



# Client Agreement

## Lighthouse Advisory Services Limited

Fairway House, 2 Hunns Mere Way Business Park, Woodingdean, Brighton, BN2 6AH  
Telephone 0800 85 85 90

**This is our standard Client Agreement upon which we intend to rely and it is governed by the law of England. Any disputes will be dealt with in this jurisdiction. 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?

Trafalgar Mortgage & Financial Services is an appointed representative of Lighthouse Advisory Services Limited which is a firm of Financial Advisers and is authorised and regulated by the Financial Conduct Authority (FCA) and bound by their rules.

Trafalgar Mortgage & Financial Services address is 29 Kingston Drive, Plymouth, Devon, PL7 2UZ.  
Telephone: 01752 244196 Mobile: 07766 521 111.

Lighthouse Advisory Services Limited's address is Fairway House, 2 Hunns Mere Way Business Park, Woodingdean, Brighton, BN2 6AH.  
Telephone: 08000 85 85 90

The FCA firm registration number of Lighthouse Advisory Services Limited is 195199 and this can be viewed on the FCA's firm register at [www.fca.gov.uk](http://www.fca.gov.uk) or by contacting the FCA on 0845 6061234. The FCA's address is 25 North Colonnade, Canary Wharf, London E14 5HS.

### About this document

Under the rules and guidance of our regulator the FCA, 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. The Terms and Conditions will become effective once Lighthouse Advisory Services Limited has received the duplicate signed copy and will apply until terminated by either party. You or we may terminate the authority you give us 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

Lighthouse Advisory Services Limited is not tied to one company's products. We are therefore able to be impartial when arranging, effecting and providing 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.

Lighthouse Advisory Services Limited are able to act on your behalf to arrange, effect and provide 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 Discretionary Management Services. Lighthouse Advisory Services Limited is also authorised to give advice and make recommendations on Mortgages from the whole of the market and General Insurance products.

Trafalgar Mortgage & Financial Services has decided to specialise in Mortgage, Protection and General insurance business only but clients who require investment advice may be introduced to another suitable adviser within Lighthouse Advisory Services Ltd on request.

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 Conduct 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.

For insurance and mortgage business, you will have the option of paying by commission or a fee. Our fee for mortgage and insurance business is subject to a minimum, which is described in detail in "About our Mortgage & Insurance Services and Costs".

Lighthouse Advisory Services Limited may receive monetary or non-monetary benefits from product providers / fund managers to assist in the training and development of its advisers. Such benefits fall within the Financial Conduct Authority's rules on reasonable benefits and do not impact on your adviser's ability to act in your best interests.

## **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 the suitability of particular products and services. We will identify your investment objectives, preference for risk taking, capacity for loss, experience and knowledge in relation to financial transactions and we will confirm our recommendations to you in writing.

## **Risk warnings**

In all cases we will communicate the risks of acting and not acting on our recommendations 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 clients' confidentiality. Unless you tell us otherwise, where we 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.

Under the provisions of the Data Protection Act 1998, you have the right 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 and lender and professional fees must only be made payable to the life assurance company, bank, building society, or firm providing the product or service concerned.

Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to your adviser, Trafalgar Mortgage & Financial Services or Lighthouse Advisory Services Limited.

Invoices for services provided by Trafalgar Mortgage & Financial Services will be issued by and are payable to Lighthouse Advisory Services Limited.

## **Conflicts of Interest**

As stated above, we offer financial advice but occasions can arise when we will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests conflict with yours, 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 their 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

Trafalgar Mortgage & Financial Services takes care to provide the highest standards of service. However, in the event that you should have a complaint, please contact the Client Liaison Team at Lighthouse Advisory Services on 0800 0858593 or in writing to Client Liaison Team, Lighthouse Advisory Services Limited at Highbank House, Exchange Street, Stockport, SK3 0ET.

We will formally acknowledge your complaint and send you a copy of our formal complaints procedure. We will investigate the matter in line with our procedures and in accordance with the FCA Rules and will report our findings. If you are still unhappy with the outcome you will have the right to take an eligible complaint to the Financial Ombudsman Service and we will provide details of how to do so at that stage.

We are covered by the Financial Services Compensation Scheme – FSCS. 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 FSCS. The FSCS 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:

Type of business	Maximum FSCS compensation
<b>Deposits: £85,000</b> per person per firm (for claims against firms declared in default from 31 December 2010)	100% of £85,000
<b>Investments: £50,000</b> per person per firm (for claims against firms declared in default from 1 January 2010)	100% of the first £50,000
<b>Home Finance (e.g. mortgage advice and arranging): £50,000</b> per person per firm (for claims against firms declared in default from 1 January 2010)	100% of the first £50,000
<b>Insurance Business: unlimited</b>	90% of the claim with no upper limit. Compulsory insurance is protected in full
<b>General insurance advice and arranging: unlimited</b> (for business conducted on or after 14 January 2005)	90% of the claim with no upper limit. Compulsory insurance is protected in full

### Professional indemnity insurance

Lighthouse Advisory Services Limited maintains Professional Indemnity Insurance that covers Trafalgar Mortgage & Financial Services.

### Termination

This agreement may be terminated, in writing, by either party giving not less than 10 business days' notice to the other party, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any charges for services shall be settled to that date.

### 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. You should pay particular attention 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. We strongly advise you 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) I/we confirm that I/we have received, read and understood the terms and conditions in this Client Agreement and the document called "About our Mortgage & Insurance Services and Costs".**

Signed		
Print name		
Address		
Postcode		
Date		