



TERMS AND CONDITIONS OF BUSINESS

Please read in connection with the documents "Key Facts about our Services & Costs and any fee agreement that we issue.

Commencement of terms of business

These terms of business will commence on the date of receipt.

Regulation & Status

Harmony Wealth Management is an appointed representative of Charles James Financial Planning which is authorised and regulated by the Financial Services Authority. Charles James Financial Planning FSA Registration number is 135205.

You can check this on the FSAs register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Client category

For investment business, it is a requirement of the Financial Services Authority that clients are categorised into one of three categories (Retail, Professional or Eligible Counterpart). We have categorised you as a 'Retail Client' for investment business.

Where relevant, for mortgage business you will be categorised as a 'Customer' and for insurance business you will be categorised as either a 'Retail Customer' or a 'Commercial Customer' depending on your circumstances.

Financial Objectives (Demands & Needs)

Following the issue of these terms, any subsequent advice or recommendation offered to you will be based on your stated objectives (demands & needs), acceptable level of risk and any restrictions you wish to place on the transaction. Details of your stated objectives will be included in either the suitability letter or demands & needs statement we will issue to you, to explain and confirm the basis of our recommendation and point out any key disadvantages. There may be exceptions to this, for example, business transacted on a non-advised or execution only basis (directly on your instructions whereby you will not have requested nor received investment advice, or where pre-prepared questions are used to determine the product and provider) or on a restricted advice basis (the firm's recommendations were restricted by the fact that not all relevant information was made available). If these situations exist, we will make it clear to you in any subsequent correspondence; however you will appreciate that our responsibility to you will be limited accordingly.

Financial & Personal Information Gathering

Where the information gathering has been limited to specific areas of financial planning, this is in accordance with your instructions, although you have been offered a comprehensive financial planning service. You confirm that all relevant and material facts have been disclosed. Where you have chosen not to disclose certain information, this is because you do not believe them to be relevant, but understand that such non-disclosure may affect any advice or recommendation given by us.

Services and products not regulated by the FSA

Some of the products and services we provide are not currently regulated by the FSA and include, but are not limited to arranging and advising on certain types of **mortgages (e.g. 'Buy to let' mortgages)** and some offshore schemes and investments. *Because advice given on these products is not regulated by the FSA you will not have any rights to financial redress under the Financial Ombudsman Service or Financial Services Compensation Scheme with regard to any future disputes.*

Payment for Services

Please see our "Key Facts" document which explains the options available. If we agree to charge you a fee for any work this will be agreed in writing separately via our "Fee Agreement".

Registration of investment / retention of policy documents

Where we arrange an investment, we will register these in your name unless otherwise agreed in writing.

Client Instruction

We prefer that any instructions be given in writing. If any advice, request for instruction or instructions are given orally, then they must be confirmed in writing, to avoid possible disputes.

Statement of Review

When we have arranged any transactions for which you have given instructions, we will not give you any further advice unless you request it but will be glad to advise you at any time you ask us to do so.

Conflict of interest & material interest

Occasions can arise where we, or one of our other clients, may have some form of interest in business, which we are transacting for you. If we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you and obtain your consent before we carry out your instructions

ID Verification

As part of our regulatory duties, we are obliged to verify as a minimum, the identity, and place of residence, source of funds and source of wealth of each investor. This process may require sight of certain documentation. We are unable to forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay in investing where Identity Verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you uninvested.

Receiving payments from clients

The Company does not handle client monies. We never handle cash or accept a cheque made out to us unless it is a cheque in settlement of our charges or disbursements which we have previously disclosed to you (normally through a fee agreement).

Risk Warnings

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.

Complaints Procedure

The firm maintains an internal written complaints procedure, a handout summarising this process is available on request.



HARMONY WEALTH MANAGEMENT
INDEPENDENT FINANCIAL ADVICE

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Termination

Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You may terminate your instructions to us at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of fourteen days notice. No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions, which are in progress at that time.

