

Cambrian

Chartered Financial Planners



Client Agreement



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Cambrian Chartered Financial Planners (a trading name of Cambrian Associates Limited)
is authorised & regulated by the Financial Conduct Authority (FCA 158976)*

Company Registration No. 2493669 England and Wales

1. INTRODUCTION

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

Cambrian Chartered Financial Planners is a financial planning business, focussed on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on investments, non-investment insurance contracts and mortgages. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

This agreement should be read in conjunction with our Service Brochure which sets out full details each of our services and how these are provided.

2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 9 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

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

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold on 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.

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.

In some circumstances we may provide you with a non-advised service where you will **not** receive advice or a recommendation from us. Where this is the case we will provide details of our non advised services and charges separately.

3. COMMENCEMENT

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

4. FINANCIAL PLANNING AND HOW WE CHARGE FOR IT

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be subject to VAT unless the work we provide for you only involves intermediating with the provider of a financial product in which case this service will be VAT exempt. We will always tell you if you have to pay VAT before we undertake any work for you.

Charges for the ongoing service will be liable to VAT (unless the initial service was exempt from VAT) where both the initial and ongoing services are part of the same package.

Financial Planning

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:

Life assurance	Unit trusts
Investment bonds	Open ended investment companies
Pensions	ISAs
Annuities	Structured deposits
Phased retirement & income drawdown	Investment trusts
Long term care	Exchange traded funds
Term assurance	Enterprise investment schemes
Critical illness cover	Venture capital trusts
Income protection	Structured products
	Mortgages and Equity Release

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.

We will not provide advice on or review either existing or deferred Defined Benefit (DB) pension schemes. We reserve the right to decline to provide advice in this area but will take account of the income and death benefits you may be expected to receive when reviewing your pension income in retirement and protection needs.

For further details please refer to our Service Brochure.

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.

Investment Planning

Initial charges

Our initial charges relating to new work such as client take-on, new investments and one-off reviews are as follows:

Initial Service	Initial Charges
Full Financial Review An initial financial review with a view to you becoming an ongoing client.	Our charge is 4% of any funds invested / transferred. Examples of how our charges could apply <ul style="list-style-type: none"> If you invested £50,000, our fee would be 4% of £50,000 = £2,000
Drawdown Advice A recommendation and implementation of advice to place <u>*a plan previously recommended by your adviser</u> in drawdown.	Our charge is 2% of any funds invested / transferred.* Examples of how our charges could apply <ul style="list-style-type: none"> If you invested £50,000, our fee would be 2% of £50,000 = £1,000
One-off advice service Suitable if you just want help on a specific area but don't want a full financial planning review and are not looking for ongoing support afterwards.	Our charge is 4% of any funds invested / transferred. Examples of how our charges could apply <ul style="list-style-type: none"> If you invested £50,000, our fee would be 4% of £50,000 = £2,000

Paying our initial charges

Our charges are payable on completion of our work and must be settled within 28 business days. Payment can be made either by:

1. Cheque or electronic transfer (we do not accept payments by cash).
2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.
3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility) although it's important to maintain sufficient funds in the account to cover our charges as they become payable.

If you select option 2 or 3 we will discuss how it works and the implications of using this payment method with you prior to putting it in place.

Regular Contributions

Where you invest in a regular contribution contract (where contributions are made on a monthly, quarterly or annual basis) you can choose to pay our fee upfront or have our charge deducted from the product in instalments (where the product / platform provider is able to offer this facility) for a maximum of 12 months.

Our overall fee will be based on an hourly rate determined by the qualification level of your adviser:-

- Diploma qualified adviser- £250 per hour
- Chartered adviser - £300 per hour

The exact fee and the details of how payment will be taken will be agreed with you and confirmed in writing.

