

Client Agreement & Terms of Engagement for Investments & Insurances

Authorisation Statement

Eversley Estate Planners Ltd are authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the Financial Services Register by visiting their website www.fca.org.uk/register FCA No. 460399 or by contacting the FCA on 0800 111 6768.

Our services

Eversley Estate Planners Ltd are 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 consider a range of regulated products from the available market that can meet the investment objectives of a retail client but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

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.

- **Non-investment protection contracts** - we provide advice and will make our recommendation after considering a range of insurers for term assurance, income protection, critical illness.
- **General Insurance Contracts** - we offer building and contents, private medical insurance, accident sickness and unemployment from a range of insurers.

We offer you an initial discussion (without charge) which helps us to understand your financial objectives and we will confirm how we can support you in working towards these goals. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

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

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.

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.

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.

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.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

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.

Our Investment Services and Costs

Phase 1 - 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 personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;

We will cover the cost of this service.

Phase 2 – Recommendations

We will carry out a detailed analysis of your current situation and future plans enabling:

- 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.

Phase 3 - Policy Arrangement & Implementation

When 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, the balance of £240 will be payable.

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.

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.

We do not charge a fee for our insurance and protection services as we will receive commission from the policy provider.

Alternatives

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

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*

Review of occupational salary-related pension scheme - £1,200**

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

**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.

Phase 4 – On-going Reviews and Progress Updates

We will discuss the full range of our on-going services during our initial consultation.

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	Up to £39,999
Investment Option	Bespoke	Bespoke	Managed
Statement of holdings	Half Yearly	Yearly	Yearly - from provider
Professional expertise and governance embedded into our investment processes	√	√	√
Access to our support team via telephone and e-mail	√	√	√
Regular fund reviews	√	√	
Access to your adviser via telephone and e-mail	√	√	
Annual face-to-face meeting	√		
Annual meeting (alternating face-to-face and telephone) *		√	
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	Nil
Cost based on the total value of your investments	1.0%	1.0%	1.0%

* The first annual review will be face to face, the following year the review will be by telephone

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.

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. This is subject to the above minimum charges.

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.

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 investments this will typically start when funds are invested and for pure protection policies this 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

In the event of cancellation of a policy, you will still be liable for any outstanding recommendation, arrangement and implementation fees.

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 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. We will issue all communications in English, unless agreed otherwise.

Instructions

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 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;

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. Where this cannot be achieved, we will not conduct the business.

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 at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

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 these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

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.

Recommendation Fee

Tick to confirm

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;

Implementation and policy arrangement fee

Tick to confirm

I/We confirm that we agree to the implementation and policy arrangement fee of £ being paid.
The fees quoted are a guide based on the date this agreement is signed and may fluctuate.

By deduction from the policy / By direct payment from ourselves (delete as applicable)

Insurance and Protection Services

Tick to confirm

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

Hourly Fees or Project Fees

Tick to confirm

I/we agree to the following payment arrangement: **Project Fees, Hourly Fees**

Hourly Fees / Project Fees (delete as applicable)

On-going reviews

Tick to confirm

I/we understand that I/we will be in on-going service level and agree to the fee of approximately £ per month being paid;

By deduction from the policy / By direct payment from ourselves (delete as applicable)

Client Name/s and Signature/s

Date of issue

Adviser Name/Signature

V: Jan/2018