

Client Agreement

This **client agreement** is issued on behalf of Create Wealth Management Ltd and should be read in conjunction with '**Our Services & Charges**' document. We have offices in Windsor, Marlow, Newport and Cardiff and can be contacted on 0800 118 2526 or by email to enquiries@createwealth.co.uk

Independent Advice

Create Wealth Management Ltd is a Chartered financial planning firm that provides clients with unbiased and unrestricted advice based on a comprehensive and fair analysis of the relevant market.

Authorisation Statement

Create Wealth Management Ltd is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA. Our firm reference number is 425738.

Permitted Business

Our permitted business is to advise on and arrange investments, pensions, mortgages and non-investment insurance contracts. Create Wealth Management Ltd is bound by the rules of the Financial Conduct Authority and Professional Indemnity Insurance is maintained for the protection of clients.

Client Classification

Unless we notify you in writing to the contrary, we will treat you as a "retail client" for investment business (as defined by our regulator). This means that you are afforded the highest level of protection under the UK regulatory system and may have the right to take any complaint to the Financial Ombudsman Service. We only provide advice to UK resident and domicile clients unless explicitly agreed in writing from the relevant overseas regulator.

Communications

We will communicate with you using the English language both verbally and in writing. We only accept written (or email) instructions in order for us to carry out transactions on your behalf; to avoid any misunderstandings.

Services Provided

As a Chartered firm providing independent advice, we offer an initial discussion at our expense, which allows us to explain our services more fully, the costs involved and to answer any questions you may have. We will advise and make recommendations after we have established your current personal and financial circumstances, agreed your needs and objectives and confirmed your attitude to investment risk. We will issue you with a suitability report, which we often refer to as your **Create Wealth Management Plan™** to confirm our recommendations.

Unless advised and confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you; or the types of investment we may recommend and we assume you wish to place no restrictions on the markets in which transactions are to be executed. We may on occasion, advise upon other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

The firm does not handle client money. We never handle cash or accept a cheque made out to us, unless it is in settlement of charges or disbursements for which we have provided an invoice. We will make arrangements for all your investments to be registered in your name unless you instruct us otherwise in writing.



Create Wealth Management Ltd T 0800 118 2526 E enquiries@createwealth.co.uk www.createwealth.co.uk

Windsor
Castle Hill House, 12 Castle Hill
Windsor, Berks SL4 1PD

Marlow
The Old Barrel Store, Draymans Lane
Marlow, Bucks SL7 2FF

Newport
The Estates Office, 25-26 Gold Tops
Newport NP20 4PG

Cardiff
Sophia House, 28 Cathedral Road
Cardiff CF11 9LJ

Monitoring your circumstances and the progress of your investments regularly is essential. Investments arranged on your behalf will be kept under review via our **Ongoing Service – regular reviews**. Optimising returns is important for all investors however, changes in legislation, taxation, fund managers and investment performance may drive the need for change as could your personal circumstances and attitude to risk. Our regular face to face client meetings enables us to review these key areas.

Please note that should you decide not to receive our ongoing service your investments will not be kept under review.

Paying for Services

We will discuss your payment options with you and answer any questions you may have. We will not charge you anything until you have agreed how we are to be paid by signing a **Letter of Engagement**, which we will prepare, based upon your individual circumstances and objectives.

Whether you buy a financial product or not, you will pay an agreed fee for our advice and services on the completion of our work. We will confirm the amount in writing before beginning work. Under current legislation our services are not subject to VAT, but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Investment Risk

All investments carry a degree of financial risk, and this will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value, along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the product, the contents/assets of that product, the risk associated with the product and are content to accept that level of risk as being commensurate with your noted and accepted attitude to risk.

Investments carry varying degrees of risk and their underlying value can fall as well as rise and you may not get back the full amount invested.

Our Ethical Policy

We are committed to providing you with the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- place your interests above ours;
- communicate clearly, promptly and without jargon;
- identify any improvements required.

Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from a contract, plan or policy. In general terms you will normally 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 contract, plans or policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract, plan or policy is concluded or, if later, the day on which you receive the contractual terms and conditions.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel a single contribution contract, plan or policy, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested in exercising your right to cancel.



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Making a Complaint

If you should have any complaint about the advice you receive or a product that you have bought please write to the Compliance Officer, Mr Peter Davies, at Create Wealth Management Ltd, The Estates Office, 25-26 Gold Tops, Newport NP20 4PG; email: peter.davies@createwealth.co.uk or telephone 0800 118 2526. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, Tel: 0800 023 4567. More detail can be found on their website: www.financial-ombudsman.org.uk

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>

Force Majeure

Create Wealth Management 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.

Commencement Date & Termination

This Client Agreement is effective from the date of receipt having subsequently been read, understood, signed and dated. 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 any chargeable transactions or services effected before termination and a due proportion of any period charges for services shall be settled to that date.

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.

Commission

'The firm' may on occasion receive legacy commission from a product provider in respect of your historic investments.

Material Interest

We will act honestly, fairly and professionally. Occasions may arise where we or one of our other clients will have some form of interest in business that we are transacting 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 inform you in writing and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

Law

This Client Agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available from that Act.



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Declaration and Client Consent

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 there are any points on which you are unsure, please contact us as soon as possible. Please sign both copies of this agreement and return one copy to us.

I/we authorise the transfer of information on a confidential basis when warranted between any such third parties. I/we also confirm receipt of the 'Our Services & Charges' document.

Date Issued		By:
Client Name(s)		
Client Signature(s):		
Date Signed:		

24.1 Client Agreement V.7 11/22



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