Paying for our services with a regular payment (e.g. in a pension or life policy)

We may take our initial service charge from the first 12 monthly payments you make to your product. The example below shows how this may work for a £300 per month savings product:

- Your chartered qualified adviser spends four hours preparing and providing their advice to you.
- Total cost of our initial service to set up the product is therefore **£1,200 (4 x £300 per hour = £1,200)**.
- The payment is taken over the initial 12 month period, so we divide the total advice cost by 12. The monthly charge for the first 12 months is therefore **£1,200 divided by 12 = £100**.
- Each month you pay your premium for the product of **£300**. Each month for the first 12 months your product provider pays us **£100** of that £300.
- So, each month for the first 12 months your payments are split as follows - **£200 is invested / £100 pays our initial service charge**.

Where you are paying our charge by instalments, if the regular contributions to your plan are cancelled before the charge has been paid in full we reserve the right to request full payment of any outstanding balance of the charges for our services.

Our ongoing charges

Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed and confirmed with you. The charge for this service will commence alongside the initial charge.

We offer Three levels of ongoing service. Full details of what is included in each of these services are available in our Service Brochure.

Ongoing Service	Ongoing Charges
<u>Platinum Plus;</u> Financial, Retirement and Investment Planning Monthly Review Service. This is our holistic financial planning service	Our annual ongoing charge for this service is 1.20% of funds under management For a fund of £80,000 , our fee would be 1.20% = £960 per annum NB: We would receive 1.04% of the fee and 0.16% would be passed onto our service provider, Clever Adviser, to cover their charge.
<u>Platinum;</u> Financial, Retirement and Investment Planning Service This is our recommended service level for all WRAP clients which includes Quarterly Reviews and ad hoc switching*	Our annual ongoing charge for this service is 1% of funds under management <ul style="list-style-type: none"> • For a fund of £50,000, our fee would be 1% = £500 per annum

Silver; Annual Investment and Retirement Planning Service This is for our clients who only require an Annual review*	Our annual ongoing charge for this service is 0.75% of funds under management <ul style="list-style-type: none"> For a fund of £50,000, our fee would be 0.75% = £375 per annum
Please Note: <ul style="list-style-type: none"> The amount of our annual 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 will discuss and agree this with you where relevant. 	

* See Service Brochure for further details.

Engagement fee

Please note that should we prepare a Financial Planning Report for you and you decide not to proceed with our recommendations, we will charge a £500 engagement fee for the work carried out in preparation of our Financial Planning Report.

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 Discretionary Fund Manager (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.

Paying our ongoing charges

Payment of ongoing charges can be made either by:

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

Ongoing services can be cancelled at any time by simply informing us in writing. You can cancel ongoing services without reason, without penalty and without the need to meet any qualification conditions.

Please note however, that we reserve the right to charge you for services provided prior to cancellation.

Mortgage Advice

Our mortgage services are designed to provide you with the best mortgage solution for your needs.

We advise on mortgages for business and non-business purposes and first charge and second charge loans.

We advise on an unlimited range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender. Our advice will be based on the most suitable mortgage product included within the range available to intermediary firms.

We will confirm to you in writing the basis of our recommendation (our suitability report). We will also provide you with a European Standardised Information Sheet (ESIS) Key Facts Illustration (KFI) which give a description of the costs and features of the mortgage that we are recommending.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property there may be alternative options available to you that may be more appropriate. For example:

- You may be able to obtain a further advance from your existing lender, or obtain an unsecured loan for the additional funds.
- Where your existing mortgage is a first charge against the property, a second charge mortgage may be available.
- Where your existing mortgage is a second charge a first charge loan may be available.
- Unsecured lending
- If you are looking to take out a retirement interest only mortgage, a lifetime mortgage may be available and more appropriate for you.

Our Buy to Let mortgage services are designed to provide you with the best Buy to Let mortgage solution for your needs. We are not limited in the range of consumer and business Buy to Let mortgages we will consider for you.

We are able to advise on both consumer* and business buy-to-let mortgages.

*A situation where you are a landlord as a result of circumstances rather than as a result of an active business intention is likely to be considered a **consumer** buy-to-let mortgage. For example, if you have previously lived in a property but are looking to rent it out because you have been unable to sell it.

Please note that if we provide you with advice on a Business Buy to Let mortgage, that unlike most mortgage advice, the advice given on Business Buy to Let mortgages is not regulated by a regulatory body, such as the Financial Conduct Authority (FCA).

