

Terms of Business

The logo for Wayne Austin IFA features a large, grey, curved swoosh that arches over the text. The text is centered and consists of two lines: the first line is "Wayne Austin IFA" in a bold, black, sans-serif font, and the second line is "Independent Financial Advisers" in a smaller, grey, sans-serif font.

Wayne Austin IFA
Independent Financial Advisers

Wayne Austin IFA Ltd
6th Floor
Sunlight House
Quay Street
Manchester
M3 3JZ

Tel: 0161 832 8800

Introduction: This document provides a snapshot of our firm and its services, it will help you understand our Terms of Engagement and agree the service and remuneration package best suited your needs.

The Financial Conduct Authority (FCA) regulates financial services: This document is designed by the FCA to be given to consumers considering buying certain financial products.

Wayne Austin IFA Ltd is directly regulated by the Financial Conduct Authority, number 450643 and the firm and its members can be found on the FCA register.

We offer advice on an “Independent” basis. The firm provides unbiased, unrestricted advice, based on a comprehensive and fair analysis of the market.

Advice Services: We are able to advise you on investment and non-investment insurance contracts:

- **Investments:** We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise.
- **Non-investment protection contracts:** We offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.
- **General Insurance Contracts:** We offer General Insurance from a range of insurers.

Advice Options: We offer a variety of advice options including:

- **Full Advice:** A Full Financial Review and report based on all aspects of financial planning.
- **Limited Advice:** For a specific topic with limited aspects of financial planning only.
- **No Advice/Execution Only:** Where no advice is requested nor given for one-off transactions instructed by you. (This service is not available for complex arrangements or pension transfers).

Investment Objectives and Restrictions: Subsequent to the issue of this document:

- Advice given will be based on your stated objectives and acceptable level of risk.
- Unless otherwise advised and in writing the firm understands that no restrictions have been placed on the type of investments, policies or companies you are willing to consider.
- A Suitability Report will be issued to you to confirm our recommendations.

Our Services: Our objective is to be impartial, professional, clear, and fair in our dealings with you.

Customer Classification: We treat all of our clients as “Retail Clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Foreign Account Tax Compliance Act (FATCA): The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS. It is your responsibility to inform us if you:-

- Are born in the US and have US citizenship or lawful permanent resident (green card) status
- Have a US residence address or US correspondence address (including a US PO box)
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address
- Have an ‘in care of’ address or a ‘hold mail’ address that is the sole address with respect to the client;
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

Data Protection: The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. “Processing” includes obtaining, recording or holding information or

data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union. If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on **0161 8328800** or in writing at **Wayne Austin IFA Ltd**, 6th Floor, Sunlight House, Quay Street, Spinningfields, Manchester, M3 3JZ. You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Client Money: The firm does not handle client's money or cash. We never accept a cheque made out to us unless it is a cheque in settlement of fees, charges or disbursements.

Anti – Money Laundering: Anti-money laundering regulations require us to verify and identify our clients and to obtain information as to the purpose and nature of the business which we conduct on their behalf whilst ensuring the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Material Interest: If we become aware that our interests or those of one of our clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

Rights to Cancel: Normally you will have-

- 30 day cancellation period for a life, pure protection, payment protection or pension contract.
- 14 day cancellation period for all other contracts.

Instructions for exercising the right to cancel, will be in the relevant product disclosure document.

- If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements.
- You might not get back the full amount you invested if you cancel the policy.
- Cancelling any policy will result in any fees incurred by the firm becoming payable in full.

Termination of Authority: We require written confirmation and 60 days notice you wish to terminate this agreement. During the notice period the Firm will continue to receive contractually agreed recurring fees, if you wish to move immediately then an invoice will be issued equivalent to the fees collected from you over the last 60 days.

The firm also reserves the right to terminate this agreement with 60 days notice and in writing. Following termination of the agreement you may leave your funds under the firm's Service Agency, however, the firm reserves the right to charge an admin fee of 0.50% pa of the fund value to cover ongoing regulatory, insurance and administration costs.

Complaints: Our complaints procedures are available on request. If you wish to register a complaint,

please contact us.

- Write to: Wayne Austin IFA Ltd, The White House, Wilderspool Park, Greenalls Ave, Warrington Cheshire WA4 6HL. You can also telephone on 0161 8328800.
- If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Compensation Scheme: We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Detailed information about the compensation scheme arrangement is available from the FSCS.

- Most types of investment/pension business and mortgages are covered by 100% of the first £50,000,
- Deposit accounts benefit from protection of up to £75,000
- Insurance is covered up to 90% of the claim with no upper limit.

Force Majeure: Wayne Austin IFA Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Law: These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Transacting Business: By signing these Terms of Business, you are giving your adviser permission to accept paper, electronic and verbal instructions to transact business on your behalf.

Client Declaration: This document represents our standard Terms of Engagement, upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing below.

Client signature..... Client signature..... Date.....

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