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Email: [becky@willowfs.co.uk](mailto:becky@willowfs.co.uk)

### **Client Agreement**

If you have a question or concern about any aspect of our services, please contact us at:

- **Telephone:** 01782 331158
- **Email:** [info@willowfs.co.uk](mailto:info@willowfs.co.uk)

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Client Agreement (What We Do and How We Charge)** document which has also been provided to you.

**Useful Information About Our Services** includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in the **Services Agreed** section.

### **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 don't 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.

- **Mortgage recommendations** - We will confirm to you in writing the basis of our recommendations (our suitability report). We will also provide you with a 'Key Facts' Illustration (KFI) or a European Standardised Information Sheet (ESIS) which is a personalised description of the costs and features of the mortgage / product that we are recommending.
- You may ask us to provide you with additional KFIs or ESISs for any mortgage / product for which you are eligible.
- 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 contact you to ensure the information we hold remains accurate. Following our review, we will issue a report confirming our discussions and, if relevant, our 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.
- We may take into account your expertise as a professional client when complying with the requirements to provide you with a general description of the nature and risks of particular transactions.
- We are entitled to assume that in relation to the products, transactions and services for which you are categorised as a professional client, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.
- We are also entitled to assume that you are able to financially bear any investment risks consistent with your investment objectives.

### **Pension transfer advice involving the transfer of safeguarded benefits**

- A cash equivalent transfer value (CETV) confirms the amount available to transfer to an alternative plan in exchange for giving up your rights under your existing defined benefit (final salary) scheme. You will need to obtain a CETV if you are considering transferring from your existing scheme.
- If we agree to provide you with a service in relation to defined benefit (final salary) pension transfer advice, we are unable to guarantee that we will be able to provide that advice before the associated CETV expires. The process involved in providing this type of advice can be lengthy due to the nature and complexity of the benefits involved. Therefore our obligation to you is to make sure that you fully understand this before entering into an agreement with us.
- If your CETV does expire before advice can be given, any subsequent CETV may be less (or more) in value when this figure is recalculated by the scheme. You may also be charged a fee by the pension scheme trustees for providing you with a new CETV.
- We will not implement or facilitate a defined benefit pension transfer unless we provide the advice and we are satisfied that it is in your interest to transfer.
- We will only implement the advice we provide, including the underlying solutions and we will not implement or facilitate anything that differs from our recommendation.

### **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 (e.g. 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'.

### **Conflict of Interests**

- 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 client's conflict with your own interests, we will write to you and ask for your consent before we carry out 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.

### **Communicating with You**

- Our normal ways of communicating with you are by telephone, post, e-mail, 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.
- Disclosure documents relevant to any recommendations made will be provided via email as standard procedure, however if an email address is not available or you would prefer a paper copy please let us know and a physical document will be provided.

### **Recording Telephone Calls**

We will not record telephone conversations.

Any request that relates to the conclusion of transactions or the reception, transmission or execution of client orders will **only be accepted when provided in writing**.

### **Services Offered as part of a Package**

Where we offer services or products as part of a package, we will tell you whether it's 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.

### **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's 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.

#### **Payment for services**

- By signing this agreement, you are agreeing to pay the charges for our services as set out in the **Services Agreed** section. Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.
- Our **initial** charges are payable once we've completed our agreed work and must be settled within 28 business days.
- If you are paying our **initial charges** by instalment (only applies when you have taken out a regular contribution contract) it is important that you make payments as agreed. Where you miss a payment, or cancel the contract from where the payments are coming from we will amalgamate a missed payment into the next month's payment or on cancellation provide a full invoice for the outstanding amount.

- In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.
- Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- The date when our charges for **ongoing** services will start will vary depending on the product/provider selected in our recommendations. Example: Ongoing charges taken through Fidelity Funds Network are paid monthly and will normally be made no later than the 10th of each month. However, the charge, frequency and commencement date will be disclosed prior to implementation of advice. Our direct charges are payable within 28 business days of the end of the relevant period.
- **Ongoing** services can be cancelled at any time by informing us in writing (see **Cancellation and Amendments**) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a percentage of your investments, the amount of our **ongoing** charges may increase as the size of your fund grows.

#### **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.

#### **Cancellation and Amendments**

##### **Ending this 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 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, if applicable.

## Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 28 business days.

## 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.
- Please note that there is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

## Useful Information About Our Services

### Who authorises us to advise you?

- Willow Financial Solutions Ltd is an appointed representative of pi Financial Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm FCA reference number is 480490. pi Financial Ltd' firm reference number is 186419.
- Willow Financial Solutions Ltd is registered in England. Registered Address – 319a Uttoxeter Road, Blythe Bridge, Stoke-on-Trent, Staffordshire, ST11 9QA Registration number – 9837053.
- pi Financial Ltd is registered in England. Registered Address – Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU. Registration number – 03556277.
- pi Financial Ltd' permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.
- You can check our details 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.
- 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:** +44 (0) 1743 282222
  - **Email:** [compliance@pifinancial.co.uk](mailto:compliance@pifinancial.co.uk)
  - **In writing:** write to The Compliance Director, pi Financial Ltd, Morfe House, Belle Vue Road, Shrewsbury, Shropshire, SY3 7LU
- 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](http://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 can't 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 for most types of investment business are covered for 100% of a claim up to a maximum of **£85,000 per person per firm**.
  - **Deposit** compensation limit is **£85,000**.
  - **Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for **90% or 100% of the claim**, without any upper limit.
  - **Mortgages** - advising and arranging is covered up to a maximum limit of £50,000.
- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### **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 (e.g. 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 doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

**Services Agreed**

<b>Initial Services to be Provided</b>	<b>Details of Agreed Fee</b>
For works relating to the recommendation and implementation of retirement/investment planning advice.	
For works relating to the recommendation and implementation of protection planning advice.	
For works relating to the recommendation and implementation of mortgage planning advice.	
<b>Ongoing Services to be Provided</b>	<b>Details of Agreed Fee</b>
For annual reviews of performance and ongoing suitability of investments.	

**Declaration**

Date of Issue:	
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Signed on behalf of Willow Financial Solutions Ltd

Adviser Name:	Rebecca J Hammonds
Adviser Signature:	
Date:	

- I/We acknowledge that the client agreement will come into effect once it has been signed by all parties 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.

Client Name(s):	
Client Signature(s):	
Date:	

Client Name(s):	
Client Signature(s):	
Date:	



## Appendix A - 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.
- 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 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 (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.
- As part of this 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.
- Our Privacy Notice will be issued with this Client Agreement. 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

**Consent**

**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 above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Willow Financial Solutions Ltd.**

Client Name(s):	
Client Signature(s):	
Date:	

Client Name(s):	
Client Signature(s):	
Date:	

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

We may also 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. If you wish to know the names of these third parties, please contact us for further information.

**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 / we consent to be contacted for marketing purposes by:**

**Email**  **Telephone**  **Text message**  **Post**

Client Name(s):	
Client Signature(s):	
Date:	

Client Name(s):	
Client Signature(s):	
Date:	

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