

## Client Agreement (Incorporating Key Facts about our services and the cost of our services) - April 2011

We, Charles Wilkinson Financial Planning Ltd (Registered number 5488200 England and Wales) aim to offer our clients quality financial planning and a personal service. This document sets out the basis on which we will provide that service to you. The provisions of this Client Agreement will take effect immediately from the moment that we receive the acknowledgement signed by you. In this document, “we”, “us”, “our” and the “firm” refer to Charles Wilkinson Financial Planning Ltd.

### 1. Our Status

We are authorised and regulated by the Financial Services Authority as Independent Financial Advisers. Our registration number is 439740. You can check this on the FSA’s register by visiting the FSA’s website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. We are licensed under the Consumer Credit Act 1974 as a credit brokerage and for debt counselling services. Debt counselling is not and credit brokerage will often not be regulated by the Financial Services Authority.

We abide by and support the code of ethics which apply to members of the Chartered Insurance Institute; The Personal Finance Society, The Institute of Financial Planning and the Society of Trusts and Estate Practitioners. Copies of these codes can be provided on request or viewed on the websites of these organisations. You will find links to these professional bodies on our website.

We are members of Symponia an affinity group of financial advisers specialising in the financial needs of elderly clients. We adhere to their customer charter a copy of which will be provided on request or can be viewed on our website.

### 2. Our services

#### Whose products do we offer?

##### Investment

We offer products from the whole market.

We will advise and make a recommendation for you after we have assessed your needs.

##### Insurance

We offer products from a range of insurers for life insurance, disability insurance, critical illness, private medical, accident sickness and unemployment insurance.

We only offer products from a limited number of insurers for non-investment and general insurance e.g. household, motor and travel insurance.

We will advise and make a recommendation for you after we have assessed your needs for non-investment products and other general insurance.

##### Mortgages

We offer mortgages from the whole market.

We will advise and make a recommendation for you after we have assessed your needs.

##### Lifetime mortgages and home reversion schemes

We offer mortgages from the whole market.

We will advise and make a recommendation for you after we have assessed your needs.



We provide financial planning and arrange financial and insurance products including but not limited to accident, sickness and unemployment cover: annuities, critical illness insurance, disability insurance, household insurance, immediate care plans, investments, life assurance, pensions, private medical insurance, savings accounts and mortgage products, including lifetime mortgages and home reversion plans.

We may also arrange these types of financial products if you ask us to do this, without us giving you any advice on the subject.

In respect of general insurance which includes but is not limited to household; motor and travel insurance we offer products from a limited range of providers.

In general, we offer advice on packaged products rather than individual stocks, shares, bonds and the like.

We provide a service to prepare wills, lasting powers of attorney and cohabitation agreements. This service is provided in conjunction with third parties and a separate client agreement letter will be provided if you require this service.

As part of the service we provide you with, we will inform you of the general tax issues applicable. However, we do not offer specific tax advice. If you require specific tax advice then you should consult an accountant or other qualified adviser.

Where we offer advice to employers providing group personal pensions, we do not advise the employees affected in relation to their own affairs unless and until they enter into a specific agreement with us for the provision of that advice.

### **3. Our commitment to you**

We provide financial planning and arrange financial and insurance products for our clients. To help you achieve your objectives we provide a comprehensive financial planning service.

Our key commitments are:

- To assess your financial needs and requirements
- To explain clearly how to meet those needs and requirements
- To provide illustrations of the conditions, cost and terms of suitable products
- To assist you in arranging suitable plans and policies
- To advise on and assist you in making claims under your policies
- To apply the highest standard of professional integrity in all our dealings with you
- To ensure we comply with the rules and regulations and to apply “best practice”

The financial planning process we follow is:

- Establish your goals and objectives and show how we can work to assist you in achieving these
- Gather data about your existing arrangements
- Analyse and evaluate your current status
- Develop and present recommendations including alternatives where appropriate
- Help you implement the recommendations
- If required and agreed by you to provide regular reviews of your arrangements and plans

All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved we will await arrival of all of them before sending them to you, which will be no later than 28 days after receipt of the first contract note. Where a policy for a pure protection or private medical insurance contract is received, this will be sent to you within a reasonable time of receipt, assuming that we received them on a working day.

