

**JAMES  
MURRAY  
ASSOCIATES**  
INDEPENDENT FINANCIAL ADVISERS

# Client Agreement



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**At James Murray Associates (JMA) we believe that financial planning should be a continuous process, tailor made with your specific requirements at the heart of it all.**

### **About JMA**

James Murray Associates was founded in 1986. Since then we have built a strong business, servicing both corporate and individual clients based in London, the home counties and beyond. Our first-class team brings more than 250 years of industry experience and we are absolutely dedicated to providing you with the outstanding service for which we have become known.

Each of our advisers is fully qualified and have more than 25 years industry experience. Furthermore, our support team also bring a wealth of experience with most having specialised in their field for more than 20 years.

We actively manage the wealth of Private Clients as well as providing tailored Employee Benefit solutions to a wide range of Corporate Clients (ranging in size from 10 to 1,100 employees).

### **Our Values**

We understand that your financial objectives are unique and incredibly important to you. That is why we offer a bespoke and truly personalised service. When you become our client, we step into your shoes and ask ourselves: 'what would we do in your position – how would we plan?'

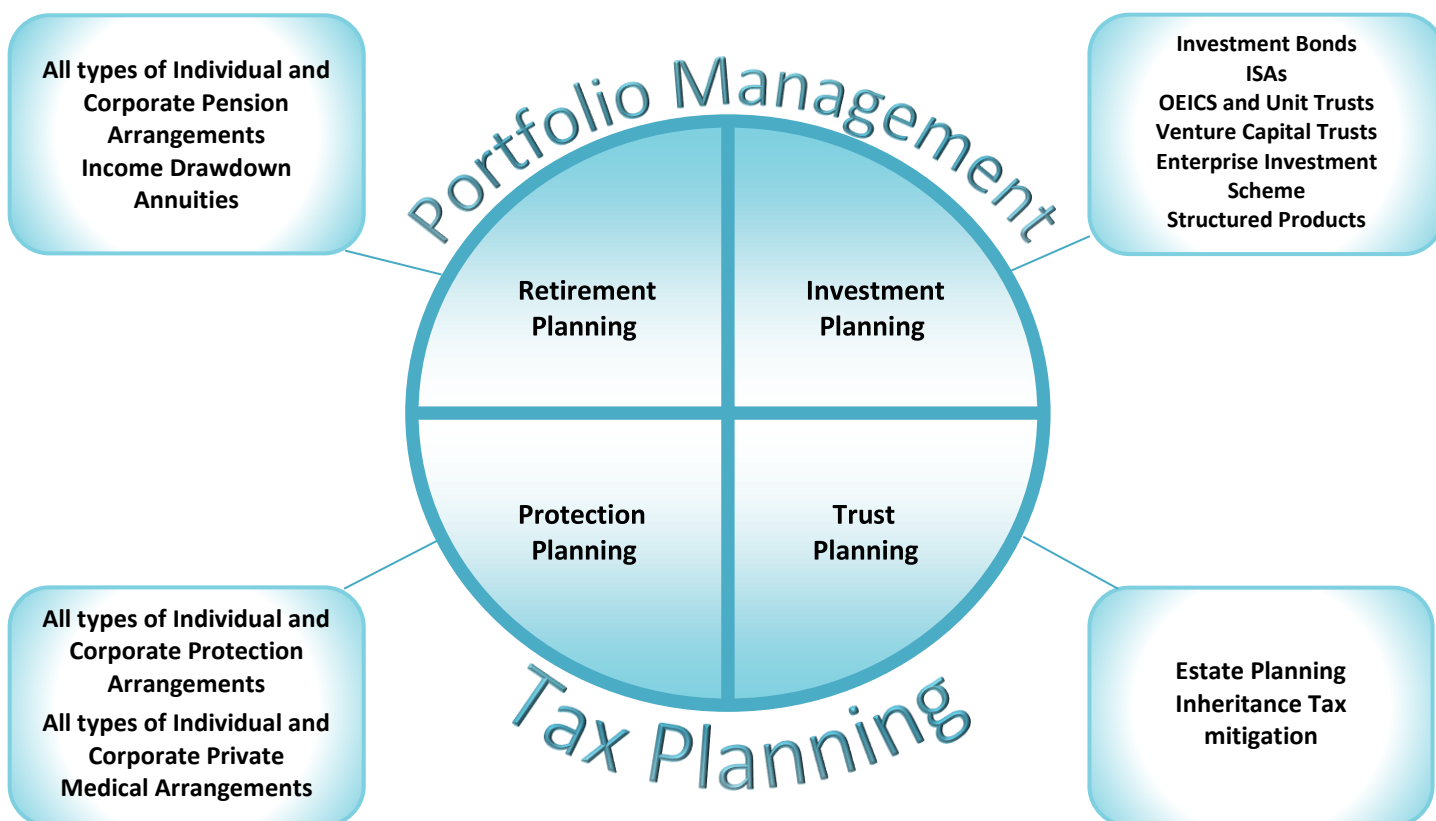
We also understand how important your money is and we never lose sight of this. We take great satisfaction in helping our clients protect and grow their wealth. The investment solutions and tax planning strategies we implement for our clients are exactly what we do for ourselves. Quite simply, 'we put our money where our mouth is'.

