



## Client ageement

Expert Pensions Advice LLP is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 746548. Registered in Northern Ireland as a Limited Liability Partnership. Registration Number NC1204. Registered Address: Studio 3, Strand Studios, 150 Holywood Road, Belfast, BT4 1NY. Trading address: The Old Police Station, 58 East Main Street, Blackburn, Bathgate, West Lothian, EH47 7QS.

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## 1. Our obligations

### Our recommendations

- Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not 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 will carry out a suitability assessment so that we are able to act in your best interests.
- We will 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 have 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 will carry out this review at least annually. To do this we will need to contact you to assess whether the information we hold about you remains accurate and up to date. We will 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 investments, 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 cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.
- 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 will not 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 will explain the implications to you.

### 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 will 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 will 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.

### Conflicts of interest

- Although we will 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 will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will 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

- 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 misunderstanding

## 2. 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 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.

### Payment for services

- By signing this agreement, you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.
- Our initial charges are payable once we have completed our agreed work and must be settled within 14 business days.
- If you are paying our initial charges by instalment (only applies when you have taken out a regular contribution contract) it is 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 a separate invoice for the missed payment/s

- 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 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 monthly if taken as a % of funds under management. Our charges are payable within 14 business days 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 considered when determining the charges for ongoing services. We will 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 discussions with us, to a solicitor or accountant

### 3. 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 is not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 14 business days.

#### 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.

### 4. Useful information about our services

#### Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London E20 1JN [www.fca.org.uk](http://www.fca.org.uk) Our firm reference number is 746548.
- 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

<http://www.fca.org.uk/firms/systems-reporting/register> or by contacting the FCA on 0800 111 6768.

- Unless we tell you otherwise, we will 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 will do our best to resolve your concerns.

**Telephone:** 01506 632929

**Email:** [office@expertpensionsadvice.com](mailto:office@expertpensionsadvice.com)

**In writing:** Expert Pensions Advice LLP, 58 E Main St, Blackburn, Bathgate EH47 7QS

- 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)
- You may be able to claim compensation from the FSCS if we cannot 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 most 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 delivered by product providers, fund managers and investment platforms. These events are designed to enhance
- our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.



## 5. Services agreed

We are a financial planning business, focused on helping you understand and plan for your financial future. This information

Initial service	Tick to confirm	Details of agreed fee
Financial / Investment / Retirement Planning.		<ul style="list-style-type: none"> <li>• Total Charge £</li> <li>• Fixed Fee of £2,000</li> <li>• Implementation fee of % of the amount invested</li> <li>• How are fees being paid – Directly by client Via Provider</li> </ul>
Defined Benefit Abridged Advice		<ul style="list-style-type: none"> <li>• £1500</li> <li>• Paid – Directly by client in advance of receiving abridged advice</li> </ul>

<p>UK Defined Benefit Full Advice</p>		<ul style="list-style-type: none"> <li>• Minimum charge of £8,500 to a maximum of 1.5 % of the amount under consideration for transfer subject</li> <li>• This charge is not contingent on a recommendation to transfer and as such will apply if the recommendation is not to transfer</li> <li>• If the recommendation is a transfer then fees can be paid – Directly by client via Provider</li> <li>• If the recommendation is not to transfer then the fee must be paid – Directly by client.</li> <li>• £_____</li> </ul>
<p>Cross Jurisdictional Defined Benefit Full Advice</p>		<ul style="list-style-type: none"> <li>• 2 % of the amount under consideration for transfer subject to a minimum charge of £8,500</li> <li>• This charge is not contingent on a recommendation to transfer and as such will apply if the recommendation is not to transfer</li> <li>• If the recommendation is a transfer then fees can be paid – Directly by client Via Provider</li> <li>• If the recommendation is not to transfer then the fee must be paid – Directly by client.</li> <li>• £_____</li> </ul>

Ongoing service	Tick to confirm	Details of agreed fee
Wealth Management Service		<ul style="list-style-type: none"> <li>• _____ of funds invested</li> <li>• £_____ per month</li> <li>• £_____ per annum</li> <li>• How are fees being paid – Directly by client via Provider</li> </ul>

## 6. Declaration

- 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.
- This agreement is governed and shall be interpreted in accordance with Scottish law and both parties shall submit to the exclusive jurisdiction of the Scottish Courts.

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

Signed on behalf of Expert Pensions Advice LLP

Advisor name:	
Advisor signature:	
Date:	