

Retail Advisory Client Services

- Terms of Business -

1 Introduction

This document 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. The provisions of this client agreement will take effect as soon as they are accepted and signed by you and will continue in force until they are cancelled by you or us.

This document together with our Engagement Letter and Privacy Policy are to be construed as one document constituting the terms and conditions on and subject to which we have agreed to provide you with investment advice.

The terms in this agreement supersede and replace any other terms for our services which may have previously been in force between us.

Where used within this agreement:

- “you” and “your” mean any person entering into this agreement with Barry Flemming & Partners (Tax Trusts and Investment Planning) Ltd and, where applicable, their duly authorised representatives, legal Personal Representatives and successors; and
- “we”, “us”, “our” and “Barry Flemming & Partners” means Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd (trading as Barry Flemming & Partners).

2 About us

Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd is a private limited company registered in England and Wales with company number and whose registered office is at Lower Woodspeen Court, Lambourn Road, Woodspeen, Newbury, Berkshire, RG20 8BL.

We are authorised to conduct investment business under the Financial Services and Markets Act 2000 and regulated by the Financial Conduct Authority. Our FCA number is 213159. Our permitted business includes advising on and arranging investments, pensions and general insurance transactions, including life and health insurances. You can check this on the FCA’s Register by visiting the FCA’s website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 or 0300 500 8082. You can also obtain further information from the FCA at www.fsa.gov.uk/consumer.

Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd is a private limited company registered in England and Wales with company number and whose registered office is at Lower Woodspeen Court, Lambourn Road, Woodspeen, Newbury, Berkshire, RG20 8BL.

You can contact Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd by writing to us at the above address, by email to info@bafleming.co.uk or by telephone on 01488 608 686.

3 Our Services

Our firm is designated by the FCA as an independent adviser which means that our advice is unbiased, unrestricted and based upon a comprehensive and fair analysis of the relevant markets. We provide advice on the widest range of retail investment products including life policies, personal pensions, stakeholder pensions, unit trusts and open-ended collective investment schemes and structured capital-at-risk products.

We are not qualified to give legal, tax or debt consolidation advice.

4 Client Categorisation

The rules of the Financial Conduct Authority provide for customers to be classified in relation to the level of reliance they place on the regulated firm with whom they deal, the level of statutory protection they may enjoy under the Financial Services Compensation Scheme in the event that the regulated firm is unable to meet its liabilities, and eligibility to refer complaints relating to the firm's conduct to the Financial Ombudsman Service.

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means you are provided with the highest level of protection under the regulatory regime. We have identified our "target market" as being retail clients, and our distribution strategy is to offer to our clients products that we consider are suitable for retail clients system and should have the right to take any complaint to the Financial Ombudsman Service.

On insurance matters you will be treated as a Commercial Customer or a Consumer, depending on whether you are acting for business purposes or not.

5 Scope of our advice

Our advisory services cover a specific range of transactions and investments and will depend on any limitations that we may tell you about. Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

All decisions on whether to invest in, hold or dispose of any asset are yours and we will only enter into transactions as you instruct. As you are responsible for your investment decisions, you can choose to invest against our advice and you have the right to decline to follow our advice by not transacting as we advise. Whilst we will always endeavour to act in your best interests, we cannot be held liable for any loss that you may suffer as a result of a failure to follow our advice.

6 Initial meeting

We offer an initial discussion (without charge) when we will describe our services more fully and explain the payment options. This helps us to understand your financial objectives and how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you. What you pay will depend upon the services we provide and most services will involve the payment of an adviser charge, either by you directly or facilitated via a product/service provider.

We will confirm our services to be provided and our charges in writing in our Engagement Letter before beginning work. The Engagement Letter together with this client agreement formalises our intention to work together.

7 Fact Find Information

Before providing you with our services we will carry out an assessment of your personal and financial circumstances, your investment objectives and risk appetite and your knowledge and experience relevant to the services to be provided and agree with you your investment objectives. We are required to carry out this assessment in order to ensure that we can act in your best interests when providing our services.

