

Client Agreement & Terms of Engagement for Investments & Insurances

Our services

Eversley Estate Planners Ltd is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments and Pensions** - we offer an Independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you.
- **Non-investment protection contracts** - we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.
- **General Insurance Contracts** - we offer General Insurance contracts e.g. Buildings and Contents from a range of insurers.

We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your aims and objectives;
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

Your aims and objectives

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.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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 FSA 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.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, 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;

Our Investment Services and Costs

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

We charge our services by way of a fee. These fees are based on a percentage of the amount you invest.

Initial Consultation

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers the:

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;

We will cover the cost of this service.

Recommendation

- preparation of our recommendations for you;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- arranging a second appointment to explain and discuss our recommendations in detail.

The recommendation fee is £600 and you will be invoiced for this after you have received these recommendations. Should you choose to proceed with our recommendations within 30 days of receiving them, this will be offset against the policy arrangement and implementation charges.

Recommendation Fee

I/we confirm that we would like the adviser to proceed to the recommendation stage and agree to the payment of the fee for this, we understand that we will be invoiced for this when the recommendations are presented to us unless we instruct you to implement any of the recommendations;

Client name/s and signature/s	Date
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Policy Arrangement & Implementation – Lump Sum Investments, Transfers and Regular Premiums

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;

Lump Sum Investments or Transfers - Fees

Our charge for this service is 3% of the amount you invest and/or transfer.

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. Where we receive such a payment we will waive our 'recommendation' fee by the same amount.

Example 1; if we arrange an investment on your behalf for £10,000 our implementation fee would be £300. As this is less than the recommendation fee of £600 we would charge you £300 as the balance.

Example 2; if we arrange investments on your behalf totalling £100,000 our implementation fee would be £3000. As this exceeds the recommendation fee no other charges would be applied.

Regular Premium Savings or Investments - Fees

The minimum regular monthly contribution is £100. Our fee for implementing a regular premium savings or investment plan is 30% of the first year's premium.

You can pay this under either of the two options listed below:

Option 1

You can pay this directly on commencement of the policy. On receipt of this payment we will waive our 'recommendation' fee by the same amount with any balance falling due at the same time.

Example 1; if your monthly contribution is £100 our implementation fee would be £360. As this is less than the 'recommendation' fee of £600, you would need to pay £600.

Example 2; if your monthly contribution is £200 our implementation fee would be £720 which would be payable directly on commencement of the policy. As this exceeds the 'recommendation' fee no other charges would be applied.

Option 2

You can pay the implementation fee through your policy we will waive our 'recommendation' fee by the same amount with any balance due taken from your policy. The payment will be deducted proportionally from each monthly contribution until settled in full.

Example 1; if your monthly contribution is £100 our implementation fee would be £360. As this is less than the 'recommendation' fee of £600, this will be collected by deducting £30 from each monthly contribution until £600 has been collected.

Example 2; if your monthly contribution is £200 our implementation fee would be £720. This will be collected by deducting £60 from each monthly contribution for the first 12 months. As this exceeds the 'recommendation' fee no other charges would be applied.

Should you decide to pay this fee through your policy and payments to the policy subsequently cease, we will calculate the total payments received to date and charge you the balance of the implementation fee.

For example, if you invest £200pm our implementation fee will be £720. We will deduct £60 from each monthly contribution until paid in full. Should payments cease after month 6 (and £360 has been collected) the difference between this and the implementation fee of £720 would be charged i.e. £360.

Implementation and policy arrangement fee

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

By deduction from the policy / By direct payment from ourselves Client name/s and signature/s	Date
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We understand that each client’s circumstances and requirements are unique and on occasions when your requirements are outside of scope for the above we have the following alternative charging methods:

Hourly Fees

Director	£250
Chartered Financial Planner	£200
Senior Consultant	£150
Paraplanner	£100
Administrator	£75

