act in your best interests there may be situations where we or one of our other clients has 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 own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Protecting personal information

- To provide our services properly, we will need to collect information on your personal and financial circumstances. We take your privacy seriously and we will only use personal information to deliver our services, or for legal, regulatory or insurance purposes related to our services. For further details on how we process data, refer to the Appendix at the end of this document.

Services offered as part of a package

- Where we offer services or products as part of a package, we will tell you whether it is possible to buy the different components separately and, if relevant, disclose the costs and charges of each component. We will also tell you if the risks resulting from the package are likely to be different from the risks

associated with the individual components and explain how (if relevant) the package modifies the investment risk.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, fax, SMS text message or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

2. Your obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

- Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Legal and accounting advice

- We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

3. Cancellation and amendments

Ending this agreement

- We may terminate this agreement by giving you at least 20 business day's written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take 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 cancellation and any outstanding fees or commission claw back, if applicable.

Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will inform you of such changes the next time we write to you, or you attend a meeting with one of our advisers.

Product cancellation rights

- Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

4. Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 543311.
- Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts.
- You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we will treat you as a **retail client** for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
 - **Telephone:** 0161 761 2534
 - **Email:** info@moscrospfp.co.uk
 - **In writing:** Peter S Bolton Compliance Officer
Moscrops Financial Planning
2 Millett House
Millett Street
Bury, BL9 0JA
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.
- You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
 - Investments** - eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm.
 - Insurance** - in the majority of cases, eligible claims relating to advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit.
- Further information is available from the FSCS at www.fscs.org.uk.

Client money

We are not permitted to handle client money or cash and we therefore cannot accept a cheque made out to us unless it is in respect of a service for which we have sent you an engagement agreement and/or an invoice.

Benefits we may receive

- Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (eg, product providers) as this would conflict with our independent status.

- From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.

5. Declaration

- I/We acknowledge that the client agreement will come into effect once it has been signed by me/us and will remain in force until terminated.
- This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Date of Issue:	
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Client name(s):	
Client signature(s)	
Client name(s):	
Client signature(s)	
Date:	

Signed on behalf of Moscrops Financial Planning

Adviser name:	
Adviser signature:	
Date:	

Moscrops Financial Planning is a trading style of Moscrops Financial Planning (Bury) LLP which is authorised and regulated by the Financial Conduct Authority. Registered in England Number OC360289. The Financial Conduct Authority does not regulate estate planning or tax advice.

Appendix – Protecting your personal information

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services or for legal, regulatory or insurance purposes related to our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints and meeting our Professional Indemnity Insurer's expectations. Generally these are the lawful bases 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 the above mentioned purposes.
- 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 will 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 (for example 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 (for example telephone/email /letter etc.). If you wish to know the names of these third parties please contact us for further information.
- 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.
- In our Privacy Notice 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.

Record of Changes

Version	Changes
Version 8, July 2023	Addition of a text box on page 1 'If you would like this document in larger print or in another format, please contact us.'
Version 9, Nov 2024	Updates to 'Protecting personal information' and Appendix to clarify the lawful basis options for collecting and using personal data. Addition of wording 'If you have a question or concern about any aspect of our services, please contact us using the contact details provided above'.