### **Our Advice**

We offer genuinely **independent** advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a reduction in its value you could withstand.

## The Areas we Advise on:



We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We do not provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

## JMA Approach to Client Relationships

Firstly, we must ensure that we are able to advise you. If you do not ordinarily live in the UK then we may be restricted in the advice we can provide. Please let us know if this applies to you and we can explain if we are able to help you.

It is important that you and JMA can work together in a mutually beneficial way. We provide a free initial consultation for all prospective clients. As this initial consultation is at our expense, we normally ask that the meeting is held at our offices. This enables us to build an overview of your circumstances and to explain if and how we can help. It also provides you with the opportunity to ask any questions of JMA and allows you to decide if we are the right 'fit' for you. There are no obligations at the end of this meeting.

We seek to build long-term and meaningful client relationships - something we have a proven record in. Many of our clients have worked with us for decades and are happy to recommend us on the strength of our professionalism and trusted approach.

## Our Advice Process

When appointed, before making any recommendations, the first thing we do is undertake a thorough review of your circumstances, your attitude to risk and future objectives. We also carry out a detailed investigation of your existing financial arrangements. Only then do we present solutions that will meet your needs.

Being independent advisers, you will have peace of mind that any recommendations we make are based on a comprehensive and fair analysis of the market place.

We will present our recommendations to you in writing so that you can read, understand and ask any questions about the advice provided. Our Private Clients\* take comfort in the knowledge that we will keep their circumstances, objectives and financial arrangements under review.

It is important to understand that if you do not want our Private Client review services then we will not keep your arrangements under review (although you can arrange 'ad-hoc' reviews with us in the future - fees will apply).

## Our Services (Transactional or Private Client)

### Transactional Service

We recognise that for some investors, the ongoing management and detailed analysis of their portfolios is not required. If this applies to you, we provide a service to get your financial affairs in order based on your current circumstances and objectives. It will then be up to you to have these reviewed in the future by making an appointment with JMA (or any other adviser).

### Private Client Service

For most investors, continuing to work closely with a professional adviser and building a trusted relationship is important to them. For our Private Clients, once a Financial Plan is agreed and implemented, it is reviewed annually to ensure things remain firmly 'on track'.

Furthermore, Private Clients have access to the JMA Model Portfolios for their investments.

*\*Please refer to the table on Page 8 for a more detailed comparison of our Transactional and Private Client Services.*

## Our Approach to Communications



Communication is integral to any relationship and we recognise that there are now more ways than ever that we can communicate effectively together.

We can liaise with you in a variety of ways, including face-to-face meetings, conversations over the telephone, by Skype, written correspondence via email, letters and other electronic communication methods such as newsletters.

An important aspect of our service is to keep you informed of any regulatory and tax changes which may affect you. Therefore, from time-to-time (once or twice a year), we would like to contact you so that we can tell you about these. We will only ever use your information to help us to provide this service to you and your information will never be sold to third parties.

Please see more on the protection of your personal information in the GDPR and Privacy Notice Appendix. You will need to confirm your preferred methods of communications for us to provide this service to you.

If at any time in the future you wish to stop receiving these updates you can opt out of the service by emailing [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk).