We will keep your business confidential. Personal information provided may be maintained on computer records. It will not be disclosed without your permission to anyone else except to

- 1) other individuals and businesses within our group,
- 2) those to whom we outsource work, our compliance advisers and their employees and representatives,
- 3) our auditors,
- 4) any product provider, in relation to our work in arranging and providing services to you in connection with any product or mortgage of that provider,
- 5) third parties (such as banks, solicitors, accountants, potential insurers or lenders and the like) to whom we need to disclose information in order to advise you on, arrange and service your insurance, investments or mortgages and
- 6) any organisation entitled to access to such information for legal or regulatory purposes.

Where we are originally instructed by a couple who do not indicate any desire to keep information about each other's affairs from the other, we will continue to work in that way unless informed otherwise.

We are registered under the Data Protection Act 1998 and will ensure that in providing products and services to you we will process your personal data fairly.

In the extremely rare case, where a conflict arises between you and another of our clients, we may, because in practice we have to, indicate to another client that we have a client relationship with you. Such disclosures will be kept to the absolute minimum.

We will endeavour to deal with your correspondence and queries promptly. Our registered address, and the address from where we will provide our services to you is 118 Fishergate, York YO10 4BB. Our office hours are Monday to Friday 9:00am to 5:00pm Friday 9:00am to 2:30pm. In the event that lines are busy then an answering service is utilised and a voicemail service is available out of business hours. However, we cannot take instructions using the answer machine. Nor do we monitor it out of office hours. Telephone conversations may be recorded at our discretion.

We do not offer an ongoing advice or review service unless we specifically agree to provide this service to you. On every occasion on which you seek advice from us that is not covered by a specific agreement to provide any ongoing service, we reserve the right to decline to assist you. In particular, unless agreed, we will not track your investments or carry out a review of any of the investments that you have already taken out or that we have already arranged on your behalf except as part of the process of giving advice to you when you request this.

At this stage, before we have completed the necessary fact-finding about your circumstances, we are unable to list your investment objectives. These will appear in a future suitability letter or similar document. At this stage, there are no restrictions on the types of designated investments in which you may wish to invest or markets on which you wish transactions to be executed although you may indicate them later to us, preferably in writing.

We may contact you at appropriate regular intervals by telephone or other means of communication to suggest a review of any aspect of your financial position. If we do ring you, this will be between the hours of 9am and 7pm unless you indicate otherwise. If we become aware of particular developments that could be of interest to you in this area, we may contact you by telephone or other means of communication within the same limits.

We do not act as principals in transactions with you. We do not undertake stock lending. We do not undertake to provide best execution of transactions, something which will rarely be relevant to anything we do for you.

#### **4. What you will have to pay us**

##### **Fees generally**

We cover the costs of your initial consultation when we will describe our service and give you guidance on how that service can meet your needs, objectives and requirements.

We may agree a fixed charge for a specific task or activity. Half the fee is payable at commencement of the work with the balance payable on completion of the work. Otherwise we charge either £140 an hour (our standard rate) plus our reasonable disbursements or we will

receive the commission paid to us by any provider of a product that you take out as a result of our work. If we increase the rate of our standard charges, we will tell you before doing any work charged at the new rates so as to enable you to cancel this agreement.

We will apply our standard charges where extra work has become necessary due to administration problems with any provider or other third party.

We may charge you a fixed amount or our standard fee rate for administration, research and other work in connection with non-investment insurance and mortgages in addition to payment by commission, procurator fees (for mortgages) and, in certain circumstances set out below, in excess of the standard charge. In that case, we will provide you with a fee quotation and you will have to confirm your agreement to this before we can start the work.

For mortgages, excluding lifetime mortgages and home reversion schemes, we charge you an administration and research fee of £140 payable at the outset. Any procurator fee paid by product providers will be kept by us. Alternatively, we will charge you our standard fee rate of £140 an hour and will pay any procurator fee to you. We may need to charge you an administration and execution fee payable at the outset. If this is necessary we will provide a fee quotation and will require you to confirm your acceptance before any work is undertaken.

