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CLIENT AGREEMENT

# Investment & Protection — Terms and Conditions

# Armstrong Wealth

*If you would like this document in larger print or in another format, please contact us.*

Investment & Protection

Terms & conditions · December 2025

*Read with: What we do and how we charge*

Armstrong Wealth Ltd is registered in England and Wales, company number 8986301. Registered office: Chandos House, School Lane, Buckingham, Buckinghamshire, MK18 1HL.

## At a glance

*The key points of this agreement in brief. The full terms follow — this summary does not replace them.*

### End any time

You may end this agreement at any time, without penalty (we give at least 20 business days' notice).

### FRN 624004

Authorised and regulated by the Financial Conduct Authority.

### Retail client

We treat you as a retail client — the highest level of regulatory protection.

### Up to £85,000

FSCS cover for eligible investment claims, per person per firm (protection: 90% or 100%).

### Independent

As an independent firm we can't accept or retain benefits from product providers.

### English law

Governed by English law and the exclusive jurisdiction of the English courts.

## How to read this agreement

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This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with our Client Agreement (what we do and how we charge) document. If there's something you don't understand, please ask us to clarify.

This agreement sets out our respective obligations and should be read in conjunction with the information in our Client Agreement - what we do and how we charge document which has also been provided to you.

Section 4 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in Section 5 (Services agreed).

### ANY QUESTIONS?

**If you have a question or concern about any aspect of our services, please contact us at:**

Telephone: 01892 576 577

Email: [info@armstrongwealth.co.uk](mailto:info@armstrongwealth.co.uk)

Website: [www.armstrongwealth.co.uk](http://www.armstrongwealth.co.uk)

In writing: Duncan Armstrong, Salomons Estate,  
Broomhill Road, Tunbridge Wells. TN3 0TG

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# 01 Our obligations

**IN SHORT** *How we advise you, prevent financial crime, manage conflicts, protect your data and communicate with you.*

## Our recommendations

Before providing advice, we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.

We'll confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments. We will provide you with all necessary information including Terms and Conditions at or before the point of recommendation.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you won't have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we'll explain the implications to you.

We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

### Financial crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We'll verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

### Best execution

Where we send investment applications on your behalf to third parties (for example to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

### Conflicts of interest

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

The directors of Armstrong Wealth hold all the shares in Armstrong Wealth Services Ltd. The primary function of Armstrong Wealth Services Ltd is to manage the relationship between the discretionary managers of Armstrong Wealth Model portfolios along with investment research and analysis. This is further explained in our Discretionary Model Portfolio Service (MPS) Terms and conditions – client agreement which would be provided to you not later than the point of recommendation and is available to you at any time, please ask for details.

This shareholding does not alter our regulatory responsibility to provide you with impartial advice and so should not influence our advice to you. Please ask if you want to discuss this in further detail.

We have a conflict-of-interest policy. If you want to see a copy of it, please ask us.

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### Protecting personal information

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services, or for legal, regulatory or insurance purposes related to our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

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### Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. We use secure portals and encourage use of these as much as possible for your digital security and ours. Our communications will be in English. We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings. This can be by way of hand-written confirmation, digital signatures or secure portal confirmations.

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### Recording telephone calls and meetings

To ensure we carry out your instructions accurately; to help us to continually improve our service and in the interests of security, we'll record and may monitor your telephone, video and in-person communications or conversations with us.

Copies of our audio recordings will be available on request, for a period of 5 years after the recording was made.

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### Services offered as part of a package

Where we offer services or products as part of a package, we'll tell you whether it's possible to buy the different components separately and, if relevant disclose the costs and charges of each component. We'll also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the investment risk.

## 02 Your obligations

**IN SHORT** *The information you give us, how you pay, and the limits of our advice.*

### Providing information about your circumstances

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice.

If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give. For this reason, we will ask you to confirm the accuracy of our records when we provide advice to you.

### Payment for services

By signing this agreement, you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We'll tell you if any payments are subject to VAT.

Our initial charges are payable once we have completed our agreed work and must be settled within 28 business days.

In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.

Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Our charges for ongoing services will start alongside the initial charge and debited monthly where paid by plan providers.

Ongoing services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.

Where our charges are based on a % of your investments, the amount of our ongoing charges may increase as the size of your fund grows.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

### Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

## 03 Cancellation and amendments

**IN SHORT** *How either of us can end the agreement, and how we make changes.*

### Ending this agreement

- We may terminate this agreement by giving you at least 20 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

### Amendments

From time to time, it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least 28 business days before they are due to take effect.

### Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

## 04

## Useful information about our services

**IN SHORT** *Who regulates us, how to complain, and the protections you have (FOS and FSCS).*

### Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 624004.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

You can check our details 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.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

### What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.

We have a complaints procedure, and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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### **Additional peace of mind — Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

- Investments — Eligible claims related to most types of investment business are covered for 100% of a claim up to a maximum of £85,000 per person per firm.
- Insurance — In the majority of cases, eligible claims related to advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

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### **Benefits we may receive**

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status.

We may attend training events funded and / or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

## 05 Services agreed

**IN SHORT** *The services you've chosen and the agreed fee for each.*

Your adviser will complete the fee for each service you take. Any payments subject to VAT are shown in the fee column.

### Initial service

Initial service	Details of agreed fee (any payments subject to VAT shown here)
Financial Planning service including Pensions and Investments	
Hourly fees	
Estate planning	
Annuity service	
Advice relating to Protection planning	

### Ongoing services

Ongoing services	Details of agreed fee (any payments subject to VAT shown here)
Financial Planning Service	
Wealth Management Service	

## 06 Declaration

**IN SHORT** Sign to bring the agreement into effect — governed by English law.

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

***This agreement is governed and shall be interpreted in accordance with English law, and both parties shall submit to the exclusive jurisdiction of the English Courts.***

Date of issue	
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### Client

Client name(s)	
Client signature(s)	
Date	

### Signed on behalf of Armstrong Wealth Ltd

Adviser name	
Adviser signature	
Date	

## Appendix A — protecting your personal information

### **IN SHORT** *How we collect, use and protect your personal data.*

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services or for legal, regulatory or insurance purposes related to our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our legal obligations to preventing money laundering or terrorist financing. We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints and meeting our Professional Indemnity Insurer's expectations. Generally, these are the lawful bases on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for the above mentioned purposes.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (for example by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (for example telephone / email / letter etc.). If you wish to know the names of these third-parties please contact us for further information.

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

If you are concerned about any aspect of our privacy arrangements, please speak to us.

Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

# Consent

**IN SHORT** *Your consent for sensitive-data processing and for marketing contact.*

## Sensitive personal data

As explained in our Privacy Notice there are certain categories of personal data that are sensitive by nature. These categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health.

Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

***“I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Armstrong Wealth Ltd.”***

<b>Client name(s)</b>	
<b>Client signature(s)</b>	
<b>Date</b>	

Please note that you may withdraw this consent at any time by notifying us at our main business address.

**Marketing**

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this, we require your consent by agreeing to one or all of the options:

***“I / we consent to be contacted for marketing purposes by:”***

<b>Email</b>	<input type="checkbox"/>	<b>Telephone</b>	<input type="checkbox"/>	<b>Text message</b>	<input type="checkbox"/>	<b>Post</b>	<input type="checkbox"/>
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<b>Client name(s)</b>	
<b>Client signature(s)</b>	
<b>Date</b>	

Please note that you may withdraw this consent at any time by notifying us at our main business address.

## Key terms

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### **Discretionary fund manager (DFM)**

A professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf.

### **Best execution**

Taking all sufficient steps to obtain the best possible result for you when we place investment applications with third parties.

### **Suitability report**

Our written confirmation of the recommendations we make, including any special risks.

### **Retail client**

The client category that gives you the highest level of protection available under the UK's regulatory system.

### **Financial Ombudsman Service (FOS)**

The independent service that settles disputes between financial services firms and their clients.

### **Financial Services Compensation Scheme (FSCS)**

The UK's statutory fund that may pay compensation if an authorised firm cannot meet its obligations.