

Secure Asset Funds Europe Limited

Client Agreement

Introduction

This document forms your Client Agreement with Secure Asset Funds Europe Ltd [“SAFE”] and is designed to come into force upon receipt.

This is an important document, which provides details about our services, the cost of those services and the way in which we will deliver our services to you. Please ensure that you read this document carefully and if you do not understand any point or have any questions in relation to the information contained herein, then please do not hesitate to contact us and seek further explanation.

Our contact details are:

Secure Asset Funds Europe Ltd
16-18 Love Lane
Pinner
Middlesex
HA5 3EF
E-mail: info@safeltd.co.uk
Telephone: 0208 429 5000

Regulation

Secure Asset Funds Europe Ltd is authorised and regulated by the Financial Conduct Authority, our FCA Register number is 518402.

The FCA contact details are 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom.

Our Services

We offer independent financial advice on, and can arrange savings, investment products, portfolios, pensions, mortgages and insurance protection policies. We operate independently and offer our advice based on a comprehensive and fair analysis of the market. We will advise and make a recommendation for you after we have assessed the background to your personal/financial circumstances, including your needs and objectives. 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.

In some situations, we shall only be providing you with information rather than advice – and this will be made clear to you on those occasions. When the Company has arranged any contracts, transactions or investments for which you have given us instructions we will not give you any further advice unless you request it, but will be glad to advise you at any time, should you ask us to do so. We do not however offer advice over the telephone.

If you have any existing portfolios, investments, contracts or financial instruments either purchased on your own account or via any other advisory firm or institution, Secure Asset Funds Europe Ltd [“SAFE”] will be happy, if you expressly ask us in writing to do so, to advise you whether or not you should retain those investments. We charge an hourly fee for this service and our hourly rates may be found on pages 3 & 4 of this document. Otherwise, SAFE will not consider the continuing suitability or give you any advice on the merits of selling or retaining any existing investments, including investments that SAFE previously arranged or that SAFE previously advised you to buy.

Secure Asset Funds Europe Limited

The services SAFE provide for you may, periodically, or on request, include provision of valuations of your investments. In such valuations, SAFE will include the value of the investment based on the best information available to us. The value of some investments which are illiquid or for which there is no ready market may be uncertain. No valuations are guaranteed unless we expressly state they are guaranteed. When SAFE provide a portfolio valuation, SAFE do not consider the suitability of the investments listed in it and you should not infer from the valuation we produce that we are advising you to retain the investments; if you would like advice whether or not to retain the investments listed please ask us.

Details of our mortgage services and how we are paid for these are contained in our separate Mortgage Initial Disclosure Document which will be automatically provided, if applicable, or upon request.

We provide protection products from a range of insurers for critical illness cover, life assurance, permanent health insurance, private medical insurance and death in service cover.

We will obtain sufficient information from you in order to outline your objectives and recommendations and these will be confirmed in writing.

With regard to investments which we have arranged for you, these will not be kept under review, unless this has been agreed in writing with you.

For Non-investment protection contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.

For general insurance contracts we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.

Where we arrange a life policy, pension or investment for you, the provider or custodian will produce documentation as evidence of the transaction. All investments will be registered in your name or for your benefit via a nominee account.

In the case of investments these will be arranged in line with our Order Execution Policy (see Appendix attached).

We will forward to you all documents showing ownership of your investments (if these are sent to our firm by the relevant provider or custodian) as soon as practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you. We cannot retain such title documents for whatever reason including holding them as security or for safekeeping.

Where you require advice with regard to a product we do not offer (such as general insurance, car insurance, buildings & contents insurance etc.) we can provide you with details of brokers who do offer such products but will not under any circumstances remain liable or responsible for any advice they offer you.

Client Categorisation

It is our intention to categorise you as a retail client from outset and provide our services on this basis, as this categorisation offers the highest level of regulatory protection to you.

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Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the Financial Conduct Authority. In addition, we will not have to adhere to all of the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

Communications

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please contact us. If you require communication in a different language, we may decline to act for you.

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

Our Remuneration

Whether you buy a product from us or not, you will pay us an adviser charge for our advice and services. 50% of any fee agreed is payable in upon initial instruction and the remainder is payable upon presentation of our invoice.

We allow 7 days for settlement of our invoice. If you do not settle our invoice, we may take legal action to recover the funds due to us in which case, you will also be responsible for our legal fees.

For late payment of our fees (after 7 days) interest will accrue at a rate of 4% above HSBC standard variable mortgage rate.

If we give you a fee estimate, this is an indication made in good faith. It is not a promise by us to do that work for that fee. We will however tell you as soon as we can if we think our fee will exceed the estimate given to you.

You can pay our adviser charges and our fees either directly or if agreed by us, through a single or regular deduction from a third-party product, platform or contract that we recommend and which allows adviser charges and our fees to be deducted. Not all products have this facility. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. If we accept our adviser charges and our fees are settled via a third-party product, platform or contract, SAFE offer this third-party payment facility at our sole discretion. SAFE or the third-party may withdraw this third-party payment facility at any time. If we, or the third-party, do withdraw this facility, or if this mode of third-party payment is no longer permitted by legislation, you irrevocably confirm that you will personally settle any future adviser charges and fees due to SAFE as they fall due.