For lifetime mortgages and home reversion schemes, we charge you an administration and research fee of £280 payable at the outset. Any procurator fee paid by product providers will be kept by us. Alternatively, we will charge you our standard rate plus £140 an hour and will pay any procurator fee to you. We will charge you a fee to obtain an independent review of the effect of equity release on your entitlement to State means tested benefits. We will confirm the fee amount to you before obtaining the report

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

- A full refund less £140 if the mortgage provider rejects your application
- No refund if the application falls through or you decide not to proceed

Otherwise, the providers may charge application, completion and valuation fees; the key facts illustration we provide will show whether any of these fees are refunded.

We only accept payment of fees by cash, cheque, bankers draft or directly by BACS transfer to the account of Charles Wilkinson Financial Planning Ltd at Lloyds Banking Group PLC sort code 30-99-99 account number 02581418

### **Standard charges for fee-based work**

The work for which a charge will be made in the event of a specific or standard rate fee being agreed includes time spent in meetings with you or your representatives, time spent traveling to or from meetings, telephone calls and correspondence with you and third parties on your behalf, reporting to you and dealing with the administration of your affairs. Charges will be levied for all work carried out on your behalf, irrespective of whether you act on any advice offered and subsequently request that we arrange a contract or investment on your behalf.

Bills will be sent to you periodically once any of the relevant work has been done and are payable within 14 days of issue. After that time, sums due will carry interest at 8% per annum. Payment is to be made by sending a cheque to our offices or making a BACS transfer unless another means of payment is subsequently agreed between us.

Unless otherwise requested by you, we will, where possible, instruct the company concerned that any pension or investment contract we arrange on your behalf should be issued without commission payable with the value of your contract or investment being enhanced to the maximum degree possible under that company's procedures and rules.

After the receipt of the contract documentation, our standard charges will apply to any further work required during the lifetime of that contract. These charges will apply separately to each application received and will also apply to increment applications to existing contracts.

If you and we specifically agree or in circumstances where the company concerned is unable to reduce its normal commission payment on a pension or investment contract, commission can be

paid to this firm and used to offset our fees. In these circumstances, any commission payment received by us will be credited against fees accrued at the date of receipt and any balance owing will remain chargeable. If the credit is greater than fees accrued at the date of receipt then the balance will remain as a credit against future chargeable amounts. All commission payments will be and remain at all times our property.

We reserve the right not to credit against your account, sums of trail commission that the regulator regards as trivial. Subject to further regulatory guidance, we will regard that as being a maximum of £25 a year per client.

#### **Where payment is predominantly by commission**

Where we offer and you elect to pay by commission, we will retain the maximum commission payable unless we agree otherwise. Any such commission receipt will not be allowable as a credit against other work. We may agree in advance to levy an additional charge for arranging products should the level of commission be insufficient to cover costs incurred and will inform you in advance if this is likely to be the case.

We will apply our standard charges to any additional advice or work you may request in connection with such contracts, such as establishing trust arrangements, dealing with policy alterations and administration of any claims that may arise. If you cancel a policy beyond the time period laid down by law or regulations for this purpose but within the period for which the product provider may clawback commission from us with respect to the policy, we reserve the right to charge you our standard charges, set out above, for the work that we have done in connection with the policy.

#### **Forms of commission generally**

Generally, we have little or no control about the form of any commission payable. Typically, it may be initial or indemnity commission. This is paid when the contract comes into force but may be repayable by us to the provider (“clawed back”) if the contract does not remain in force for a certain length of time. Equally, we may receive “trail commission” to which we sometimes cannot give up the right and which we consequently may not be able to have put into your policy, plan or investment in the situation where we are charging fees. This is typically paid each year that the contract remains in force. Even where we are no longer the servicing financial adviser or broker under the contract, we reserve the right to retain the trail commission if the provider of the product chooses to pay this money to us. It will then be subject to the terms set out above about offsetting commission against fees where this is applicable.

### **5. Complaints**

You can complain to us orally or in writing by contacting Stephen Wilkinson, Charles Wilkinson Financial Planning Ltd, 118 Fishergate, York, YO10 4BB Tel 01904 631839/656104 Fax 01904 640388 e-mail [cwfpltd@msn.com](mailto:cwfpltd@msn.com).