You can pay for our mortgage services by:

1. A fee

2. A combination of fee and procuration fee from the mortgage lender

Paying by Fee

We charge a minimum fee of £500 or 0.85% (whichever is higher), which is broken into two elements, Proc Fee Equivalent (PFE) which is 0.35% and an Adviser Fee of 0.50% of the mortgage loan. There is a maximum Adviser Fee of £999.

Example based on a £50,000 mortgage application
<ul style="list-style-type: none"> • PFE: $£50,000 \times 0.35\% = £175$ • Adviser Fee: $£50,000 \times 0.50\% = £250$. • $£175 + £250 = £425$ • £500 total fee (as subject to minimum)

Example based on a £125,000 mortgage application
<ul style="list-style-type: none"> • PFE: $£125,000 \times 0.35\% = £437.50$ • Adviser Fee: $£125,000 \times 0.50\% = £625$ • $£437.50 + £625$ • £1,062.50 total fee

Example based on a £250,000 mortgage application
<ul style="list-style-type: none"> • PFE: $£250,000 \times 0.35\% = £875$ • Adviser Fee: $£250,000 \times 0.50\% = £1,250$. This is reduced to our maximum of £999. • $£999 + £875 = £1,874$ • £1,874 total fee

We will refund any procuration fee paid to us by the lender to you or offset your fee with the procuration fee we receive.

Paying by a combination of fee and procuration fee (commission) from the mortgage lender

We will receive a procuration fee from the mortgage lender which will typically be about 0.35% of the mortgage loan (it may be higher or lower than this). In addition to this, we will charge an Adviser Fee of 0.50% of the mortgage loan, subject to a minimum of £500 (including the procuration fee and Adviser Fee) and a maximum Adviser Fee of £999.

If we are paid a procuration fee by one or more mortgage lenders, you have the right to request information on the levels of procuration fees we will receive from different lenders in relation to any mortgage product recommended.

Example based on a £50,000 mortgage application
<ul style="list-style-type: none"> • Proc fee: $£50,000 \times 0.35\% = £175$ (payable by lender) • Adviser Fee: $£50,000 \times 0.50\% = £250$. • $£175 + £250 = £425$ • £500 total (as subject to minimum) *£325 is payable by you the client

Example based on a £125,000 mortgage application
<ul style="list-style-type: none"> • Proc fee: $£125,000 \times 0.35\% = £437.50$ (payable by lender) • Adviser Fee: $£125,000 \times 0.50\% = £625$ • $£437.50 + £625$ • £1,062.50 total *£625 payable by you the client

Example based on a £250,000 mortgage application

- Proc fee: £250,000 x 0.35% = £875
- Adviser Fee: £250,000 x 0.50% = £1,250. This is reduced to our maximum of £999.
- £999 + £875 = £1,874
- **£1,874 total** *£999 payable by you the client

You will receive a European Standardised Information Sheet (ESIS) Key Facts Illustration (KFI) when considering a particular mortgage which will tell you about any fees relating to it.

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund is the application is cancelled through no fault of your own, for example if the property seller pulls out of the sale.
- We reserve the right to refuse a refund of your fee if we have carried out credit searches/research/product options and sourced a suitable mortgage provider.

Equity Release Advice

Equity release is a way of releasing the wealth tied up in your property. With an equity release scheme you have to be over a certain age (typically over 55) and own your own home. There are two main types of equity release plans on the market – Lifetime Mortgages and Home Reversion Plans. Where you are eligible for equity release we advise on equity release products. This means we will advise and make a recommendation after we have assessed your needs.

We offer advice on Lifetime Mortgage Products from the whole market but we do not advise on Home Reversion Plans.

You can pay for our lifetime mortgage services by:

1. A fee
2. A combination of fee and procurement fee from the lifetime mortgage provider

Paying by Fee

We charge a fee of £500 when you apply for a lifetime mortgage product. We may receive a procurement fee from the lifetime mortgage lender in addition to the fee charged to you which will be disclosed on the European Standardised Information Sheet (ESIS) Key Facts Illustration (KFI) you will receive relating to your chosen product. We will refund any fees paid to us by the lender to you.

