

Terms & Conditions

These terms will apply to you and form the basis of our engagement with you once you open an account with us. The terms will apply from the date first agreed until such a time as agreed by either party or replaced by a later agreement.

Definitions

“We, us, our, the company, Fairfield, FWL” shall mean Fairfield Wealth Limited

“You, your, yours, the client” shall mean the person(s) to whom we provide the Fairfield Service as specified within written, personalised investment advice reports or as otherwise notified to us when an application is made. Where applicable this applies to your legal representatives, authorised representatives, successors or anyone that you and we have agreed can act on your behalf.

“Agreement” means our agreement with you by way of signed declaration for the provision of any Fairfield Wealth Services

“Event Beyond Our Control” means any event or act that cannot be controlled by Fairfield or its Directors, including but not limited to acts of terrorism, strikes, fire, flood, or other natural disaster, civil unrest, or other third party action.

“GFSC, Our Regulator” shall mean the Guernsey Financial Services Commission

“The Bailiwick” means the islands of Guernsey, Alderney, and Sark

“Fairfield Wealth Financial Adviser, IFA, Financial Planner” means any financial adviser authorised by Fairfield Wealth Limited to provide investment advice

“Working day” means a day when The International Stock Exchange (TISE) is open for dealings (excluding Saturdays, Sundays, Public and Bank holidays in Guernsey)

“Tax Year, Year of charge” Means the period commencing 1st January in one year and ending 31st December in that same year

“Charges. Fees” means the schedule of charges as appended to these terms, which sets out what we will charge for carrying out the services of Fairfield Wealth Limited

“Terms” means all and any of these terms and conditions (as the context requires and including any terms incorporated by express reference) and any versions which may supersede them

“ITO, Income Tax” means the States of Guernsey Income Tax Office

“Security Details” means the details required to pass our security procedures which may be selected by you or supplied by us.

“Security Procedures” means the procedures we have put in place to identify you and which you must follow for us to release your personal information or for you to provide instructions.

“The Law, POI Law” means the Protection of Investors (Bailiwick of Guernsey) Law 1987 as amended, which is the law under which Fairfield is regulated.

Regulation

Fairfield Wealth Limited (“FWL”) is authorised and regulated by the Guernsey Financial Services Commission (“GFSC”) under the Protection of Investors (Bailiwick of Guernsey) Law 1987 as amended (“POI Law”).

The registered address of FWL is One High St, St Peter Port, Guernsey, GY1 2LZ. The GFSC (www.gfsc.gg) registration number is 2296673 and the company registration number is 63515 (www.guernseyregistry.com).

Client Categorisation

FWL will automatically classify every client as a Retail client, unless specifically requested by the client and confirmed in writing by FWL. The main benefit of being classified as a retail client is that it provides the highest form of protection under the Licensees Conduct of Business Rules as set out under the POI Law that governs FWL. Clients are permitted at any time to amend their classification, but this must be done in writing and there are additional requirements that must be met by the client and appropriately evidenced in order for FWL to agree that the client meets the requirements.

A client categorisation document explaining each categorisation and what the classification means for the client and FWL is available on request and via our website.

Services

FWL provides a full independent advisory service for Retail and Professional clients, advising on a range of products and services, including but not limited to, external pension, investment, and discretionary fund management providers. FWL operates a two-tier client service offering, Fairfield Wealth Premier and Fairfield Wealth Classic, details of which will be provided and discussed at your initial meeting with one of FWL's financial advisers. Details can also be viewed on our website. These terms and conditions apply to both services unless specified.

General Information about the Fairfield Service

You must be over 18 and not bankrupt to use the services of FWL. Minors under the age of 18 may use Fairfield services but they must be accompanied by a parent or guardian. FWL reserve the right to refuse service provision to any client within the laws governing FWL.

We offer a full range of independent advisory services to Guernsey and international clients; however we are governed by Guernsey law and those investors resident outside of the Guernsey jurisdiction may not be afforded the Bailiwick protections. You must inform us of your current residency and of any changes in such.

Financial Advisers employed by FWL meet the minimum level of qualifications required by the GFSC to provide financial advice and are actively encouraged and supported by FWL to exceed these minimum levels. Advisers for FWL are authorised to provide advice on both Category 1 (Collective Investment Schemes) and Category 2 (General Securities and Derivatives) investments, as defined by "The Law".

We are not discretionary fund managers although may recommend their services based on suitability after full discussions with a client. All investments can fall in value as well as rise and neither returns nor income are guaranteed. FWL are not responsible for market losses and we are not responsible for tax liabilities.

Client Confidentiality & Data Protection

FWL treats the protection of its client data with the utmost importance. We uphold never to sell or pass on client data and treat all information provided to FWL in the strictest of confidence, with the exception of providing information when requested by law enforcement or as required by our regulator.

