



## TQ Invest Client Agreement for Investments

This agreement is issued on behalf of TQ Invest, which is a trading name of Torquil Clark Ltd of St Mark's, Chapel Ash, Wolverhampton WV3 0TZ whom can be contacted at 01902 570570.

### Authorisation Statement

Torquil Clark Ltd is Authorised and Regulated by the Financial Services Authority. The Financial Services Authority (FSA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) FSA No. 145789 or by contacting the FSA on 0845 606 1234.

### Permitted Business

Our permitted business is advising on and arranging Investments, Pensions, Non Investment Insurance and Mortgages.

### Client Categorisation

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We propose to classify you as 'Retail Client' for Investment purposes.

### Communications

We will communicate with you in English both verbally and written for the sending and reception of orders. To avoid any doubt instructions should be issued in writing.

### Scope of Service

We operate independently and therefore provide investment services from the whole market. We provide access to Investment Funds (Unit Trusts and Open Ended Investment Companies) from across the whole of market. We also promote specific tax-advantaged 'wrappers' in which these funds can be held e.g. Individual Savings Accounts (ISAs) and Self Invested Personal Pensions (SIPPs). For annuities we offer products from the whole of the annuity market.

### Services to be provided

You will not receive advice or a recommendation from us. We operate an Execution Only service. If you are in any doubt regarding the suitability of an investment you should ask to be referred to our independent wealth management team (Torquil Clark), who are authorised to provide investment advice. Transactions taken out on an execution only basis via TQ Invest will be carried out without advice on their merit or suitability. When buying a contract under these terms, you will not benefit from some of the regulatory protection provided when authorised advice is given and you have no right to redress should the contract turn out to be unsuitable.

To help guide our clients we provide web-based tools and issue product information, independent investment research, market commentary and example portfolios. In providing these we are not giving you personalised advice.

It is important that you read the Product Provider's Key Features Document carefully and we would particularly draw your attention to the section on Cancellation and Withdrawal Rights. Please note that as you are investing as an Execution Only client your cancellation and withdrawal rights may be affected.

TQ Invest does not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

TQ Invest is a trading name of Torquil Clark Ltd, which is authorised and regulated by the Financial Services Authority.

TQ Invest may, from time to time, receive fees from product providers for advertisements in the company brochure, bulletins, website or other material. The existence of an advertisement should not be taken as an endorsement of any particular product by TQ Invest.

We reserve the right to monitor and record telephone calls for regulatory and training purposes as well as having an accurate record of your instructions.

When we have arranged any investments or policies for which you have given us instructions we will not give you any further information unless specifically agreed.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

#### Advice and Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

#### Paying for services

Not all firms charge for services in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid.

Paying by commission (through product charges). We typically earn trail commission from fund charges of up to 0.5% per annum of the value of funds held through us. TQ Invest does not take any initial/upfront commission on investment funds. For 'non collective' investments i.e. bonds and pensions the maximum charge for purchasing these investments will be 1% of the initial commission.

#### Material Interest

We will act honestly, fairly and professionally known as conducting business in 'client's best interest' regulations. 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 our regulator, The Financial Services Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

#### Right to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

#### Complaints

If you wish to register a complaint, please write to The Compliance Manager, Torquil Clark, St Marks, Chapel Ash, Wolverhampton, WV3 0TZ or telephone 01902 570570. 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. Most types of investment business are covered up to a maximum limit of £50,000. For non-advised investment services an investor may not have access to FSCS through TQ Invest, however, they would have access via the product provider, should the product provider default. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS.

## 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 administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Services Authority 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.

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

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 on 01902 570570 or in writing at St Marks, Chapel Ash, Wolverhampton, WV3 0TZ.

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 purposes. 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.

## 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.

## Force Majeure

Torquil Clark 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.

## 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.

## Important Investment Risk Information

As we don't know your individual circumstances, none of the information in this website is specific to you; therefore Torquil Clark Ltd can take no responsibility for the decisions you make from it. You must obtain full details of the products and look at your own circumstances, objectives and attitudes to risk before proceeding. If you need advice, please call 0800 2947191.

The TQ Invest website contains information provided by third parties which we believe to be accurate and reliable. Whilst every effort has been made to ensure that all information, including unit prices, fund holdings and portfolio valuations are correct, Torquil Clark Ltd cannot guarantee this and cannot be held responsible for any loss incurred as a result of their use. Past performance is not a reliable indication of future returns, the value of units and the income from them, can fall as well as rise and you may get back less than your original investment. The investments featured in the website do not provide guarantees and you could lose all your money. The investments are not readily accessible. All investments are intended to be held for the long term.

Levels and basis of, and reliefs from taxation can change. Tax reliefs referred to are those currently available and their relevance depends on the individual circumstances of the investor and their tax position. As with all investments, the tax treatment of ISAs is subject to change by HM Revenue and Customs.

Income from investments may fluctuate and part of the capital may be used to pay that income.

In addition to any initial charges quoted there may be a bid/offer spread or dilution levy.

Non investment grade bonds are contained in some funds which carry a risk that the capital value of the fund will be affected because they have an increased risk of default on repayment by the issuing companies compared to investment grade bonds.

Before transferring or liquidating an investment you should ascertain whether any exit penalties or initial charges will apply and consider whether it will be beneficial to you over the period of the investment to proceed. If investments are liquidated you may suffer a loss of income or growth, should the market rise, while the transfer remains pending.

Before switching away from funds that are outside your chosen Platform Provider or Fund Supermarket please be aware that some products have to be sold and re-bought in order to get them onto the platform, which will incur charges/costs. If you subsequently decide to move from one Platform Provider to another or you no longer require the service, some providers do not allow re-registration to another provider. The investments have to be sold and re-bought, which will incur costs/charges. Where transfers and re-registration is possible costs may still be incurred and you should expect the process to take some time to complete. Some products are not available off-platform and only exist within it. This means it could be necessary to sell the investment and thereby trigger a taxable event if you wanted to leave the Platform Provider or Fund Supermarket.

Exchange rate fluctuations may have an adverse effect on the value of non-UK shares. The model portfolios are not 'personal recommendations' - that is, they might not necessarily be suitable for you and your personal circumstances. Instead, we have designed these so as to provide good prospects of returns for investors looking to commit monies to medium-to-longer term investments. They cater for a range of risk profiles though importantly, even the cautious portfolio can fall in value in the short term. If you are in any doubt as to the suitability of the model portfolio, you should seek the advice of an Independent financial adviser.

SIPPs - If you have, now or in the future, the option of joining an employer's occupational pension scheme, or a pension to which they will contribute, you should consider joining it or making additional contributions to it first. Before transferring any benefits you should also check that you will not lose any valuable benefits including Guaranteed Annuity Rates, higher tax free cash, higher guaranteed returns or membership rights.

Venture Capital Trusts (VCTs) are higher risk investments and although some VCTs may be viewed as less risky as others, investors should remember that VCTs as a whole are higher risk investments.