#### DIRECT OFFER CLIENT AGREEMENT FOR Hencilla Canworth Ltd.

# **REGULATORY STATUS**

Hencilla Canworth Ltd, 6 Cherry Orchard Road, Croydon CR9 6AZ is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 226263.

You can check this on the FCA's Register by visiting the FCA's website -www.fsa.gov.uk/register/home.do or by contacting the FCA on 0845 606 1234.

# **DIRECT OFFER BUSINESS**

This client agreement is part of an information pack that we have provided to you and which contains information about the product including a letter from us.

The information that you have been provided with, within this pack, contains information about the product so that you can decide if it is suitable for you. We have not provided any advice or assessed the suitability of this product to your individual circumstances.

The only service we provide under this client agreement is helping with the administrative arrangements for you to obtain the product you have chosen.

If you decide that the product is suitable for you and you want to apply for the product we will, on your instructions, make contact with the product provider to effect the administrative arrangements for you to obtain the product from the product provider.

This client agreement relates to the arrangement of this particular product only. It covers no other existing or further services we may provide you at different times. Any other services we already provide or agree to provide in future, including the provision of advice, is or will be subject to a separate client agreement.

If you are unsure whether this product is suitable for you and would like advice please contact us for information about our advice service, which is governed by a different client agreement.

## **INVESTMENT SERVICES**

Hencilla Canworth Ltd is permitted to advise on and arrange (bring about) deals in investments.

With regards to investments which we arrange for you under this agreement, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Hencilla Canworth Ltd **does not handle clients' money.** We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice). If you do send us money this may delay your transaction as we may have to return this money to you.

#### **CLIENT CATEGORISATION**

In providing services to you, we will categorise you as a 'retail client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'retail client' the regulatory protections available to you are determined by this category and will be "the highest available".

### **CONFLICTS OF INTEREST**

Occasions may arise where we or one of our clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure your fair treatment.

#### **TERMINATION OF AUTHORITY**

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

## **RIGHT TO WITHDRAW**

In the case of packaged investment products – such as a group personal pension, a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

## **CLIENTS RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Full details of the risk factors associated with the product we have arranged for you are contained in the product literature which you will be supplied with as part of our service to you under this client agreement.

#### HOW WE CHARGE YOU FOR OUR SERVICES

Our income could come either from payments, commonly called 'commission', from companies we arrange business with, or, in some cases, we may be paid a fee by another party.

The amount of commission we will receive is explained within the information pack in which this client agreement is included.

We can accept fees in place of commission for arranging business for you. Please contact us if you want to discuss this.

## Information about other costs and associated charges

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

### **ACCOUNTING TO YOU**

When we arrange investments for you we will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## **BEST EXECUTION POLICY**

It is in the interests of our clients and Hencilla Canworth Itd that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions. Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

#### MODE OF COMMUNICATION

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

## WHAT TO DO IF YOU HAVE A COMPLAINT

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

- In writing: Write to Mr David Pollard, Hencilla Canworth Ltd, Simpson House, 6 Cherry Orchard Road, Croydon CR9 6AZ
- By phone: Telephone 0208 686 5050

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

# 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. Most types of investment business are covered up to a maximum limit of £85,000. Further information about compensation scheme arrangements is available from the FSCS

# **DATA PROTECTION**

Please refer to the separate Data Protection Statement that we have issued to you that sets out how we collect and use data about you or see the link below.

https://www.hencilla.co.uk/Documents/HC\_Privacy\_Notice.pdf

### **CLIENT'S CONSENT**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date you receive this document.