Express request to receive updates and information on new products and services

By accepting these terms you are giving an "express request" to receive telephone calls and other appropriate forms of contact relating to other products and services which may be of specific interest. You agree to your consent lasting until we hear to you from the contrary. If at any point you wish to cancel this consent you can simply inform us in writing or by telephone and we will alter our records accordingly. We shall only contact you during working hours. We will not however contact you at times or places when or where you have advised us not to make such contact.

Records & Data Protection Act 1998

So that we may fully understand your circumstances and requirements, we will need to collect information about you, which we will hold as Data controllers under the Data Protection Act 1998 [DPA 1998]. You agree that the information we hold about you can be held on computer and/or paper files. We will use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice is suitable to your particular circumstances. Our regulator the Financial Services Authority requires us to keep records of our regulated business transactions for minimum periods of time depending on the transaction type. However, we will not keep records longer than is necessary.

Under the DPA 1998 you or your appointed agent, have a right to inspect computer (and certain manual) records relating to you and your transactions through ourselves and where appropriate have them corrected or deleted. All such requests for information must be referred to the Data Protection Officer. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality or where access to your data is necessary to protect your privacy.

Where other companies and / or third parties provide services to us, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you are aware that sensitive personal information (for example health details) held by us may be

disclosed on a confidential basis to such companies. You also agree that for the purposes described above your data may be transferred to countries outside the European Union and that information may be transferred electronically. Where relevant, I/we also understand that for any mortgage application my/our records may be passed to a credit agency and details of my/our personal records may be shared with other companies in relation to credit and preventing fraud.

Regulated Mortgages - Our Process Explained

If we are advising you about mortgages, at commencement of the process we will issue you with this document and the. We will then complete a financial planning and mortgage information questionnaire to enable appropriate advice to be given to you about your mortgage and possibly insurance requirements. Once we have established a suitable lender that meets your circumstances, we will provide you with a Key Facts Illustration (KFI), which details the product we have recommended and the costs involved in setting up your regulated mortgage contract. Once we have made our recommendations to you, we will confirm our advice in writing, in the form of a Suitability report. These recommendations will also include any implications of taking out a Mortgage. You should safeguard this Suitability report, as it will be an important record of our discussions. Details of the loan will also be confirmed in your lender's formal offer. These documents will enable you to make informed decisions and it is our aim to help you with this process. All documents should be read and understood and we invite any questions or concerns you may have relating to the advice given.

Risk Warnings - Regulated Mortgage Contracts:

Our assessment of whether you can afford to enter into a regulated mortgage contract is based on your current circumstances and on current interest rates, both of which may change in the future. You need to be aware that such variables may affect your ability to meet the mortgage payments, which could result in your property being repossessed. Remember

- YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.
- The actual rate available will depend upon your circumstances. To understand the features and risks, ask for a personalised illustration.
- Debt consolidation: think carefully before securing other debts against your home.
- Foreign currency mortgages: changes in the exchange rate may increase the sterling equivalent of your debt.



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- Yes, I/ we would like **Harmony Wealth Management** to keep in contact with me as detailed above.
- No, I am / we are not interested in receiving any further contact with **Harmony Wealth Management** following completion of the transaction to which these terms apply
- I/we also consent to **Harmony Wealth Management** sharing our information with other carefully selected organisations, so that they, can inform us of other products and services which may be of interest.

I/We have read and consent to the terms within this Client Agreement. I/We hereby authorise the holding of my information, and transfer of information between such third parties when warranted, as described above, on a confidential basis. I/We authorise **Harmony Wealth Management** to act on my/our behalf and fully understand the commitment being taken.

Client Name (1)	Signature 1	Date
.....
Client Name (2)	Signature 2	
.....	
Adviser Name	Adviser Signature	Date
.....

Note: If at any time you wish to cancel your consent you can simply inform us in writing or by telephone and we will alter our records accordingly.