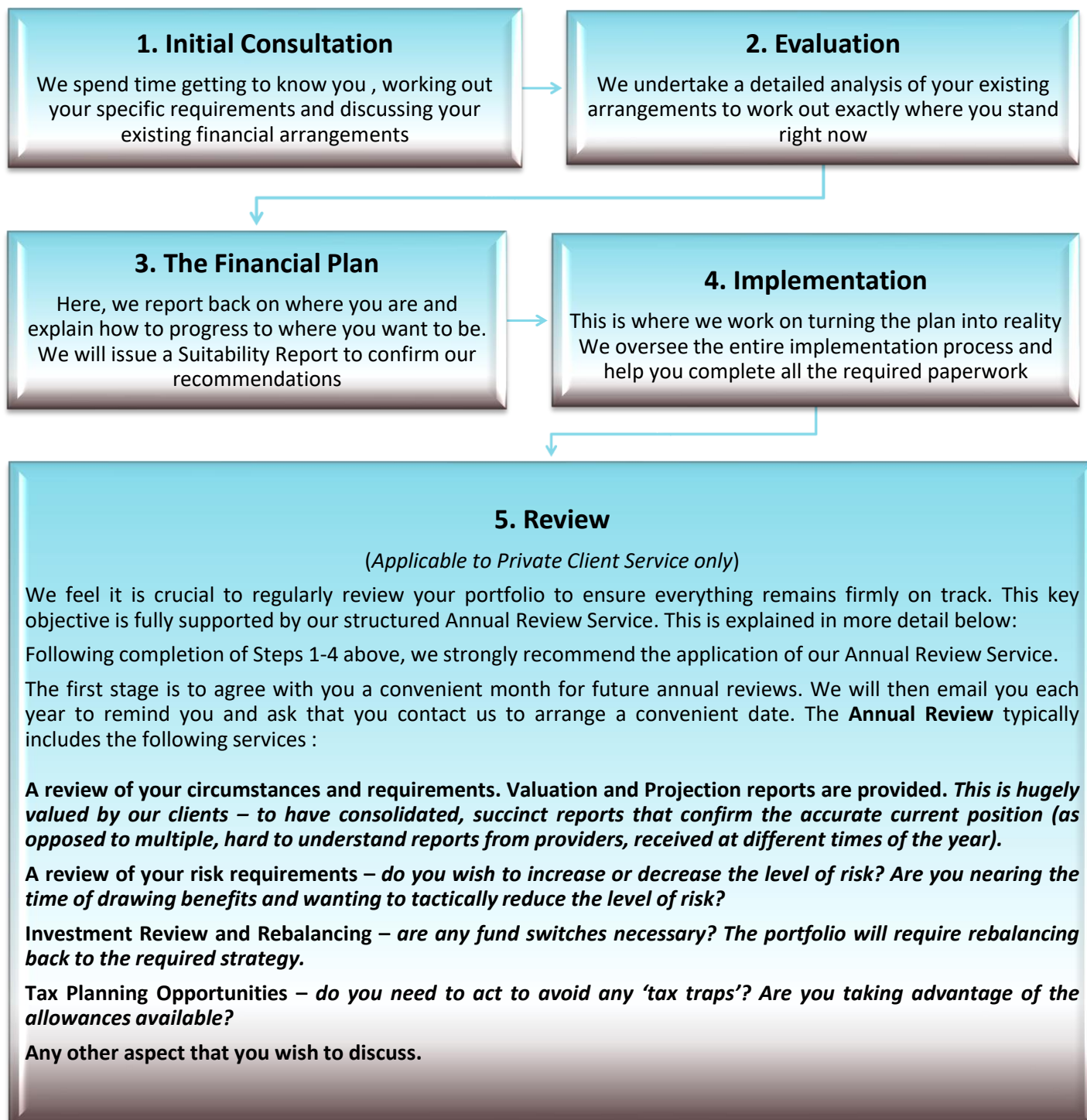
## Client Instructions

We will only ever transact business for you after receiving your written instructions to do so, either by letter, email or fax. This ensures we can keep a record of all correspondence should it be required as a reference point in the future.

Likewise, as added security, if we ever receive an unexpected written instruction to change or encash any part of your investments, we will not proceed until we have spoken with you to ensure the instruction is genuine. We take your security very seriously and this 'two-stage' process provides our clients with greater comfort.

## Working with You

Our advice process begins with your personal goals and objectives. We then work out how to best achieve these objectives, following a 5-step plan:



Without keeping your arrangements and Financial Plan under review, there is a genuine risk of not meeting your goals. Investment performance can suffer and the level of risk might become totally inappropriate (as you near the point of drawing benefits). Our comprehensive Annual Review Service gives our clients the complete reassurance that they are looking for.

