

Client Agreement



LighthouseXpress Limited

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Telephone 0870 1977 400 Fax 0870 1977 499

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 you do not understand any point please ask for further information.

Who are We?

Michael Jones Independent Financial Services Ltd is an appointed representative of LighthouseXpress Limited which is a firm of Independent Financial Advisers and is authorised and regulated by the Financial Services Authority (FSA) and bound by their rules. The FSA firm registration number of LighthouseXpress Limited is 195199 and this can be viewed on the FSA's firm register at www.fsa.gov.uk or by contacting the FSA on 0845 6061234. The FSA's address is 25 North Colonnade, Canary Wharf, London E14 5HS.

Under the rules and guidance of our regulator the FSA, we are required to disclose to all clients the information contained within this document. Please sign this document once you are happy with its content, retaining one copy for yourself and returning one copy to your adviser. Once LighthouseXpress Limited is in receipt of the duplicate signed copy, the Terms and Conditions will become effective and each party will be bound by these terms and conditions until terminated by either party. 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 immediately upon receipt of the notice. Termination will not prejudice the completion of transactions already initiated on your behalf or any rights or obligations already arising.

Services we Offer

LighthouseXpress Limited is not tied to one company's products. We are therefore able to be impartial when arranging, effecting and providing independent financial advice. All clients are able to select a preferred method of payment for services as outlined below, including remuneration by way of a fee.

We are able to act on your behalf to arrange, effect and provide independent advice on all packaged products, such as Pension Products and Life Assurance, including advice on and arranging deals in Unit Trusts, Open Ended Investment Companies, Investment Trusts, Individual Savings Accounts and other regulated schemes such as Discretionary Management Service. LighthouseXpress Limited is also authorised to give advice and make recommendations on Mortgages from the whole of the market and General Insurance products.

We may also advise on products such as bank and building society deposits, buy to let mortgages, offshore investments and unregulated collective investment schemes which are not regulated by the Financial Services Authority. Except for deposits, these are not offered protection by the Financial Services Compensation Scheme.

Communications

Communications and correspondence between you and the firm will be made in English unless otherwise agreed by your adviser.

All transactions undertaken by the adviser and instructions made by you must be provided in writing.

In the interest of security, we may monitor and / or record your telephone calls with us.

Costs and Charges

Not all firms charge for advice in the same way. We will discuss your payment options with you as detailed in the Keyfacts document and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. Where a non-regulated contract is to be advised upon, the Keyfacts document will not be applicable.

Where we have arranged a contract for you and you subsequently contact that contract provider directly to alter the products or services you receive from them, we may, as the servicing agent receive payment from that provider in relation to any change you make. We will not be held responsible for any contract alteration where you have acted without our advice. We will confirm any payment we receive to you in writing at the appropriate time.

Provision of Personal Information

In order to advise you properly, we must obtain certain information from you about your financial and personal circumstances, to assess your suitability for particular products and services. We will identify your investment objectives, preference for risk taking, experience and knowledge in relation to financial transactions and we will confirm our recommendations to you in writing.

Ongoing Advice

When we have arranged any product for you we will not give you any further advice unless you request it but we will be glad to advise you at any time should you ask us to do so.

Where we do agree an ongoing service with you, a separate written agreement will be provided.

Risk Warnings

In all cases we will communicate the risks to you both verbally and in writing. The performance of an investment is not guaranteed and you are not certain to make a profit. The value of funds can go down as well as up.

Record Keeping

We keep records of all your transactions. You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our client records as confidential, we reserve the right to give you copies of your records where in certain circumstances releasing the original would compromise other client's confidentiality. Unless you tell us otherwise, where we may arrange products for couples or joint parties we will assume that information can be passed freely between us and those parties involved with the contract.

You have the right of access under the Data Protection Act 1998 to inspect the personal information that we hold about you although we may make a charge for this.

Client Money

Your Adviser is not authorised to handle client money. All cheques for premiums, investment monies of any kind or lender and professional fees must only be made payable to the Life Assurance Company, friendly society, and investment management group or firm providing the product or service concerned. Mortgage business only – Money deposits in respect of property purchases must only be paid to the solicitor or conveyancer handling the legal transactions relating to the purchase. Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to, or cash given to, your Adviser or LighthouseXpress (except in the payment of invoices issued by LighthouseXpress under a Fee Agreement).

Conflicts of Interests

As stated above, we offer independent financial advice but occasions can arise when 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 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.

Client Classification

All clients must be identified as either Retail or Professional Clients. In your case we will identify you as a Retail Client. Retail Clients are by far the largest category of client. These clients rely on the firm to provide regulated advice and are therefore owed the highest duty of care by the financial adviser.

Professional Clients are clients who by their profession or investment experience may wish to be treated as a Professional Client. Should you elect to be a Professional Client we will give a written warning that you will lose the benefits of the arrangement under the Financial Services and Markets Act 2000 (except where there is a distance contract in place) which provides for the protection of clients.

Distance Marketing Directive

On occasions when it may be necessary to conduct our business without any personal contact we will advise you if this requires the creation of a distance contract between us. In this contract you will be provided with additional information as required by the Directive.

Complaints and Redress

LighthouseXpress Limited takes care to provide the highest standards of service. However, in the event that you should have a complaint, please contact The Complaints Manager on 0870 1977 405 or in writing to the address given at the top of this agreement. Your complaint will be formally acknowledged and you will be sent a copy of our formal complaints procedure. The matter will be investigated in line with our procedures and in accordance with the rules and our findings will be reported to you. If you are still unhappy with the outcome you will have the right to take any eligible complaint to the Financial Ombudsman Service and details of how to do so will be provided at this stage.

If you make a valid claim against the company in respect of the advice provided and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme; The Financial Services Compensation Scheme provides protection against an authorised investment firm going out of business.

Compensation Limits

The amount of redress available will depend on the type of business and the circumstances of the claim.

- Investments: Most types of investment business is protected for 100% of £50,000.
- Insurance non-compulsory (general and life insurance and pure protection contracts) advising and arranging is protected for 90% of the claim, without any upper limit.
- For compulsory classes of insurance, insurance advising and arranging is protected for 100% of the claim, without any upper limit.
- Mortgage and Home Finance advising on or arranging is protected for 100% of £50,000.
- Deposits: 100% of the first £50,000 for claims against firms declared in default.

Professional Indemnity Insurance

LighthouseXpress Limited maintains Professional Indemnity Insurance.

Your Responsibilities

All answers on proposal forms or any other document or statement made are your responsibility. You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy or at renewal but it also applies throughout the life of the policy. If you fail to disclose any material information to the insurance company, this could invalidate the policy and mean that claims may not be paid. You should check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. You are strongly advised to retain copies of all correspondence that you send us for your own protection.

By signing these terms and conditions of business:

1. You agree that the information we hold about you can be held on computer and/or paper files.
2. You agree that information which you give us may be disclosed to third parties, including but not limited to credit reference agencies, introducers and product providers, for the purpose of processing your application or to another firm upon sale of all or part of our business.
3. You agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring to your attention additional products or services which may be of benefit to you.
4. We agree that any consent given by you under paragraph 3 above may be withdrawn by you at any time by contacting your adviser in writing.

The firm may transfer all or any of its rights and obligations under any agreement entered into with you, to persons or institutions at its discretion.

This client agreement will come into effect once signed and by my / our signature(s) confirm that I/we have read and understood the terms and conditions in the Client Agreement and agree to be bound by them.

Signed	.....	Signed	.....
Print Name	.....	Print Name	.....
Address	..... ..... .....	Address	...............
Date	.....	Date	.....