The service we provide is described below:

If you contact us and request us to do so, we will review your financial position on an annual basis. We will arrange to meet with you at our offices to discuss our findings.

If you wish to meet at your home or any other place, we will make efforts to do so subject to a charge of £100 per hour to cover our travel time and costs of travel. This is in addition to any other charge agreed.

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We do not accept any responsibility whatsoever for advice given by any other firm of advisers under any circumstances even when you transfer the agency of an existing portfolio, plan, contract or investment to our firm.

Examples of the amounts you might pay

Setting up New ISA – Minimum of £2,250 - 4 hours Adviser Time, $4 \times £375 = £1,500$ and 6 hours Administration Time, $6 \times £125 = £750$

Protection Policy – Minimum of £4,000 - 6 hours Adviser Time, $6 \times £375 = £2,250$ and 14 hours Administration Time, $14 \times £125 = £1,750$

Where the adviser charge is linked to a percentage of your investment the amount we will receive will be dependent on the value of the investment you make. For example if you invest £100,000 with us we will initially receive a maximum of £3,000. If the ongoing service fee is 1% of your investment then we would receive £1,000 each year. Please note that this means if the value of your investment increases the ongoing adviser charge will also increase. (e.g. If your investment value has grown to £120,000, your annual fee will also increase to £1,200)

On-going Service Proposition and Engagement

We recognise that all our clients have different financial needs and objectives and we will tailor your plan to suit your individual circumstances.

In order to clarify the expectations of all parties and to provide transparency of charges we set out below the services we offer and associated costs. Please feel free to contact us if you do not understand, or wish to discuss any aspect of these terms.

The Financial Planning Process

There are four stages to the financial planning process, each of which is separately costed:-

1. Initial consultation
2. Financial Review and Recommendation
3. Investment, Contract, Policy arrangement and Implementation
4. Review – Ongoing care and advice through our ongoing Client Management Service

This section of our Client Agreement confirms the ongoing services we can provide to you and the cost to you for the provision of these services.

Reviews – Ongoing care and advice through our ongoing Client Management Service

Your financial objectives may change over time due to changes in your lifestyle or circumstances. We believe it is essential to ensure that your financial planning continues to meet your lifestyle and future objectives. Our ongoing review and management service offers:

- Reviews at our offices when requested (up to 2 per annum).
- Assessment of your current circumstances and any changes to your plans that are needed as or when we meet.
- Updating of your client records and general correspondence. (Electronic & physical file storage).
- Ongoing support with correspondence and administration issues when requested.

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Our charges are guaranteed not to increase, without giving you prior notice. Should we need to increase our charges, you will be given 1 months' notice and the opportunity to decide whether to continue with the revised level of charges. It should be noted that it is not compulsory for you to sign up to any of our services and we do offer a transactional only service which is charged for on a time costed basis.

Our fees for our ongoing management service as well as the services we provide are set out in the table

Service	
Annual statement of holdings as requested	✓
Access to our support team	✓
On-going access to your adviser	✓
Review of Objectives at our meetings	✓
Review of Risk Profile at our meetings	✓
Review of Asset Allocation (if requested) at our meetings	✓
Review of Tax Changes (if requested) at our meetings	✓
Updates & Valuations when requested (up to 2 per year)	✓
Comprehensive Financial Health Check when requested	✓
Cost based on the total value of your investments	1% per annum + £100pm
Minimum Annual Cost	£1,200

below:

We list here 3 examples of the above charges to help you understand how these would be applied;

Example 1; If your investments are valued at £50,000 the ongoing management fee we would receive is £500. As this is less than the minimum ongoing service fee for this service level we would charge you the balance of £700. The total fee payable would be £1,200 per annum.

Example 2; If your investments are valued at £120,000 the ongoing management fee we would receive is £1,200. As this equals the minimum ongoing service fee for this service level no additional charges would be payable by you for this service. The total fee payable would be £1,200 per annum.

Example 3; If your investments are valued at £250,000 the ongoing management fee we would receive is £2,500. As this exceeds the minimum ongoing service fee for this service level no additional charges would be payable by you for this service. The total fee payable would be £2,500 per annum.

Where the value of your investments rises, then the fees for this service will increase, conversely, if the value of your investments falls, the cost of this service will decrease. In the case of the first example, this may mean that you need to pay us an increased amount.

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You can choose to pay these fees directly or if we agree by deduction from the policy(ies), investments or portfolio you hold. Should you wish to pay directly you can spread the payment over a 12 month period by standing order.

Paying by instalments through your recommended product

If you buy a financial product or arrange a portfolio or financial instrument, you may choose to ask us to have your adviser charge deducted from the product/investment through instalments. Although you personally pay nothing to us up front, that does not mean that our service is free. You still pay us through deductions from the amount you pay and/or invest into the product. These deductions will pay towards settling the adviser charge and will reduce the amount left for investment.