## JMA Service Proposition at a Glance

Service	Private Client	Transactional
<b>Initial Financial Review</b>	✓	✓
<b>Research and Evaluation</b>	✓	✓
<b>Investment Risk Analysis:</b> Our Risk Questionnaire and Analysis helps us identify and agree on the right approach for you. We will then recommend a fund or portfolio of funds which meets with your agreed profile.	✓	✓
<b>Recommendation Report:</b> We prepare a detailed report setting out your circumstances, your objectives, your existing arrangements and our recommendations for you to meet your future financial needs.	✓	✓
<b>Implementation:</b> We will provide all the documentation required to put your plans in place and ensure things are set up correctly with the recommended product provider(s).	✓	✓
<b>Personal Financial Adviser:</b> You will be allocated your own adviser as a one-stop access point for all your financial reviews, queries and requests.	✓	
<b>Annual Review Meeting:</b> We will review your Pensions, Investments, Risk Profile and Protection requirements, along with any other aspect of your financial planning needs. You will receive a report on our conclusions and recommendations.	✓	
<b>Cash Flow Forecasting:</b> Where possible, we will produce meaningful long-term Cash Flow forecasts. These can assist hugely with pre-retirement planning, at retirement planning and even during retirement.	✓	
<b>Model Portfolios:</b> These use a range of leading funds, carefully allocated to meet your agreed risk profile (your 'bespoke' Managed funds).	✓	
<b>Model Portfolio Rebalancing:</b> We consistently review the performance and structure of our Model Portfolios. At your Annual Review, we will make recommendations to ensure your portfolio remains suitable.	✓	
<b>Client Portal:</b> You will be given access to a 'portal' where you will be able to effortlessly view valuations. In addition, this portal will be used for secure communications.	✓	
<b>Periodic Communications:</b> We will send you relevant information to keep you updated.	✓	
<b>Client Support:</b> In the absence of your Adviser, we have a team of dedicated, experienced support staff to assist you with your queries.	✓	



## What You Will Pay For Our Services

JMA will always be clear on the fees for our advice and ongoing services. We will agree these with you before we carry out any work on your behalf. On occasion our fees will vary (depending on the circumstances) although the tables below provide an indication of what to expect.

**Confirmation of fees will be set out in the 'Services and Fees Agreement' (on page 17).**

For Pension and Investment business, unless otherwise agreed any initial work we undertake on your behalf is subject to our minimum fee of £1,495. Our fees fall into the following categories:

**Initial charges:** these are the upfront costs of our services which are calculated as a percentage of the initial amount invested:

- Investments up to £250,000 – 3% of the amount invested, subject to a minimum charge of £1,495. *Example – if you invest £15,000, our fee will be £1,495. If you invest £50,000, our fee will be £1,500.*
- Investments between £250,001 and £500,000 – 2% of the amount invested. *Example – if you invest £300,000, our fee will be £8,500 (3% on the first £250,000, 2% on the balance).*
- Investments over £500,000 and £3m – 1.5% of the amount invested. *Example – if you invest £1m, the fee will be £20,000 (3% on the first £250,000, 2% on the next £250,000, 1.5% on the balance).*

To reward our longer-term investors, qualifying existing assets under JMA advice are taken into account for existing clients who wish to make additional investments. Qualifying assets are defined as existing holdings where JMA initially advised (and received initial fees and continue to receive ongoing fees) on these assets. In addition, zero initial fees are levied once qualifying assets under advice reach £3m.

Example: If you have £450,000 of qualifying existing assets under JMA advice and add £100,000 to your Portfolio, the initial charge will be 2% on the first £50,000 and 1.5% on the remaining £50,000 (£1,750 in total).

Our fee rates apply to lump sum and/or regular contribution investments (for regular contribution investments, we expect our minimum charge to be paid within the first 12 months of the arrangement).

**Ongoing charges:** once your financial plan is in place it is important to keep it under review so it can be adapted, as your circumstances change. Our ongoing services are designed to do this.

