

# Terms of Business



CHETWOOD  
WEALTH MANAGEMENT

generating  
confidence  
and trust

CHETWOOD<sup>WM</sup>

CHETWOOD WEALTH MANAGEMENT

60 High Street, Wellington,  
Somerset, TA21 8RD

T: 01823 666809 F: 01823 666552

E: [info@chetwoodwm.co.uk](mailto:info@chetwoodwm.co.uk)

[www.chetwoodwm.co.uk](http://www.chetwoodwm.co.uk)



Chetwood Wealth Management Ltd is Authorised and Regulated by the Financial Conduct Authority



## **CHETWOOD WEALTH MANAGEMENT – TERMS OF BUSINESS**

This document provides a brief overview of your rights as a Retail Client and the way that we will look after you and your personal data. Should you have any queries on our Terms of Business, please do not hesitate to speak to us. Our aim is to ensure that you fully understand our advice process and any associated costs.

We will issue you with two separate documents that set out our Services and Costs and these should be read in conjunction with these documents.

### **WHY TRUST CHETWOOD?**

- We are Independent Financial Advisers (IFA) offering Whole of Market advice
- We are Chartered Financial Planners. Chartered status enables individuals and firms to demonstrate their professional commitment to raising standards of knowledge, capability and ethical practice. It tells their customers that they can expect the highest quality of service.
- We have over 30 years of experience providing financial advice and wealth management services to our clients
- Qualified advisers with outstanding technical support – ensuring we can deliver the service you require.
- A range of in house and third party investment solutions that can be tailored to you
- We currently manage in excess of £200m on behalf of our clients
- Chetwood Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority (FCA) – our reference number is 195024

### **ETHICS**

Our ethical policy ensures we will:

- Be open, honest and transparent in the way we deal with you;
- Not place our interests above yours;
- Communicate clearly, promptly and without jargon;
- Seek your views and perception of our dealings with you, to ensure they meet your expectations or to identify any improvement required.

### **OUR SERVICES**

We offer advice on an independent basis which means that we provide unbiased, unrestricted advice based on a comprehensive and fair analysis of the relevant market, giving due consideration to the full range of retail investment, pension and life products available in the marketplace which may be suitable for you.

In addition, we also offer non-investment protection contracts e.g. term assurance, income protection and critical illness from a range of insurers. You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

The Financial Conduct Authority regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

## **CHETWOOD WEALTH MANAGEMENT - TERMS OF BUSINESS**

### Transacting Business & Communicating with You

- We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept verbal instructions provided they are immediately followed up in writing.
- We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All your policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.
- Unless we notify you in writing to the contrary, we will be treating you as a "retail client". This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.
- Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.
- We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended and the charges to be levied.
- Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract. We will issue any documentation / recommendations and any other communication to you in English (unless agreed otherwise).

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would 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.

### **VAT**

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

### **REFUNDS AND CANCELLATIONS POLICY**

In most cases you can exercise a right to cancel by withdrawing from the contract. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

## **COMPLAINTS**

If you wish to register a complaint, please write to The Compliance Officer, Chetwood Wealth Management Ltd, 60 High Street, Wellington, Somerset, TA21 8RD or telephone 01823 666809. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request. If you cannot settle your complaint with us, you will be entitled to refer it to the Financial Ombudsman Service – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **FINANCIAL SERVICES 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. Most types of Investment business are covered up to a maximum limit of £50,000, whereas Insurance business is covered for 90% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS - [www.fscs.org.uk](http://www.fscs.org.uk).

## **MATERIAL INTERESTS**

We will act honestly, fairly and professionally and this regulatory requirement is known as conducting business in a Client's "Best Interest". Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. In accordance with the rules of the regulator, The Financial Conduct Authority, we are prohibited from accepting any payments (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

## **CLIENT MONEY**

Chetwood Wealth Management Ltd is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or ever handle cash.

## **VERIFICATION OF CLIENT IDENTITY**

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that 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.

## **GOVERNING LAW**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Chetwood Wealth Management 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.

## **DATA PROTECTION AND CONFIDENTIALITY**

The information you provide to us 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. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

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, or contacting you for marketing purposes, please contact **The Data Protection Officer at Chetwood Wealth Management Ltd, 60 High Street, Wellington, Somerset, TA21 8RD or telephone 01823 666809.**

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.

## **CHANGES TO OUR TERMS OF BUSINESS**

We may amend these Terms of Business from time to time. We will give you 30 days advance notice of any changes if we are currently providing you with any services, or we may request your consent to the changes before we next provide any services to you.

## **TERMINATION**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

# CHETWOOD<sup>WM</sup>

## CHETWOOD WEALTH MANAGEMENT

60 High Street, Wellington,  
Somerset, TA21 8RD

T: 01823 666809 F: 01823 666552

E [info@chetwoodwm.co.uk](mailto:info@chetwoodwm.co.uk)

[www.chetwoodwm.co.uk](http://www.chetwoodwm.co.uk)

Chetwood Wealth Management Ltd is Authorised and Regulated by the Financial Conduct Authority

Version 1