Paying by a combination of fee and procurement fee from the lifetime mortgage provider

Our minimum charge for our lifetime mortgage services is £500 payable when you apply for a mortgage. We will receive a procurement fee from the lifetime mortgage provider. If the procurement fee we earn from the lender covers the cost of our fee, no additional fee will be charged to you, however if the procurement fee is less than £500, we will charge you a fee to make up the difference.

Example based on a £50,000 lifetime mortgage application

- Procurement fee = £400
- £500 (our minimum fee) - £400 = £100
- **£100 is charged directly to you**

You will receive a European Standardised Information Sheet (ESIS) Key Facts Illustration (KFI) when considering a particular lifetime mortgage product which will tell you about any fees relating to it.

If we charge you a fee, and your equity release does not go ahead, you will receive:

- A full refund if we have not carried out any research/processing on your behalf.
- No refund if we have carried out credit searches, research and sourced a suitable mortgage provider

Please note there may be instances when there are additional taxes, costs and charges arising as a result of your transaction that are neither paid via our firm nor imposed by it.

Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We are an insurance intermediary and advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers based on a fair and personal analysis of the market.

You can pay for our advised protection services by:

1. A fee
2. Commission (where this is available)

Paying by fee

Our fee will be based on an hourly rate basis.

Any commission we receive from the product provider can be used to offset this fee. Any surplus will be refunded to you. We will always present you with a personalised quote before undertaking any work that might be charged for. The following example shows what our typical costs would be:

Average charge to a new client requiring family protection against death and critical illness based on £100,000 of cover (25 year term)			
Back Office Staff	4-6 hours at £150 per hour = £600 to £900	7 x £250 adviser charge and 6 x £150 back office staff charge = £2,650	
Adviser*	5-7 hours at £250 per hour = £1,250 to £1,750		
**The hourly fee for a Chartered Financial Planner is £300			

Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the

suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

Ad Hoc Miscellaneous Work

We are able to undertake work on an Ad Hoc basis should you require it. Such work for instance, may include an analysis of your estate for IHT.

We charge at an hourly rate for this type of work and our fees are as follows:-

Back Office Staff	£150 per hour
Adviser	£250 per hour if Diploma qualified £300 per hour if the adviser is Chartered
Example for a chartered Financial Planner	7 hours x £300 = £2,100 5 hours x £150 = £750 Total charge would be £2,850

If we charge on this basis you will be provided with an invoice showing the breakdown of the charge, a letter and information pertaining to the work undertaken.

5. OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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'.

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

Anti-money laundering

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.

Conflict of interests

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.

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

Communicating with you

We may communicate with you by telephone, post, electronically or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

Recording Communications

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may 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. CANCELLATION

Termination of this Agreement

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

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

Product cancellation rights

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 the conclusion of any contract.

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, protection, payment protection or pension policy and a **14-day cancellation** period for all other policies.

Please note; There is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided 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.

7. HOW YOU ARE PROTECTED

Cambrian Chartered Financial Planners (a trading name of Cambrian Associates Limited) is authorised & regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London E20 1JN.

Our firm reference number is **158976**. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website register.fca.org.uk/ or by contacting the FCA on 0800 111 6768.

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.

Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In writing: Complaints Officer, Cambrian Chartered Financial Planners, Cambrian House, St. David's Park, Hawarden, CH5 3XA

By phone: +44 (0) 1244 539595

By e-mail: info@cambifa.co.uk

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

Where you take out a **Consumer** buy-to-let mortgage, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). If you cannot settle a complaint with us about a **Business** buy-to-let mortgage, you will not be entitled to refer it to the Financial Ombudsman Service.

The FOS settles disputes between financial services businesses and their clients. Full details are available at www.financial-ombudsman.org.uk.

If your complaint relates to products or services purchased online, or by other electronic means such as email, you may refer your complaint to the online dispute resolution platform at <http://ec.europa.eu/odr>.

Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme ('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.

Home finance (e.g. mortgage advice and arranging): £85,000 per person per firm (for claims against firms declared in default from 1 April 2019)

Buy to Let mortgages are **not** covered by the FSCS.