- Our Annual Review Service fee is 0.5% per year on the assets under JMA advice, subject to a minimum fee of £1,495 per year. *Example – if your portfolio has a value of £200,000, our annual fee will be £1,495. If your portfolio value is £400,000, our annual fee will be £2,000.*

Where our charges are based on a percentage of your investments, the monetary amount of our **ongoing** charges will increase as the size of your fund grows. Please note that although strongly recommended, the Annual Review Service is not compulsory, and you may cancel the service at any time.

## Ad-Hoc Work

On occasions, a project does not involve any investment or product implementation. An example of this would be a taxation report of some kind (perhaps an overview of a specific situation). In these circumstances, we work on an hourly rate basis. After discussing your requirements, we will provide you with an estimate of the time we expect it to take and agree a fee with you. Our hourly rates are as follows:

### Adviser



**£375**

### Administrator



**£100**

### Protection Advice

For pure Protection Planning business only (Life Insurance, Income Protection, Critical Illness cover, Private Medical Insurance), we normally receive a commission payment from the product provider. Typically, the commission payment will be sufficient to cover our protection advice fees. However, in circumstances where the commission payments do not cover our minimum Protection advice fee of £1,495, you will be required to pay the difference personally. In addition, where you stop premium payments before the initial commission payment period ends (up to 48 months), our commission will cease. In these circumstances we reserve the right to request the full payment from you of any outstanding balance of charges for our services.

## Payment Options

**Adviser Charge (AC)** – If our advice results in you investing in a financial product, our fee may be paid through the recommended product. With this option, you do not pay anything to JMA directly, but this does not mean that our service is free. A deduction will be taken from the amount that you pay into the product. This deduction settles the AC and will reduce the amount left for investment. It may also affect your tax position – we will discuss this with you.

**Adviser Charge for Regular Contributions** – here, the AC can be deducted from the product in instalments. We expect this to be paid within 12 months of implementation. If you fail to keep up with your payments to the product, or cancel the product before the AC is paid in full; we reserve the right to request full payment of any outstanding balance of the AC.

Here is an example to show how this could work based on a £300 per month policy:

- The initial charge for our service **£1,495**.
- The initial charge of £1,495 is divided by 12 = **£124.58**.
- Each month you pay your £300 product premium but for the first 12 months your product provider pays us **£124.58** of that **£300**.
- For the first 12 months - **£2,105** is invested and **£1,495** pays our fee.

**Direct Fee Option** – If you prefer to settle our fees direct (with no product deduction), you can pay us by cheque or by direct credit (online banking payment).

- Please note that we do not accept payment by cash.
- We require settlement of our fees on completion of our work within 28 days.

## Other Charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

- Service costs: If your investments are held on a platform (an online investment administration service) the platform provider will make a charge for administering your investments.
- Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager and costs relating to investment transactions.
- We will always disclose any third-party costs when making our recommendations.

### **Aggregated Costs and Charges**

Before we provide you with Investment advice we will add together all of the charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as an Aggregated Charges Illustration (ACI).

### **Other costs and associated charges**

There may be other costs, including taxes that are due through other organisations (such as the product provider) that we may not be linked to. These charges will normally be explained in the relevant documents from the other organisation, for example a Key Features document.

# Client Agreement

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully. If there is something you do not understand please ask us to explain it.

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

- **Telephone:** 0208 6423680
- **Email:** advice@jmurray.co.uk
- **In writing:** Nick Young, James Murray Associates Ltd, 7A The Broadway, Cheam, Surrey, SM3 8BH

Useful information about our services (page 15) 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 on page 17 (Service and Fee Agreement).

## 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 could of course have a bearing on the advice that might be 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 with 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.
- 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 trade 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 will require sight of your current passport along with evidence of your home address (provided by an up to date bank statement, utility or council tax bill) from which we will take and hold copies. We may also 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.

## Conflicts of Interest

- We will notify you in writing of any conflict of interest that may exist between the work we are doing for you and any of our other clients or ourselves. We will tell you about the extent of any conflict of interest that exists or that may arise and if necessary make arrangements for another company to act as your agent.

## Communicating with You

- Our normal ways of communicating with you are by telephone, skype, post, email or in person and 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.