FWL is duty bound to comply with all applicable Data Protection Legislation and is registered as a Data controller under the Data Protection (Bailiwick of Guernsey) Law, 2017. The Privacy Policy enclosed with these terms, describes the nature of the personal data processed, our lawful basis for processing your data, as well as your rights in respect of that personal data.

Client Information

FWL is required to obtain and maintain your proof of identity and primary residence as a minimum, however to fully comply with the laws FWL will undertake to perform additional checks as permitted within the law, including but not limited to; source of wealth, source of funds, nationality and details of assets/liabilities.

In order to provide you with effective and suitable advice, FWL shall take reasonable steps to obtain further information such as details of your investment knowledge and experience, your current personal and financial situation, details of your financial objectives, and your tolerance towards and your capacity for accepting financial risk.

FWL is reliant on this data to provide you with effective and suitable advice and therefore we are reliant on you to keep us informed in a timely manner of any changes to the information we have gathered, which may impact the suitability of our recommendations.

Privacy Policy

To provide an effective service to you, we need to collect and use your personal information. To help make it easier for you to find out what we do with this information, we've created a new Privacy Policy which includes details about:

- Your rights relating to the information we hold about you
- How we keep your personal information safe
- The types of personal information we collect and use

You can find details of our Privacy Policy by visiting our website, but if you prefer paper or email, please feel free to give us a call and we'll send you a copy by email or post. If you have any questions about any of the above, please give us a call and we'll be happy to help

Communications With You

FWL will always provide you with recommendations in writing on company letter headed paper, to your postal address in the first instance. FWL recognize that some clients will prefer to communicate electronically and are happy to securely send email correspondence, however, it is the client's responsibility to inform FWL of their preferred method of communication. If no instruction is provided FWL will default to postal communication and therefore it is vital that FWL holds the most recent correspondence address of our clients.

Clients can communicate with FWL by contacting their adviser via telephone on the number detailed on the business card provided at the first meeting. Emails should be directed to enquiries@fairfieldwealth.co.gg or in writing to One High St, St Peter Port, Guernsey, GY1 2LZ.

Clients are entitled to reject in full or part any advice provided by FWL and must do so by communicating this with FWL via one of the methods detailed above.

Execution Only Dealing

FWL recognise that from time to time their clients may wish to deal in investments or products outside of the advice of FWL and simply wish FWL to carry out instructions on their behalf. FWL are happy to carry out such instructions however further documentation will be required to be signed by you confirming that the instruction is "execution only" and no advice has been given. FWL reserve the right to charge an administration fee for this service, though all fees will be detailed before the instruction is carried out.

Client Monies

FWL does not handle client money and unless specifically request via invoice no payment should be made by a client to FWL. Client money received by FWL will be forwarded to the relevant product provider by the next working day following receipt of the monies.

Conflicts of Interest

FWL provides independent financial advice to a range of clients and recognizes that on an island such as Guernsey there may be situations where we have cause to recommend investments in which FWL, any director/employee of FWL, or a client of FWL has a material interest in such an investment. Should this situation arise FWL will inform the client of the interest in writing and undertakes not to complete the transaction without the express permission in writing of the client.

Fees and Commissions

FWL operate a “fee only” service, in that we do not receive commissions from third parties for providing services. Our fees are dependent on the level of service chosen and are detailed in the Fee Schedule provided with these terms. The fees and the amounts which apply to you are detailed in the fee agreement which will be provided to you with your recommendations.

FWL will disclose all and any fees payable, what each party does for those fees and how and when the fees are deducted, in the written advice report before any transaction is completed.

Complaints

FWL strives to provide the highest quality of service to whatever level of service agreement a client has chosen and we hope there is never cause for complaint. However, we do know that mistakes happen and therefore we have a robust policy for dealing with complaints. A copy of our Complaints Policy is available on request.

In the first instance a complaint should be directed in writing to Fairfield Wealth Ltd, One High St, St Peter Port, Guernsey, GY1 2LZ. We will respond in writing within our agreed timescales. If for whatever reason we are unable to/you feel we have not managed to resolve your complaint, and we have provided our full and final response, then you have the right to contact the Channel Islands Financial Ombudsman to help settle your complaint.

The Ombudsman can be contacted in writing (Channel Islands Financial Ombudsman (CIFO), PO Box 114, Jersey. JE4 9QG), phone on (01481 722218), email (enquiries@ci-fo.org), or on the web (www.ci-fo.org)

Changes to the Terms

We may change these terms, including our fees and service agreements from time to time in full or part, by giving you reasonable notice of the change. We will notify you of major changes of terms by sending the terms to you via your chosen communication method. We will also make the amended terms available on our website.

We will give you 30 days notice of any change to these terms that may be of detriment to you, unless we are required to make the change sooner (e.g for regulatory reasons). Incidental changes (such as typographical amendments, clarity or drafting) we will make immediately, and the amended version will be available via our website.