Long-term insurance (e.g. investment bonds and whole of life contracts): benefits are protected 100%

Pensions: benefits are protected 100%

Self-invested Personal Pensions: £85,000 per person per firm
(for claims against firms declared in default from 1 April 2019)

Non-investment Insurance (e.g. long-term care insurance, pure protection, claims under compulsory insurance, professional insurance and certain claims for injury, sickness or infirmity): benefits are protected 100%

All other kinds of insurance: 90% of all other claims are protected with no upper limited

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at <https://www.fscs.org.uk/what-we-cover/compensation-limits/>

Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

8. GENERAL

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

If we categorise you as a professional client or eligible counterparty you have the right to request a classification offering higher protection.

Client categorisation

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.

Insistent Clients

Our advice process results in a written recommendation which we believe would be the best course of action for our you. Where you do not agree with the recommendation and want to take a different course of action, you would be considered insistent. It is our company policy to decline insistent client transactions and therefore we would refuse to carry out the instruction.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Direct mortgage deals

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to "intermediary" firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

Reliability of Information

Our advice will be based on the information that you give so it is 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.

Unsolicited promotions

We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

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 payment 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 delivered 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. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

Investment related

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.

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.

Investment Performance & Risks

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

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report and/or the relevant product literature provided. 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, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments. If we recommend the use of a DFM this will be based on factors within your individual circumstances.

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

We use two DFMs and their charges are 0.33% (Vestra) and 0.36% (Bordier).

We also use Model Portfolio Services, full details of which will be provided to and agreed with you before the conclusion of any contract.

Insurance related

Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

Important Notes

Please note that where percentage based charging applies to an investment which is being transferred and/or surrendered from existing funds, the monetary value is subject to change and will be based on the actual transfer/surrender value of the investment.

For example, where a recommendation to transfer an investment valued at £100,000 has been made, our standard initial charge would be 4% i.e. £4,000. If the transfer/surrender value subsequently increased to £105,000 our fee would be based upon the value at the transfer/surrender date i.e. £4,200. Conversely should the transfer value decrease to £95,000, our fee would be £3,800.

Commission amounts from protection providers and mortgage procurement fees may also be subject to change should the terms of the contract recommended alter in any way e.g. if the monthly premium increases during underwriting or if the mortgage loan increases.

Services offered as part of a package

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

9. Consent

This is our standard client agreement upon which we intend to rely. This agreement sets out the terms under which we will provide our services for you so it's important that you read it fully. If there is anything you don't understand please ask us to explain.

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 once it has been signed by all parties and will remain in force until terminated.

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 and in meeting our obligations to preventing money laundering or terrorist financing. 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.

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 Cambrian Chartered Financial Planners

Client name(s):		
Client signature(s):		
Date:		

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.

Marketing

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

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

Email ☐ Telephone ☐ Text message ☐ Post ☐

Client name(s):		
Client signature(s):		
Date:		

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

Fees - Services & 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) % and £	
Financial Review (Investments & Pensions)			
One-off advice service (Mortgage & Protection)			
Advice relating to protection planning		Pay by commission	Y / N £
		Agreed fee to be paid directly by you	£
Advice relating to equity release		Pay by procurement fee	Y / N £
		Agreed fee to be paid directly by you	£
Advice relating to regulated mortgages / buy to let mortgages		Procurement fee from lender	Y / N £
		Agreed fee to be paid directly by you	£
		Do you wish to add this fee to the loan? *	Y / N

* By signing this Agreement you are confirming that you understand that by adding the advice fee to your mortgage loan, you will pay interest on the advice fee over the mortgage term, which will increase your overall borrowing costs.

Ongoing Services	Tick to confirm	Details of agreed fee (when and how this will be taken, including total amount and monthly amount if appropriate) % and £
PlatinumPlus Financial, Retirement and Investment Planning Service		
Platinum Financial, Retirement and Investment Planning Service		
Silver Annual Investment and Retirement Planning Service		

Consent

Date of issue		
Client name(s):		
Client Signature(s):		
Date:		