## 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.

### Payment for services

- By signing this agreement, you are agreeing to pay the fees for our services as set out in Services Agreed on Page 17. Your selected payment method is also confirmed under Services Agreed. We will tell you if any payments are subject to VAT.
- Our **initial** fees are payable once we have completed our agreed work and must be settled within 28 days.
- 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.
- Typically, when choosing the Adviser Charging method (refer to page 10 of this Guide), our fees for **ongoing** services will start on the first of the month following the inception of the plan.
- **Direct Fee Option** – (Please refer to page 10 of this Guide). If you prefer to settle our fees for the Annual Review Service direct (with no product deduction), you can pay us by cheque or by direct credit (online banking payment). Please note that we do not accept payment by cash. If this option is selected, we will invoice you on a half yearly basis. The 0.5% annual rate will apply to the portfolio value on 01 January and 01 July each year. If you decide to end this service, we will invoice you for the period up to the date of cancellation. Our fees are payable within 28 days of the end of the relevant period.
- **Ongoing** services can be cancelled at any time by informing us in writing (see below – 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.

- In rare circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We will discuss and agree this with you where relevant.

#### **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 without issuing a new agreement. If this is the case, we will write to you with details of the changes at least 28 days beforehand.

#### **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.

## 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](http://www.fca.org.uk). Our firm reference number is 458363.
- 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](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:** 0208 6423680
  - **Email:** [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk)
  - **In writing:** The Compliance Manager, James Murray Associates Ltd, 7A The Broadway, Cheam, Surrey, SM3 8BH
- 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 businesses and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Financial Services Compensation Scheme

Under the Financial Services Compensation Scheme (FSCS), if we or any other firm we have introduced you to, are unable to meet our obligations, you may be entitled to compensation.

The current limits that can be paid out by the FSCS are:

Investments - Most types of investment business are covered for 100% of up to £50,000

Long term insurance benefits (e.g. pensions and life assurance) - The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.

Protection is at 100% where claims arise in respect of compulsory insurance (e.g. employer's liability insurance), professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder.

You can get more information about compensation scheme arrangements from the FSCS online at: [www.fscs.org.uk](http://www.fscs.org.uk).

### Client Money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice). We do not handle cash.

### 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.

## Investment Risks

The value of individual funds and any portfolios containing them will rise and fall over time and it is important to remember the value of investments can go down.

Your adviser will recommend funds to you that have been researched and approved by our Investment Committee.

Please be aware that past performance is not a guide to future performance.

## Best-Execution Policy

We have to make sure that we carry out your business in a prompt and fair way for the type of instruction in question. We do this by putting into practice policies and procedures that:

- Transmit instructions as soon as practical, unless postponing is in your best interest.
- Allow us to carry out comparable client instructions in the sequence in which they are received.

When we act for clients we rely on the services of other large financial institutions. We never buy and sell investments directly for you. Instead, we always pass on these instructions to another company who will place the deals under the conditions of their own execution policy.

These organisations will consider a range of factors to decide on the best way of placing the deal. These include:

- Certainty of carrying out the transaction, in other words the likelihood of being able to place the deal and settle it
- Costs
- Size of the deal
- Price
- Speed at which they will be able to complete the deal
- Nature of the instruction and other relevant considerations
- Venues available
- Specific and general instructions from you which may prioritise how orders are filled.

## Your Right To Cancel

In the case of many retail investment products – such as life assurance contracts, personal pension schemes, investment bonds and collective investment arrangements, you will have the right to withdraw or cancel the contract within a set period.

Details of these rights are normally shown in the product literature such as the Key Features document, or we may give you details in a separate communication.



## Services & Fee Agreement

Service	Please Tick
Full Service, including Annual Review Service	<input type="checkbox"/>
Transactional Services only, excluding Annual Review Service	<input type="checkbox"/>

### Specific Fee Rate

#### Research & Review Stage (Evaluation)

Initial charge of  has been agreed.

Please note that this will only be necessary in the event of there being no requirement to proceed to Implementation (Step 4 on Page 7).

For Ad-hoc work we estimate  hrs of Adviser time and  hrs of Administration time.

Our agreed fee for this work  £

**Should it become apparent that more time is required to complete any ad-hoc work we will explain this to you before agreeing and proceeding any further. VAT is likely to apply to Research & Review Stage fees – we will confirm this before any work is undertaken.**

#### Initial Charges

##### Single Investments

Initial Charge Rate of:  Standard (as per Page 9) OR  % OR £  has been agreed.

##### Regular Monthly Investments

Initial Charge Rate of  % or £  has been agreed for  Months

Ad hoc Project Fee Rate of £  has been agreed.