You should note that if you decide to cancel or transfer your product/investment/portfolio before the full adviser charge has been paid to our firm, our fees will remain payable by you.

Commission

We no longer receive commission for most investment business. We may however receive commission for non-investment insurance products such as term assurance, critical illness, private medical insurance and income protection. We will discuss this with you in these circumstances.

Proceeds of Crime Act and Money Laundering

The Money Laundering Regulations 2007 require us to carry out “due diligence” and “on-going monitoring”.

This means that we will need to ask you for evidence in order to satisfy these requirements. If you delay or do not give us the information, we may not be able to undertake your instructions (including but not restricted to investment instructions and switches) which may cause you financial detriment. We will not be liable for any loss, damage or other harm this causes you.

We charge £50 per client in addition to any other fee agreed for the purposes of carrying out the required due diligence and client verification under the Money Laundering Regulations 2007.

Client Money

We do not handle clients’ money and we never own the investments that you buy through us. Therefore, we never accept a cheque made out to us, unless it is in settlement of our own charges, fees, or costs. We do not handle cash.

Conflicts of Interest

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

Complaints

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of our firm to provide a financial service you have paid for and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 0208 429 5000. Please also note that a summary of our procedures for handling complaints is available on request.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

Financial Services Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered by 100% of the first £85,000, so the maximum compensation is £85,000. The advising and arranging of insurance is covered for 90% of the whole claim with no upper limit, this includes long-term insurance (for example life assurance).

For Mortgages

Mortgage advising and arranging is covered up to a maximum limit of £85,000.

Compulsory insurance

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements and the latest maximum limit is available from the FSCS.

Amendments

It may on occasions be necessary to amend our Client Agreement with you. Unless we obtain your consent, we will give you at least fourteen days' notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

This Client Agreement may be terminated at any time without penalty by either party, giving one months' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. A due proportion of any charges for services provided shall be settled to that date.

Legal

Any advice we give you is for your personal and private use only. You must not pass on our advice or report to any other person unless we have agreed in writing that you can. If we agree to this, we will not be responsible or liable to that other person.

It is your responsibility to consider our advice and to make your own decision as to whether you should act on our advice.

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If you do not respond to any correspondence, we will not be obliged to write to you again or to contact you to draw this oversight to your attention.

It is your responsibility to provide complete and accurate information to us and insurers when you affect your policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on application forms, proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by & shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Order Execution Policy

Introduction

FCA rules require us to give you these details on our Order Execution Policy and we shall consider that you have consented to this Policy unless you object.

We will notify you of any material changes to our order execution arrangements or execution policy.

If you provide us with specific instructions regarding an order we will act in accordance with those instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

Our Policy

The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients.

In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests.

In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration;

- Your client categorisation and how this affects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

Where we place your business

The specific providers will always be described in our letters to you. When you complete your application or we receive your instruction to invest this will be considered as express consent to undertake the order.

Orders will be placed with:

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the Financial Conduct Authority
- Outside of a regulated market, such as specialist unregulated investments

Please note that this is not an exhaustive list but comprises those execution venues on which we place significant reliance.

Secure Asset Funds Europe Limited

GDPR - Customer Privacy Notice

Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Personal Data**). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

What do we mean by “Your Personal Data”?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, National Insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your Investment, Pension and/or Protection Policy your Personal Data may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing Investment, Pension and/or Protection Policy products and the terms and conditions relating to these

The basis upon which our Firm will deal with Your Personal Data

When we speak with you about your Investment, Pension and/or Protection Policy requirements we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal data for contractual responsibilities we may owe our regulator The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

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The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance needs, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice/guidance regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "**Criminal Disclosures**"). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to Investment, Pension and/or Protection Policies. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

What happens to Your Personal Data when it is disclosed to us?

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (*email and hard drives*). This information can only be accessed by employees and consultants within our Firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service
- Submit Your Personal Data to Product Providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any Investment, Pension and/or Protection Policy you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware

Secure Asset Funds Europe Limited

Sharing Your Personal Data

From time to time Your Personal Data will be shared with:

- Investment, Pension and/or Protection Policy Providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our Compliance Advisers, Product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case, your Personal Data will only be shared for the purposes set out in this customer privacy notice, i.e. to progress your Investment, Pension and/or Protection Policy enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

Your rights in relation to Your Personal Data

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

Kay Javeri – Director

Telephone Number: 0208 429 5000

Email: iano@safeltd.co.uk

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If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Secure Asset Funds Europe Limited

Declaration

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information.

In addition, I hereby grant Secure Asset Fund Europe Limited full authority to process my personal data for the purpose stated in the Privacy statement above.

Signed : _____ **Date :** _____

Name : _____

Signed : _____ **Date :** _____

Name : _____

Request Actioned (Name): _____ **Date :** _____

Signature : _____