You are encouraged to provide as much information as possible about your financial situation, investment objectives, and knowledge and experience in the field of investments and we will always ask you to state your investment objectives in your own words where possible. The information you provide will enable us to check that your investments and your investment strategy remain suitable for you so it is very important that you do provide us with accurate and up to date information. Without such information we may not be able to provide advice, or the validity of our recommendations may be impeded by the lack of information.

You confirm that all data provided by you is complete, accurate, up-to date and not misleading or likely to deceive and consent to us to make all enquiries necessary to verify this information to enable us to carry out the services detailed in this agreement to you and comply with any reporting requirements. Please note that we cannot be held liable in the event that any failure by you to provide information when requested or any inaccuracies in the information provided by you adversely affects your investment portfolio or the provision of services by us under this agreement.

8 Suitability Report

When making a specific investment or insurance recommendation, we will confirm your objectives and any restrictions on the types of product that you wish to buy, and explain in our "Suitability Report" why, having assessed your needs, we consider that our recommendations are suitable for your individual circumstances.

Specific warnings relevant to the investments, or investment strategies, that we recommend will be confirmed to you in your Suitability Report.

Before issuing your Suitability Report we will agree and exchange certain documents with you as part of our advice process. Such documents may be referred to and therefore incorporated into our Suitability Report. It is therefore important that all such documents are considered together as a whole in the context of our advice.

When arranging an insurance contract, including life and health insurances, we will confirm your demands and needs and any restrictions on the types of product you wish to buy in a "Statement of Demands and Needs". This will be based on the information obtained from you and is to ensure that any insurance policies recommended are consistent with your insurance needs and demands.

9 Instructions

Normally, we ask clients to give instructions in writing by completing the relevant application form and signing the appropriate declaration. We prefer all your instructions to be in writing or an oral instruction to be followed up as soon as possible in writing. However, where appropriate we may also agree that you can contact us electronically by fax or email.

Our communication will always be in English both in respect of oral and written communications.

If we mutually agree to communicate by email, you acknowledge and confirm that because of the nature of the internet, the security of emails cannot be guaranteed and the content of emails may not remain private or unaltered during internet transmission. We accept no liability for any damages that you or any other party may suffer as a result of the loss of confidentiality or any alteration of any emailed information. If we think this has happened, we will try to contact you.

10 Fees and Commissions

Barry Fleming & Partners is remunerated through fees payable directly by the client or, if agreed by you, by the relevant product provider who will deduct our fees from your investment.

As mentioned above, we offer, without obligation, an introductory meeting at our expense. We will confirm our services to be provided and our charges in writing in our Engagement Letter or separately before beginning work.

We will also confirm the aggregated costs of our services and fees in connection with your investments to allow you to understand the overall cost as well as the cumulative effect on return of the investment. Where applicable, we will provide this information to you on a regular basis, at least annually, during the life of the investment. If you so request, an itemised breakdown can be provided.

11 Payment options

We offer the following payment options:

- Payment by cheque or bank transfer following an invoice raised by us. Our payment terms are for invoices to be settled within 30 days of the date of the invoice.
- Payment by Provider- via fee offset,. Here the product provider will pay our fee, as agreed by you, from your available investment funds, where applicable.

12 How much might our services cost?

We offer 3 types of service:

- Advisory Service;
- Execution Only Service (a transaction only service where no advice is sought or provided);
- Annual Management Service.

We have outlined the basis on which our fees will be calculated below. However, we will confirm the exact fees for the services in our Engagement Letter.

13 Advisory Service

The main service we provide is our Advisory Service. Our fees are typically broken down into 3 areas detailed below and are focussed on the cost for the time we spend on delivering your financial planning requirements. Our fees include our charges per hour, reflecting the level of complexity and the risk involved.

The typical hourly rates included in our advice fees are:

Director	Financial Planner	ParaPlanner	Administrator
£500	£275	£100	£50

We will agree the rate we will charge before commencing any work. Our fees may be subject to VAT depending on the type of work undertaken.