Project Fees

- Summary of assets and circumstances - £375 (maximum of 5 holdings)
- Ad hoc valuation for existing clients - £75
- Inheritance tax planning, review and report- 0.25% of value of estate*
- One off financial planning review - £600 per client
- Investment advice and arrangement – 3% of investment value*
- Pension advice – arrangement and transfer – 3% of pension value*
- Retirement options review and report – 3% of fund value*
- Other projects – agreed on an individual basis
- Writing policies in trust - £250

*subject to a minimum fee of £600

Project or Hourly Fees

I/we agree to the following payment arrangement: **Project Fees, Hourly Fees** (delete as applicable)

Client name/s and signature/s Details	Date
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Ongoing Reviews and Changes to Existing Investment Funds

We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- structured reviews to give you peace of mind;
- an assessment of your circumstances and any changes to your plans that are needed;
- regular updates and information regarding your holdings;
- a choice of differing levels of support depending on your needs;
- ongoing support with correspondence and administration issues.

There are 3 levels of on-going service, determined by the value of your investment. We will agree the level of on-going services at the time of, or prior to, making our recommendation(s) to you. The table below details the benefits available for each level.

	Level 1	Level 2	Level 3
Investment Value	£80,000 +	£40,000 to £79,999	£20,000 to £39,999
Investment Option	Bespoke	Bespoke	Managed
Statement of holdings	Half Yearly	Yearly	Yearly
Professional expertise and governance embedded into our investment processes	√	√	√
Access to our support team via telephone and e-mail	√	√	√
Complementary quarterly bulletins	√	√	√
Regular fund reviews	√	√	
Access to your adviser via telephone and e-mail	√	√	
Annual Face to face meeting	√		
Biennial face to face meeting		√	
Review meetings include:			
Review of objectives	√	√	
Review of risk profile	√	√	
Review of asset allocation	√	√	
Review of fund choices	√	√	
Portfolio rebalancing	√	√	
Review of tax changes	√	√	
Updates and valuations	√	√	
General tax planning	√		
General estate planning	√		
Liaison with your accountant or solicitor (if required)	√		
Subsidised access to Eversley Accountancy Services	√		
Subsidised access to Eversley Legal Services	√		
Subsidised access to Later Life Matters	√		
Minimum Cost	£800	£400	£200
Cost based on the total value of your investments	1.0%	1.0%	1.0%

Our costs are payable monthly and are paid pro-rata in arrears. It should be noted that our ongoing management services are subject to a minimum fee per annum.

Example 1 - If the value of your investments totalled £50,000 our yearly fees would be £500 (£41.67 per month), qualifying you for on-going service level 2.

Example 2 - If your investments totalled £100,000, our yearly fees would be £1,000 (£83.33 per month) and you would qualify for on-going service level 1.

If the fees are taken directly from your investment, the amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

The charges listed above can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

If you wish to pay directly you can spread the payment over a 12 month period, we can arrange for a standing order to be set up on a monthly basis at 1/12 of the fee agreed.

Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

We understand that each client's circumstances and requirements are unique and on occasions when your requirements are outside of scope for the above we have the following alternative charging methods:

Ongoing reviews

I/We understand that I/we will be in service level and are aware of the costs of the ongoing reviews and changes to investment funds and agree to the method and timing of these.

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

By deduction from the policy / By direct payment from ourselves Client name/s and signature/s	Date
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Our Insurance and Protection Services and Costs

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

I/we agree to the above payment arrangement in relation to insurance and protection services;

Client name/s and signature/s Details	Date
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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.

Cancellation rights

In most cases you can exercise a right to cancel by withdrawing from the contract. 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

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.

Client money

Eversley Estate Planners Ltd are 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 handle cash.

Documentation

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 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.

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.

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.

Complaints

If you wish to register a complaint, please write to Eversley Estate Planners Ltd, 19-21 Bull Plain, Herford SG14 1DX or telephone 01992 500800.

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.

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.

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 advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA 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 on 01992 500800 or in writing at 19-21 Bull Plain, Hertford SG14 1DX.

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.

Anti-money laundering

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.

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

Eversley Estate Planners 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.

Declaration and Client consent

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

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

I/We are aware of the costs of the Recommendation(s) and, where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

Client name/s and signature/s	Date
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Adviser Name/Signature	Date
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