If, after we have reviewed your complaint, you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service. Copies of our complaints procedures are available on request.

### **6. Compensation and Law**

If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of investment business and the circumstances of the claim.

Most types of investment business are covered for 100% of the first £50,000 per individual. Cash deposit taking firms are covered for 100% of the first £85,000 per individual. Pure protection and most insurance contracts are covered for 90% of the value of the claim without upper limit. Mortgage advising and arranging is covered for 100% of the first £50,000 per individual. Home reversion schemes are not covered by the Financial Services Compensation Scheme if recommended before 6<sup>th</sup> April 2007.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme Tel 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

English law will be the basis of this contract and the language according to which this contract will be interpreted, and in which all communications will be conducted, will be English. Except to the extent indicated above, notably as regards the Financial Ombudsman Service, all disputes arising out of or relating to this contract shall be resolved by the Courts of England and Wales.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Business.

## **7. Termination**

Either party may terminate this contract at any time by communicating this in writing to the other party. Any rights accumulated prior to this termination, to remuneration or compensation will remain in place in that event. On termination, we will send you an invoice for any outstanding fees. If your fee account is in credit at the time of termination due to eligible commission receipts then we will pay the credit balance to you after deduction of our standard charges with respect to any final administrative or other work required to complete the termination of this agreement.

If, at the moment of termination, we have previously been instructed to deal with a transaction from which under this agreement, we would have earned commission, we can complete the transaction if you would like that. Alternatively, we will send you an invoice within a reasonable time for the work that we have done on the transaction(s), the fee rate being the one either given in this agreement or specifically agreed between us. If you have not told us within 14 days of the termination of the agreement, whether you wish us to continue with the transaction, we will assume that you do not want us to do so.

If you enter into an agreement for our services at your home, your business premises or at a location away from our business premises of 118 Fishergate, York YO10 4BB, you are entitled to terminate the agreement within 7 days starting with the date of receipt of this notice of cancellation. These rights are granted under the Doorstep Selling regulations. If you wish to cancel this agreement for service under those regulations you must do so in writing and deliver personally or send it (which may be by way of electronic mail) to us.

This clause does not prejudice your rights under the Distance Selling Regulations

## **8. Money laundering**

Like most financial services firms, we are normally required by law to obtain formal evidence of your identity before we can conduct any business on your behalf. This is required even if you are known personally to a member of staff. Normally the type of evidence we will require is sight of your passport and driving license to confirm your name and two or more other documents to confirm your address, such as a recent bank statement or utility bill. Original documents will be required and copies will be taken and the documents returned to you. Documents sent or returned by post are sent at your own risk. If the required verification is not forthcoming within a reasonable period we may not be able to arrange any investments for you.

## **9. Managing conflicts of interest**

In the event of a conflict of interest between you and another of our clients, we reserve the right to terminate this agreement on indicating that such a conflict has arisen. In deciding which client to retain, we will normally keep the customer with whom we have had the longest relationship although again we reserve the right to reach a different decision based on other factors.

## **10. Client money**

We are not authorised to handle client money. We cannot accept cash or cheques payable to ourselves other than for fees, as described in 4 above, or insurance premiums. Any commission payments we receive become our property on receipt. Where we use commission to offset our fees, this continues to be the case with your obligation to pay fees just being reduced accordingly. Any insurance premiums paid to us will be received by us as agents of the insurer concerned.

**11. Notice of the Right to cancel this contract**

You have a right to cancel this contract for service. This right can be exercised by delivering or sending (including by electronic mail) written notification to Stephen Wilkinson at Charles Wilkinson Financial Planning Ltd, 118 Fishergate, York YO10 4BB, email [cwfpltd@msn.com](mailto:cwfpltd@msn.com).

The notice to cancel is deemed to be effective from the date of posting or in the case of electronic mail from the day it was sent.

You will be required to pay for the products and service provided up the date of receipt of the cancellation notice.

**Please sign the enclosed extra copy of these terms and return it to us as soon as possible.**

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For and on behalf of Charles Wilkinson Financial Planning Ltd

Dated.....

I /we confirm my/our acceptance of the above Client Agreement

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Full name (please print)

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Full name (please print)