##### Annual Review Service Charges

Annual Charge Rate of £  or  % of the assets under JMA advice has been agreed.

### Payment Options

Option	Please Tick
The Adviser Charge (AC) option is to apply	<input checked="" type="checkbox"/>
The Direct Fee option is to apply	<input type="checkbox"/>
For pure Protection arrangements only, the commission option is to apply	<input type="checkbox"/>

## Signing The Agreement

This document is our agreement stating how we intend to work together. For your own benefit and protection, you should read the terms carefully before signing. By signing this agreement, you are agreeing to the terms within it.

If there are any terms in this agreement that you do not understand, please ask for more information and we will be happy to help provide clarification.

The client agreement will come into effect from the date you sign.

## Declaration & Consent

- I 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.
- I authorise the transfer of information on a confidential basis, when warranted, between such parties as described in the 'How we use your personal data' on Page 19.
- I am liable for any fees agreed for the Planning and Implementation stages, Ad-Hoc Project work and ongoing Annual Review Services (specifically noted on Pages 7 & 17).
- If I instruct full implementation (Step 4 on Page 7) either from outset or following evaluation and subsequently decide not to proceed for any reason, 50% of the aforementioned initial charges will be payable. This will cover the cost of the work that will have been undertaken up to that point.

I/We understand that the specific fee rates confirmed will continue to apply to all future investments unless a change of terms is agreed by me/us and James Murray Associates Ltd.

I/We accept the terms and fees proposed in this document and instruct James Murray Associates Ltd to proceed on this basis.

Client Name		Client Name	
Signature		Signature	
Date signed		Date signed	

## General Data Protection Regulation - How we use your personal data

- 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 the 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.

Our privacy notice below explains how James Murray Associates Ltd uses any personal information we collect about you.

## Privacy Notice

### What information do we collect about you?

We collect information about you when you engage us for financial advice. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site.

### Information about connected individuals

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

### Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we would also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we will obtain your explicit consent in order to collect and process this information.

### How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

### Who might we share your information with?

**If you agree**, we may email you about other products or services that we think may be of interest to you.

We will not share your information with any organisation outside the scope of our contractual obligations to you.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we will have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions.

Where it is necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit. This will include encryption of data using password protection and authentication of the third party.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

### How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we're subject to regulatory requirements where we have a legal obligation to retain your data for specified minimum periods. We reserve the right to retain data for longer where we believe it's in our legitimate interests to do so.

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

### How can you access the information we hold about you?

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please email or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

### Marketing

We would like to send you information about our products and services which may be of interest to you. If you have agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email at [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk) or post to the address below.

### Cookies

We use cookies to track visitor use of the website to compile statistical reports on website activity.

For further information visit <http://www.allaboutcookies.org/> and on our own website <http://www.jmurray.co.uk/cookies>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

### Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

### What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

0303 123 1113 (local rate)

### Changes to our privacy policy

We keep our privacy policy under regular review, and we will inform you of any changes when they occur. This privacy policy was last updated January 2023

**If you are concerned about any aspect of our privacy arrangements, please speak to us.**

### How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you: by email at [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk)

Or write to us at:

James Murray Associates Ltd  
7a The Broadway  
Cheam  
Surrey  
SM3 8BH

## Consent

### Marketing

From time to time we may wish to contact you to provide information, such as tax updates, or 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:**

*(please check appropriate box/es)*

**Email**    **Post**

Client name(s):		
Signature(s):		
Date:		

Please note that you may withdraw this consent at any time by notifying us at our main business address or emailing us at [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk)

### 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 (e.g. health), we require your consent. Please confirm your agreement to the following statement by checking the box and providing your name(s):

<b>I/we consent to the processing of sensitive personal data as far as it is necessary for the services I/we require from James Murray Associates</b>		<input type="checkbox"/>
Client name(s):		
Signature(s):		
Date:		

Please note that you may withdraw this consent at any time by notifying us at our main business address or emailing us at [advice@jmurray.co.uk](mailto:advice@jmurray.co.uk)

*Please also note that should you withdraw your consent; we can no longer provide advice or assist you in any way with the products or services relating to special category (sensitive) data.*

We may also engage the services of third-party providers of professional services 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.

**Signed on behalf of James Murray Associates Ltd**

Adviser name	
Adviser signature:	
Date:	