

## Client Agreement – Investment & Protection

We are a financial planning business, focused on helping you understand and plan for your financial future. This information is designed to give you an idea of:

- **What we do and how we do it (our services)**
- **What it's likely to cost and how you can pay us**

More detailed information is available on our website.

This document provides details about our services to you, how we charge and sets out the terms under which we'll provide our service to you, so it's important that you read it fully. If there is something you don't understand, please ask us to explain it.

### 1. Our services

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs.

People seek financial advice for many different reasons so it's important that we understand exactly who you are and what you want to achieve. At our first meeting we'll gather information about you to help define your needs and priorities.

Our services include:

- **Financial planning:** It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.
- **Pre and Post Retirement planning:** It's important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- **Investment planning:** Once we have a full understanding of your investment objectives, attitude towards investment risk, capacity for loss and cash reserve requirements we will then only make specific investment recommendations that we know are suitable for you.
- **Protection planning:** Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.

#### Service descriptions

##### Initial and one-off services

This service includes:

- An initial meeting to find out more about you (we don't charge for this initial meeting)
- Agreeing your financial goals and objectives
- Establishing your attitude to and understanding of risks
- Reviewing your current plans, investment and assets

- Undertaking research to identify appropriate plans and solutions
- Assessing the potential impact of key events on your plans (cash flow modelling)
- Providing a personalised report and recommendations
- A face to face meeting to discuss our recommendations
- Implementation of agreed recommendations

## Referrals to a Discretionary Fund Manager

Where we recommend that some or all of your funds are invested with a Discretionary Fund Manager (DFM) we'll help to manage the relationship between you and the DFM.

This work typically includes:

- Undertaking appropriate due diligence and recommending a DFM service that we believe best meets your needs and objectives
- Attending initial meetings with you and the DFM and ensuring that your relationship with the DFM is established correctly

## One off advice service

We appreciate that sometimes you may just be looking for help in a particular area on a one off /ad hoc basis. For example, you may just want us to review you current pension plan(s) to provide a snapshot of your current retirement provision. You may just want a second opinion on advice provided by a third party. You may be nearing or at retirement and want help considering your retirement options.

This service may be suitable if you're looking for a specific piece of one off advice, limited to a particular area. Our charge will be based on the amount of work required to meet your needs.

We'll only start work once we have agreed our services and charges with you and confirmed how much this will cost.

## 2. Our advice

We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:

• Financial Planning	• Inheritance Tax Planning
• ISAs	• Unit trusts
• Investment bonds	• Open ended investment companies
• Pensions, including Defined Benefit Schemes	• Business Property Relief
• Annuities	• Structured deposits
• Phased retirement & income drawdown	• Investment trusts
• Long term care	• Exchange traded funds
• Whole of Life & Term assurance	• Enterprise investment schemes
• Critical illness cover	• Venture capital trusts
• Income protection	• Structured products

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients

For further details please refer to our website: [www.atawny.co.uk](http://www.atawny.co.uk)

Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

### 3. Our charges

The way we are paid for our services may depend on the type of advice given. Typically this will be:

- **Investment business:** fees agreed and paid by you
- **Insurance business:** fees agreed and paid by you or commission payable by the insurance provider, which is a percentage of the total annual premium

More details on these options and how they are paid is found in the following sections on initial and ongoing charges.

Our charges fall into the following categories:

- Initial charges:** these are the upfront costs of our services. We offer several types of initial service depending on your needs.
- Ongoing charges:** once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work and we'll explain your payment options too. We'll also let you know where any fees are subject to VAT.

#### Initial charges

Our fees are based on the area(s) where advice is required:

Initial Service	Initial Charges
Retirement Planning, including full cash-flow modelling	£500 - £1,800
Investment Planning	£150 - £1,200
Pension Planning	£150 - £1,200
Protection Planning	£300 - £1,200
Estate / Inheritance Tax Planning	£550 - £2,500
Financial Planning	£450 - £1,800

For your protection, if you are dissatisfied with your initial report, we will refund your fee in full.

There may be certain circumstances where an hourly rate fee may be applicable. Due to uncertainty of the length of time the task may take, in these circumstances an hourly rate will be based on the following:

Financial Planner	£120 per hour
Administrator	£70 per hour

We will always confirm any charges for any "ad hoc" work outside the scope of our normal review services.

## Our fees at the implementation stage

If we implement actions involving investment of capital on your behalf, our fees will be based on a % of the amount invested. Often our fees can be deducted from the investment vehicle arranged or alternatively we can issue you with an invoice.

Amount We Invest	Fee Rate
£5,000 - £150,000	3%
£151,001 - £250,000	2.5%
£251,001 - £400,000	2%
£401,001 plus	1.5%

### For example

If you invest a lump sum of £40,000 our Adviser Fee would be 3% which equates to £1,200

### Payment options

Initial charges can be paid in a number of ways:

- Cheque (payable to Aaron Tawny) or by electronic transfer.
- Payment via deductions from the financial product(s) you invest in or (if relevant) deductions from the amount invested with a Discretionary Fund Manager (DFM). Most product providers / DFMs offer this facility but using it will reduce the amount you have left to invest and may, depending on your circumstances, have other consequences (we'll discuss this with you beforehand).
- For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it's important to maintain sufficient funds in the account to cover our charges as they become payable.
- If, as a result of our recommendations, you take out a **regular contribution product** where investments are made on a monthly, quarterly or annual basis, it may be possible to have our initial charges deducted from the product in instalments (where the provider is able to offer this facility). In such cases, our normal approach will be for the payment to be spread over a maximum of 12 months. Here's an example to show how this could work based on a £300 per month policy:
  - The initial charge for our service **£1,200**.
  - The monthly charge over 12 months is **£1,200** divided by 12 = **£100**.
  - Each month you pay your product premium £300 but for the first 12 months your product provider pays us **£100** of that **£300**.
  - For the first 12 months - **£200** is invested / **£100** pays our charge.
- In some limited circumstances (for protection planning only) we may receive commission from a product provider in relation to an insurance product we have arranged for you. The amount of commission is a percentage of the total annual premium and we'll tell you the amount before we carry out business for you.