1. Preliminary Discussions & Investigations

We offer an initial consultation free of charge and without obligation. This meeting is designed to highlight your immediate financial planning priorities and requirements. Thereafter, any meetings and discussions are a fundamental part of the planning process, enabling us to collect and collate all the information relevant to your planning needs.

2. Financial Planning Report & Advice Fee

When our investigations are complete, we will present our advice and recommendations to you in a Financial Planning Report. Our advice fees become due when our report is presented to the client.

3. Implementation Fee

If you wish to proceed with our advice and recommendations we will charge an additional fee for the time taken and the complexity involved in implementing your financial plan.

Our Implementation fees are capped at the following maximum levels:

- For ISAs, General Investments, Pensions and Investment Bonds: 1% of the total amount invested. For example on a transaction of £100,000 our fee would be capped at £1,000.
- For Specialist Investments: 2% of the total amount invested in Venture Capital Trusts (VCT's), Inheritance and Tax Planning Schemes. For example an investment of £100,000 would be capped at £2,000.
- For Protection Policies: We charge a fixed fee of between £500 and £3,000 on protection policies depending on the level of complexity involved.

14 Execution Only Service

Where you instruct us to carry out an execution only investment on your behalf, we normally charge a transaction and administration fee capped at 1% of the amount invested. For example on a transaction of £10,000 we normally charge £100.

15 Annual Management Service

If you would like us to provide you with ongoing advice and support we will charge an annual management fee which will be a percentage of the value of the assets under management. The relevant percentage will be confirmed to you in our Engagement Letter.

This fee entitles you to the following services:

- Website - Your own secure web site area ("**Client Portal**") which provides all the data, information, and monitoring services that you may need in relation to your investment assets.
- Portfolio Valuations via our dedicated Client Portal.

Please note that while we make every effort to ensure that the Website and dedicated Client Portal is available, we do not represent, warrant or guarantee in any way the Website or Client Portal's continued availability at all times or uninterrupted use by you of the Website. We reserve the right to suspend or cease the operation of the Website and Client Portal from time to time at our sole discretion. Please refer to our separate website terms and conditions which are available at <http://www.bafleming.co.uk/disclaimers>.

- Annual Review Meeting - We invite you to come to our offices in Newbury, Berkshire once each year to review your financial planning matters and discuss any changes that may be necessary.

16 Annual Review

Where we offer to provide you with our Annual Management Services, we will review the suitability of the composition of your investment portfolio, based on an assessment of your requirements and objectives, provide you with an update and will make recommendations to you when we believe you should make changes to the contents of your portfolio. We will carry out a formal review at least once every year, or at such other intervals as we agree with you. These reviews are to ensure we are continuing to act in your best interests as a client.

It is very important that you tell us of any changes to your circumstances and financial situation and ensure all the information we maintain about you is accurate and up to date in order to allow us to carry out this suitability review. Missing or inaccurate information may affect our ability to perform the suitability assessment and provide you with any necessary advice. We cannot be held responsible for any liabilities caused as a result of your failure to provide up to date and accurate information to us when requested.

Please note that any periodic reviews will not usually re-assess information previously collected at the stage of our initial advice unless confirmed otherwise. Any periodic suitability

report shall only look at the circumstances relevant to you at the time of that review and shall therefore not constitute a re-confirmation of our initial investment advice.

When we have arranged a contract for which you have given instructions, unless you have selected our Annual Management Service we will not give you any further advice unless you request it, but we may contact you shortly before the contract expires to discuss its renewal, if appropriate. Alternatively, we will be glad to advise you, at any time you ask us to.

17 Cancellation rights

You have a right to cancel most investment and insurance contracts, provided that you notify the provider of your wish to cancel the contract within 30 days (for most investment and protection contracts) or 14 days (for unit trusts and most general insurance contracts). Where you have a right to cancel your purchase, the product provider will give you notice of this in writing. For certain products where cancellation is not feasible, you will instead have an opportunity to withdraw from the contract before it is put into effect.

18 Ownership

As intermediaries we never own any products you buy or transact through us. All purchases will be registered in the name(s) of the client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your purchases as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the product provider.

19 Risk

All investment carries a degree of risk and by instructing us to act for you and to enter into transactions on your behalf, you acknowledge that there is an inherent risk in all investments and accept the possibility that an investment may result in significant losses and may not achieve its anticipated aim. The risk usually increases in proportion with the expected rate of return. Investments can go down in value as well as up and you could get back less than you invest. Past performance is not a guide to future performance and often the financial markets and world events can impact on its anticipated performance. Before entering into any investment agreement you we will ensure you understand and explain the risks associated with the product and check with you that you are content to accept that level of risk

Please note that although we will explain the risk of any investment product as part of our advice process, it is important that you understand the risk associated with the relevant product. If you are unsure about the way the product or recommendation works, or require any further clarification please ensure that you raise this with us.

We will give you investment recommendations which we reasonably consider are suitable, having regard to your investment objectives and attitude to risk. We will use reasonable endeavours to give you advice so that you achieve your investment objectives but will not be responsible if your investment objectives are not achieved, whether or not you acted upon our recommendations.

We are not responsible for the impact of any taxes, for instance capital gains tax, income tax, or inheritance tax, when recommending specific transactions. As a consequence, transactions we recommend may result in a tax liability for you.

20 Our liability

We shall not be liable for any error of judgement or any loss suffered by you in connection with the services we provide to the you under this Agreement (and in particular, but without limitation, we shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments or other assets in connection with those services) unless such loss arises from our negligence, wilful default or fraud

We shall not be liable to you for:

- any losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid; or
- any losses that we could not reasonably foresee when you gave us an instruction; or
- any loss of business, loss of goodwill, loss of opportunity or loss of profit.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the time of implementing an investment.

We are not liable to you if we fail to take any action which, in our opinion, would breach any regulatory requirement or market practice. To the extent that there is any conflict between this agreement and our duties under any regulatory requirement or market practice, we will act in a way we reasonably consider necessary to comply with any regulatory requirement or market practice and will not be treated as having breached this agreement as a result

Our aggregate liability to you under this agreement shall be limited to £[insert figure linked to level of insurance cover].

Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for any breach of our duties under the regulatory system, death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

21 Delay

We cannot be held responsible for delays beyond our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for any services you have paid for but not received.

22 Third parties

Where we recommend the use of a third party provider please note we can not be held liable for any loss suffered arising from your use of any such third party services and your sole recourse in respect of any performance, non-performance, insolvency or delay in performance of the contract or arrangement by that third party will be against that third party. As such, we would always recommend that you read any such third party's terms and conditions carefully to make sure you are happy to engage that third party. This is subject to our having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures.

23 Execution only services

Where you ask us to effect a transaction without receiving financial advice from us, it is important for you to understand that you are responsible for deciding whether the policy chosen meets your demands and needs. We will not in such circumstances advise you on the merits or risks of the investments or their suitability. We may however need to seek information from you to establish whether you have the necessary knowledge and experience to understand the risks involved in the particular transaction and in such circumstances you warrant that the information you are providing to us is accurate, up to date and complete.

24 Previous advice

For the avoidance of doubt, please be aware that when you become a client of our firm, we do not accept any responsibility for advice previously given to you by other firms nor is it part of our brief to review the suitability of advice previously given to you, unless we have specifically agreed to do so. We cannot advise on whether you should complain about previous advice received and you should seek appropriate legal advice in this respect.

25 Personal Interests

We undertake not to transact business which we are prohibited from entering into, or which involves misuse of confidential information, or which conflicts with our obligations towards our customers. We will not transact for you any business in which our firm, a member of staff, or another customer has an interest, unless that interest has first been disclosed to you in writing and your consent has been obtained.

We have rigorous processes and policies in place to ensure that we are able to identify conflicts of interest as they arise and our conflicts of interest policy is reviewed annually. A copy of our "Personal Dealings and Conflicts of Interest" policy is available on request.

26 UK Money Laundering Regulations

We are obliged to conform to the UK Money Laundering Regulations and also adhere to the guidance notes from the Joint Money Laundering Steering Group. This process may require sight of certain documentation to verify the identity and place of residence of each client. We may also request that you inform us how any monies being invested were obtained/accumulated. If you provide false or inaccurate information and we suspect fraud or money laundering we will record this. We will not forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay where money laundering verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you.

Using 'Smart Search', we will undertake a search with a Credit Reference Agency for the purposes of verifying your identity. To do so the Credit Reference Agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained but will not leave a mark on your credit file.

27 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)
- Have 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.

28 Data Protection

For your protection, Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd is registered under the Data Protection Act. We hold only such personal data (name, address, email, account details, etc.) about our clients as we consider is necessary in order for us to provide to them the services that we offer to provide. For more detailed information on how and why we use your information, including the rights in relation to your personal data and our legal grounds for using it, please refer to our Privacy Notice which is provided in the annex to this document.

29 What to do if you have a complaint

If you wish to register a complaint, please contact The Compliance Officer in writing at Barry Fleming & Partners (Tax Trusts and Investment Planning) Ltd, Lower Woodspeen Court, Lambourn Road, Woodspeen, Newbury, Berkshire, RG20 8BL or by telephone on 01488 608686. We will acknowledge receipt of the complaint and will send you a copy of our complaints handling procedure. The matter will be investigated in line with that procedure and our findings will be reported to you.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, subject to certain time limits and limitations. Full details of the Financial Ombudsman Service can be found on its website www.financial-ombudsman.org.uk

30 Compensation and Professional Indemnity

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of transaction:

- Deposits: £85,000 per person per firm. The FSCS now provide a £1 million protection limit for temporary high balances held with your bank, building society or credit union if it fails. For more details visit the FSCS ([/what-we-cover/questions-and-answers/qas-about-temporary-high-balances](http://what-we-cover/questions-and-answers/qas-about-temporary-high-balances)).
- Deposits by financial institutions are no longer covered by the scheme.
- Investments: £85,000 per person per firm.

Different compensation arrangements could apply if a product provider was unable to meet its obligations. Further information about compensation arrangements is available from the Financial Services Compensation Scheme (Customer Services – 0800 678 1100 or 020 7741 4100) or the web address given above. In addition to the scheme we are also insured for negligence, by any member of staff.

31 Your legal and tax obligations

We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to products or services. This is to provide you with information on those products or services and to assist us in selecting which products or services may be appropriate for you. We are not legal or tax advisers and we do not provide legal or tax advice. We recommend that you obtain your own independent advice, tailored to your particular circumstances. You cannot rely on our information as a substitute for taking your own independent advice.

32 Termination of Our Advisory Relationship

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 sent by recorded delivery and will be deemed to be effective from the date of receipt. Termination will not prejudice the completion of any transactions already initiated on your behalf or any rights or obligations already arising, unless you specifically request us to discontinue processing that transaction. Upon termination we reserve the right to charge a fee in line with the work undertaken but any fee related to an on-going service that will no longer be provided will be cancelled. Any outstanding fees due under this Agreement will be due within 7 days of the termination date.

33 Client Money

We do not handle clients' money. We never accept a cheque made out to us (unless it is settlement of charges for which we have sent you a bill) nor handle cash.

All commission to be rebated to the client, in respect of any transaction arranged, is and will remain the property of this firm, until such time as, if previously agreed, all or part of that commission is refunded to the client. Interest on any such sums will not be payable unless agreed otherwise.

34 Treating Customers Fairly

We are committed to "Treating Customers Fairly". We have reviewed the advice and information that we provide to our customers, and the standards of service that we offer. If you have any suggestions on how we might improve our treatment of customers, please let us know.

35 Miscellaneous - Pensions

Where we are providing you with pensions advice, we would like to take this opportunity to draw your attention to the need to update your "Expression" of Wishes" in order to specify exactly who should receive a share of the "unused" pension funds on death. As your pension funds do not form part of your estate, the pension trustees will not be bound by any instructions left in your will. Therefore without an "Expression of Wishes", your pension trustees will have discretion to pay out the value of your pension to dependents or into your estate. This may not be in accordance with how you wanted your assets to be distributed.

Please note that a matter of general course, where we are advising you in connection with retirement planning, we will produce an annuity quote each year in relation to your pensions for information purposes.

36 Assignment

You may only transfer your rights or your obligations under these terms to another person with our written consent. The agreement is between you and us. No other person shall have any rights to enforce any of its terms.

37 Severance

If a Court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

38 Law and language

Where applicable, our dealings with you shall be governed by the law of England. All information, terms and conditions, and communications shall be in English.

PRIVACY NOTICE

1 Data Protection

The information you have provided is subject to the General Data Protection Regulation (Regulation (EU) 2016/679). (GDPR) and the Data Protection Act 1998.

We will only collect information about you if we have a lawful reason to do so. Lawful reasons include performing our contract (where you are our client), where we have a 'legitimate interest' (for example, if it relates to a matter on which we are advising), and where you have given your permission for us to use your personal information in a particular way (for example, marketing or training updates).

2 Type of data

The information that we hold and process about you will depend on the type of matter we are dealing with. It is likely to include your name, address and email address, your date of birth and also sensitive personal information such your financial details and where relevant to the products on which we are advising, information about your health.

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 associated with the service we will provide you. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary.

3 Purposes of collection

We will process the information you give us for the following purposes:

- providing the services to you
- verifying your identity
- meeting our legal and regulatory obligations;
- keeping records;
- analysing operational and financial systems; and
- training and quality control; and
- marketing purposes only where you have consented to this.

4 Sharing of data

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, such as 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.

5 Sensitive Data

The information collected and processed by us may contain sensitive personal data for the purposes of the Data Protection Act 1998 and GDPR, including information that relates to your financial details, 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.

By entering into our client agreement, you consent to us processing your sensitive personal data for the purposes of carrying out our services to you. If at any time, should you wish to

withdraw consent, for us or any company associated with us, to processing your sensitive personal data, please contact us by email to info@bafleming.co.uk.

Please note if you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

6 Data retention and security

If we provide you with financial advice, your data will be kept in accordance with FCA regulatory expectations, which in some cases mean the duration could be indefinite.

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. We use a variety of physical and technical measures to keep your information available, safe from loss, accurate, and to prevent unauthorised access to it.

Our staff receive data protection training and we have a set of detailed data protection policies which they must follow when handling personal information.

7 Data Processing

Your data will be lawfully and fairly processed in a transparent manner.

Your data is collected on the grounds of explicit and legitimate purposes only.

We will only ask for your data when necessary, explain if data will be shared and how long it will be kept.

Your data will be accurate, kept up to date and erased, without delay, should your data no longer be required for the purposes to be processed.

Your data will only be retained for as long as is necessary.

Your data will be secure.

8 Rights of the client

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data that is held by us. You will not be charged for us supplying you with such data, however we do reserve the right to apply a 'reasonable fee' where requests are deemed excessive.

We will respond to your request as soon as possible and within the maximum time frame of one month.

The points below clearly set out the additional rights you as the client are entitled to. Please ask us for an explanation of each, should you wish to have more information.

- The right to be informed.
- The right to rectification.
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object.
- Rights to automated decision and profiling.

Please keep in mind that there are exceptions to the rights above and, although we will always try to respond to your satisfaction, there may be situations where we are unable to do so.

9 Right to complain

In rare occasions where you believe your data has been wrongfully processed, stored or handled, you have the right to raise a concern with the Information Commissioner's Office (ICO). Details on how to do this can be found here: <https://ico.org.uk/for-the-public/raising-concerns/>

10 Communication and Marketing Preferences

If you have given us permission to do so, we may from time to time send you information promoting us and our services. This includes keeping you up to date with news on topics you have opted to receive.

You can decide not to receive marketing communications or change how we contact you at any time. If you want to do so, please contact us at info@bafleming.co.uk.

If you ask us to not send you marketing emails, we will continue to hold enough information about you to maintain a record of your preference not to receive emails.