

12 Tamworth Road Long Eaton Nottingham NG10 1JJ Telephone 0115 7843242 Email enquiries@gilbertwealth.co.uk <u>www.gilbertwealth.co.uk</u> FCA Registration Number 447059

## **TERMS AND CONDITIONS**

#### Authorisation and Regulation

1. We are an appointed representative of In Partnership which is authorised and regulated by the Financial Conduct Authority. In Partnership's Financial Conduct Authority registration number is 192638.

The address of the Financial Conduct Authority is:

# 12 Endeavour Square London E20 1JN

- 2. In Partnership's permitted business is advising, arranging (bringing about) transactions in home purchase plans, home reversion plans, investments, P2P agreements, pension transfers, pension opt outs, investment management, regulated mortgages, consumer buy to lets, business buy to lets and non-investment insurances.
- 3. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

#### Communications

4. We will communicate with you through a number of media including post, telephone and email. Where we verbally agree any course of action with you we will confirm your instruction back to you in writing before executing a transaction.

#### Language

5. We will communicate with you in English.

#### **Conflicts of Interest**

- 6. We will always act honestly, fairly and professionally when conducting business with you.
- 7. We will make you aware of the existence of any conflict of interest that we are aware of, which arises between the work we are doing for you and any of our other clients or ourselves, and obtain your consent to continue before we carry out your instructions.
- 8. We will take all reasonable steps to prevent conflicts of interest and to ensure your fair treatment where one does arise. A copy of our conflict of interest policy is available upon request.

#### **Compensation Information**

- 9. We meet the requirements of the FCA rules regarding financial resources, including provisions regarding holding and maintaining appropriate professional indemnity insurance.
- 10. We are also covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from The scheme if we cannot meet our obligations. The value of this compensation depends on the type of business and the circumstances of the claim, as follows

Investment - Most types of investment are covered up to a maximum limit of £85,000.

<u>Insurance</u> - Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

<u>Home Finance Products</u> - Mortgages, Home Purchase Plans and Equity Release advising and arranging is covered up to a maximum limit of £85,000.

<u>Deposits</u> - Deposits made by private individuals and small businesses to any authorised firms (retail deposits), are covered up to £85,000 per person, per authorised institution.

11. Further information about compensation scheme arrangements is available from the FSCS.

## **Client Money**

12. We do not have the authority to hold client money and do not operate a client account for the receipt and payment of client money in respect of investment transactions. All client money should be paid to the product provider concerned.

## **Other Benefits**

13. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we can provide to our clients.

We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

#### **Disputes Resolution**

- 14. If you wish to register a complaint please contact us, or alternatively you may contact:
- In writing... The Compliance Department, In Partnership, On-Line House, 50-56 North Street, Horsham, West Sussex, RH12 1RD
- By phone... 01403 214 200
- By email... complaints@inpartnership.net

Further details of how we handle complaints are available on request.

- 15. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Their contact details are:
- In Writing... The Financial Ombudsman Service, Exchange Tower, London E14 9SR

By phone... 0800 023 4567

By email... complaint.info@financial-ombudsman.org.uk

## Transfer of rights and obligations

16. It is agreed by both parties that the rights and obligations contained within this agreement can be transferred to our successors or another regulated firm where, (for whatever reason), we are prevented from exercising our rights and obligations with you under this agreement. We will inform you in writing of any proposed enactment of this clause.

#### Law and Jurisdiction

17. You agree that this agreement shall be governed and shall be construed in accordance with English Law, and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.

This document forms part of our agreement with you. For your own benefit and protection you should read these terms and conditions carefully before signing our client agreement. If you do not understand any point please ask for further information.