## Ongoing charges

Our ongoing services are optional. If you agree to purchase an ongoing service, unless otherwise agreed, the service will be provided as a follow up to the initial service.

We charge an annual Investment Administration fee of 0.5% of the value of equity and cash based investments, agreed with you as being within the scope of the advice we deliver. These are

designed to cover the cost for our ongoing advice / review service which includes monitoring tax legislation, forward planning of investments and pensions.

### Accessibility for Clients

Our team is freely accessible within office hours, by telephone or email access, to all clients with investment or insurance arrangements administered by Aaron Tawny. We will be happy to answer any queries regarding existing arrangements and discuss how we can assist clients as new issues arise.

All service levels feature the following standard benefits when face to face reviews take place:

Portfolio valuation statements	File maintenance
Attitude to investment risk reviewed	Capacity for loss reviewed
Review and maintain asset allocation	Revisit goals and objectives
Protection policies reviewed	Claim / Encashment handling
Mortgage check-up	Client newsletter

Experience shows that as the value of a client's assets increase, then so does the need for more frequent review discussions. Our review service levels reflect this approach as follows:

Service Category	Value of assets under Aaron Tawny	Review Meetings* Frequency of face to face
Maintenance	£5,000 - £15,000	4 years
Foundation	£15,001 - £40,000	3 years
Intermediate	£40,001 - £100,000	2 years
Comprehensive	£100,001 - £240,000	12 months
Comprehensive Plus	£240,000 plus	Full review 12 months / Interim review 6 months

\* Additional review meetings can be arranged and we will confirm our charges for these in advance.

Ongoing Service Category	Ongoing Charge
	Our ongoing charge is 0.5% of funds under advice
Comprehensive	For a fund value of £150,000 our annual fee would be £750

### Payment options

Ongoing charges can be paid in a number of ways:

- A regular fee, paid by standing order
- By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider or DFM is able to offer this facility
- For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it's important to maintain sufficient funds in the account to cover our charges as they become payable.

## 4. Other charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

- **Service costs:** If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.
- **Investment costs:** These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.
- We'll always disclose any third party costs as part of making our recommendations.

#### Aggregated costs and charges

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

## 5. Our obligations

### 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 this out in line with the agreed Service Category. 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 investment, 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 a case we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.
- Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

### 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 (e.g. 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'. A copy of our best execution policy is available on request.

### 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 client's 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. A copy of our conflicts of interest policy is available on request.

### Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. 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.

### Recording telephone calls

- To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may record and monitor your telephone communications or conversations with us.
- Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

## 6. Your obligations

This section sets out your obligations in agreeing to receive our services.

### 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.

### Payment for services

- By signing this agreement you are agreeing to pay the charges for our services as set out in section 9 (Services agreed). Your selected payment method is also confirmed in section 9. We'll tell you if any payments are subject to VAT.
- Our **initial** charges are payable once we've completed our agreed work and must be settled within 14 days.

- If you are paying our **initial charges** by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment, or cancel the contract from where the payments are coming from, we will send you an invoice for the remaining payments, which must be settled within 14 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.
- 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 within the first three months of the policy commencing. Our charges are payable within the first three months of the end of the relevant period.
- **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.

## 7. Cancellation and amendments

### Ending this agreement

- You or we 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.

## 8. Useful information about our services

### Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 301672.
- 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.
  - **Telephone:** 01536 512724
  - **Email:** [enquiries@atawny.co.uk](mailto:enquiries@atawny.co.uk)
  - **In writing:** The Compliance Officer, Aaron Tawny, 6 Market Place, Kettering, Northants, NN16 0AL
- 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).
- If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

### Additional peace of mind

- 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 for most types of investment business are covered for up to a maximum of £50,000.
  - Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## 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 (e.g. product providers) as this would conflict with our independent status.
- From time to time we may attend training events funded and / or deliver by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

## 9. Services agreed

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. If you do not understand any point, please ask for further details by contacting us at the details below. This Client Agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

- I/We acknowledge that the Client Agreement will come into effect from the date of issue.
- 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.

## Level of Service &amp; Charges agreed

Initial Service	Tick to confirm	Details of agreed fee (when and how this will be taken, including total amount and monthly amount if appropriate) £ or %	
Financial Planning Report (one off)			
Financial review with a view to you becoming an ongoing client i.e. subscribing to an ongoing service			
One-off transactional advice i.e. where you are not subscribing to an ongoing service.			
Other – specify details of work:			
Advice relating to protection planning		Pay by commission	Y/N
		Agreed fee to be paid directly by you (if applicable)	£
			£

Ongoing Review Service	Tick to confirm	Details of agreed fee (when and how this will be taken, including total amount and monthly amount if appropriate) £ or %	
No review			
Maintenance			
Foundation			
Intermediate			
Comprehensive			
Comprehensive Plus			

<b>Client name(s):</b>	
<b>Client signatures(s):</b>	
<b>Date:</b>	

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Aaron Tawny is Authorised and Regulated by the Financial Conduct Authority.



## Appendix A - Protecting your personal information

- 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.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis 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 us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.
- 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 (e.g. 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 (e.g. telephone/ email /letter etc.).
- 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.
- **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.
- If you are concerned about any aspect of our privacy arrangements please speak to us.

## Consent - Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. 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 Aaron Tawny**

<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.

We may also 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. If you wish to know the names of these third parties please contact us for further information.