

COMPREHENSIVE FINANCIAL PLANNING



**BKD**

**WEALTH MANAGEMENT  
AND MORTGAGE ADVISORS  
(ESTABLISHED 1982)**

# Client Agreement

BKD Wealth Management Ltd trading as BKD Wealth Management and Mortgage Advisors is authorised and regulated by the Financial Conduct Authority.

Registered address: First Floor, Blackdown House,  
Blackbrook Business Park, Taunton, TA1 2PX

Office address: 44 Mountfield Road, London, W5 2NQ  
Tel: 020 8566 5550 / Fax: 020 8998 2288 / E-mail: [info@bkdfinancial.net](mailto:info@bkdfinancial.net)

**This is our standard agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point, please ask for further information. We reserve the right to amend these terms and will give you notice in good time before making material changes.**

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives, and obtaining relevant information from you to enable us to then proceed to making a recommendation to meet your objectives. We will also discuss with you the options for payment (see separate section).

BKD Wealth Management Ltd is regulated by the Financial Conduct Authority; please feel free to check the Financial Services Register – our Firm’s Reference Number is 809874 – which you can access at <https://register.fca.org.uk> or by telephoning 0800 111 6768 or 0300 500 8082.

We offer advice on a wide range of providers products and services which includes a comprehensive range of fund management groups. These have been carefully researched to meet our strict selection criteria. Our approach is described as an independent advice service. As such our advice will encompass the whole of the market and the complete spectrum of regulated financial products.

We will not offer advice on products or services that do not meet our selection criteria or which we feel are unsuitable for our clients.

When dealing with investments and pensions products in each case we will advise you and make a personal recommendation after assessing your needs.

We will offer you the opportunity of paying by fee directly yourself or via the product provider recommended.

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

### **How we are remunerated**

We charge fees for the advice and assistance in implementing any recommendation provided by BKD Wealth Management Ltd only. We do not include custodian fees or provider charges. Following the initial meeting we will confirm the next steps of our advice process and provide an estimate of the fees payable. Where VAT is applicable, we will highlight this to you before any fee is charged, however as the intent is intermediation, it is unlikely that VAT will be chargeable.

Please refer to the Client Proposition Document which outlines our charges.

For protection advice, you will be advised of the commission that we will receive from the product provider prior to the application form being submitted to the provider.

### **Client Classification**

As a client of BKD Wealth Management Ltd we will classify you as a ‘retail client’ for investment and pension advice and as a ‘consumer’ for protection advice. This will provide you with the maximum regulatory protections available to you. Should your classification change in the future, we will advise you accordingly in writing and obtain your agreement before proceeding with any financial planning advice.

## **How we act for you**

The company will exercise due care and diligence in conducting their business but will not be liable for any depreciation of investments arranged by them.

Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

There may be occasions where we, or one of our 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 those of one of our other client's conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to. Should you require further information in relation to our conflicts of interest policy then please contact us at the address shown.

When we arrange investments for you, we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. Where a number of documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

All documents, cheques, and paperwork may be sent by post at the client's risk as soon as we receive the documents from the product provider concerned. We shall at the client's request and expense, send documents by registered post. In the absence of such a request, the client shall pay all charges incurred for the recovery or replacement of lost documents.

Any advice that we give will be based on your financial objectives and your attitude to investment risk. We will endeavour to ensure that any recommendation made is suitable for you. Any recommendation made will be confirmed in writing to you. Should you decline to provide the information requested about your circumstances then we may decline to continue with the business relationship since we would not be able to demonstrate that the recommendation is suitable given your financial circumstances.

Please note that if you reside outside of the UK, you may wish to seek further advice from a local adviser in your place of residence regarding the impact of our advice in relation to local taxation, practices and law. This is because the advice we provide you will be on the basis of being a UK Financial Adviser and we do not have specialist knowledge of any legislation, taxation or financial practices outside of the UK.

The company and its representatives are not qualified to provide any legal advice and will not provide any opinion as to whether a client should complain about any previous advice received unless explicitly agreed.

All communications, both verbal and in writing, will be in English.

## **Investment risk**

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

### **We do not handle client monies**

Crossed cheques for premiums or investment monies can only be made payable to the product provider or payments made direct to the providers bank account. No premiums or investment monies of any kind should be paid or made payable to anyone else.

### **Contact**

The amount of contact that we provide to you is dependent on the service proposition that you agree to and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable of the amount of contact you will receive, and you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

### **Termination of this agreement**

This agreement will remain effective and in force until such time that you, or we, wish to terminate the agreement. Either party may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing by first class post. It will be deemed to be received 2 business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date.

### **Delay in Processing**

The company will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

### **Complaints**

We have a written policy for handling complaints and how we ensure we deal with each complaint promptly and fairly. You can obtain a summary from us should you so request.

Should you have cause to complain for any reason a copy of our policy for handling of complaints will be automatically sent to you. Please direct your complaint to the Compliance Manager at the company address.

44 Mountfield Road  
London  
W5 2NQ

Telephone: 020 8566 5550

Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service who will then assess whether they have an eligible complaint before proceeding with an investigation.

You can contact FOS via [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or telephone: 0800 023 4567.

If you are an eligible claimant under the rules of the Financial Conduct Authority, you will also be protected by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Compensation for investment advice is provided at £85,000 per claimant per defaulting firm. Non-Investment Protection cover for compulsory insurance is 100% of the claim with no upper limit and for other non-compulsory insurances, the cover is 90% of the claim with no upper limit.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme. The Financial Services Compensation Scheme may also provide awards if any third-party institution we may use is declared in default or insolvent.

### **Money Laundering**

We are obliged to conform with the UK Money Laundering Legislation and to the Joint Money Laundering Steering Group guidance notes. The law requires all financial institutions to verify the identity, place of residence and source of capital for each beneficial owner. In order to meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering then this will be recorded.

The company reserves the right to approach a third party in order to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

Where further information is required, to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

### **Not Readily Realisable Assets**

We may on occasions, and if appropriate, advise you on investments which are not readily realisable. Where this is the case, we will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances, it may therefore not be possible to deal in the investment or obtain reliable information about its value.

### **Referrals to third parties**

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice. Should you pursue our suggestion to use the third party introduced to you, you should note that we are **not** responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

### **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:

- Have US citizenship or lawful permanent resident (green card) status
- Were born in the US
- 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 a '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.

**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.

Client:

Date:

Client:

Date:

Adviser:

Date: