



BALENS FINANCIAL LTD

Private Client Agreement



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BALENS FINANCIAL LTD

Retail Client Agreement for Investments, Insurance & Mortgage Services

This document must be read in conjunction with our Ongoing Service Agreement

INTRODUCTION

The purpose of this agreement is to set out the basis on which we will act for you and to clarify our respective responsibilities. As it sets out the detailed terms of a contract between us, please do not hesitate to contact us if anything is unclear, or you would like further explanation of any of the terms used.

You will be asked to sign to confirm you have read and understood the contents of this agreement and to agree they accurately reflect the general services that you have instructed us to provide.

Regulatory Obligations

Balens Financial Ltd is an Appointed Representative of Go IFA Ltd who are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 630456.

Go IFA's Financial Services Register number is 530741

Our permitted business is advising on and arranging investments, insurance contracts and regulated mortgage products.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

We will observe and act in accordance with the principles, rules and guidelines of the FCA. We accept instructions to act for you on this basis.

Unless we notify you in writing to the contrary, we will treat you as a retail client, which means you will receive the highest level of protection afforded by the UK regulatory system.

You should note that certain financial products and services are not regulated by the FCA, which means clients purchasing them may not be entitled to the protection of the UK regulatory system. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.



Our Products and Services

Balens Financial Ltd are independent financial advisers. We provide financial planning advice on investments, pensions, life assurance, mortgages and tax issues. We base our advice on a comprehensive and fair analysis of the relevant markets; we are totally unbiased and unrestricted.

Investment & Pensions

Independent advice – we will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the whole market.

Insurance

We offer products from a range of insurers for:

- Critical Illness Insurance.
- Income Protection Insurance.
- Mortgage Protection Assurance.
- Private Medical Insurance.
- Term Assurance.

We will advise and make a recommendation for you after we have assessed your needs for the insurance products listed above.

Home Finance Products

We offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

We will advise and make a recommendation for you on mortgages once we have assessed your needs.

Product Provider and Lender Security

We use all reasonable skill and care to protect your interests and monitor the security of the product providers and lenders with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of a product provider or lender and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Payment for our Advised Services

Investment and Pensions

The following information explains our charging structure and your payment options in general terms.

You will pay for our services on the basis of a fee, adviser charge, or a combination. In this agreement we refer to these as 'charge' or 'charges'.

In relation to any ongoing advice you may require, you will receive a separate Service Proposition which sets out the investment services you require from us and the specific charges we will make for providing these.

Our service propositions are as follows:

1. Financial Partner
2. Member
3. Transactional

We will discuss your payment options with you and answer any questions you may have.



The cost of our services

Initial consultation. We will provide you with an initial consultation with an adviser of up to 1 hour. This helps us to understand your financial circumstances, objectives and priorities and establish how we can help you.

We do not charge for this service.

Financial review, advice and recommendations. We will carry out a financial review, provide advice and make recommendations to you in line with your requirements. For example, some clients could require a full review, whereas others might want us to limit our advice and recommendations towards addressing a specific financial need.

As part of this process we will:

- Gather relevant information about your circumstances, objectives and priorities
- Establish the investment risk you are willing and able to take and recommend investment products that are appropriate to this
- Provide a concise and clear explanation of any costs, charges and potential penalties involved
- Explain clearly why & how our recommendations are suitable to meet your needs
- Present our recommendations to you either face to face or via a report
- Arrange a follow-up appointment or telephone call to explain our recommendations in detail and answer any questions you might have about them

Our typical charge for this service is a fixed amount of **£1,000** payable when we issue a letter or report to you presenting our recommendations. If you do not proceed with the purchase of a product, this charge is still payable. However, if you proceed with the purchase of a product, we will normally discount this charge. Your adviser will supply details and these will be confirmed in your Retail Client Services Fee Agreement.

For example, if we provide a recommendation report relating to your pension transfer Balens Financial Ltd would charge £1,000 prior to issuing said report. This fee does not relate to implementing the advice. However, if you then instruct Balens Financial Ltd to implement the advice our arrangement and implementation costs would apply, minus the report fee, e.g. £100K pension transfer (3% charge) = £3,000, less £1,000. Therefore, we would charge you £2,000 as the remaining balance.

If you instruct us to proceed with the recommendations, we will:

- Arrange the purchase on your behalf
- Handle all the associated documentation and administration
- Deal with any queries you might have, or which are raised by the product provider and / or third parties (in the case of transfers)
- Ensure the final product documentation is prepared in accordance with your instructions and is issued in a timely fashion; and
- Keep you appropriately informed throughout the process.



The option of paying for our services on a task based or fixed fee basis also exists. In these circumstances we will agree with you a fixed fee for the work we will undertake on your behalf. The fee charged will be based on commercial considerations as well as the nature of the work to be undertaken based on our experience and expertise. Our charge in these circumstances will be levied either via fee invoice or by a product charge. These are outlined below.

Advice / Service Costing's	Costs to be paid by the client
Initial Discovery Meeting	Free
Information Gathering & Analysis	Minimum £500
Advice & Recommendations	Minimum £500
Full Financial Review	Minimum £1,500

The most common method of charging for our services is via deduction from products that are held or arranged on your behalf as follows;

Product Arrangement & Implementation	Costs / Charges	Typical Charges
Single Investments	3% subject to a min of £500	50k- £1,500 100k- £3,000 150k- £4,500
Pension Transfers	3% subject to a min of £500	50k- £1,500 100k- £3,000 150k- £4,500
Annuity Purchase	2% subject to a min of £500	50k- £1,000 100k- £2,000 150k- £3,000
Income Drawdown	3% subject to a min of £500	50k- £1,500 100k- £3,000 150k- £4,500
Stock & Shares ISA	3% subject to a min of £500	50k- £1,500 100k- £3,000 150k- £4,500
Regular premium pension	Six months premium subject to a min of £500	£100 premium- £600 £250 premium- £1,500 £500 premium- £3,000
Regular premium Collective Investments	Six months premium subject to a min of £500	£100 premium- £600 £250 premium- £1,500 £500 premium- £3,000
Regular premium Whole of Life	Six months premium subject to a min of £500	£100 premium- £600 £250 premium- £1,500 £500 premium- £3,000



Monetary Amount Examples:

Product Arrangement & Implementation – Lump Sum Investments or Transfers

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. Where we receive such a payment we will waive our 'advice and recommendation' fee by the same amount.

Example 1; If we arrange an investment on your behalf for £10,000 our implementation fee would be £300. As this is less than the minimum 'product arrangement and implementation fee' of £500 we would charge you an additional £200 as the balance.

Example 2; If we arrange investments on your behalf totalling £100,000 our implementation fee would be £3,000. As this exceeds the minimum 'product arrangement and implementation fee' of £500 no other charges would be applied.

Product Arrangement & Implementation – Regular Premium Savings or Investments

Example 1; If your monthly contribution is £50 our implementation fee would be £300. As this is less than the minimum 'product arrangement and implementation fee' of £500 we would charge you an additional £200 as the balance.

Example 2; If your monthly contribution is £100 our implementation fee would be £600. As this exceeds the minimum 'product arrangement and implementation fee' no other charges would be applied.

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Your payment options

Charges for our service can be settled through a single payment, or you can pay these through your recommended investment product(s) via an 'adviser charge'.

Settling your charge through a single payment

Whether you buy a product or not, you will be required to pay us a charge for our financial review, advice and recommendations service, which is payable on the completion of our work. Normally, this is when we issue a letter or report to you presenting our recommendations.

You will be required to settle the payment of your charge through a single payment within **30 days** of receiving our invoice. We accept by cheque or bank transfer. We do not accept payment by cash.

Paying your charge through your recommended product

If you buy an investment product, you can choose to have your charge deducted from the product via an 'adviser charge'. Although you pay nothing to us up front, this does not mean that our services are free. You still pay us indirectly through a deduction from the amount you pay into your product. This deduction settles the charge, but could reduce the amount left for investment.



Ongoing Service

There will be an additional charge for any ongoing work, such as periodic or ongoing reviews, that we carry out on your behalf. Full details will be found in your Service Proposition.

We will discuss the full range of our on-going services at our implementation meeting. These services include, but are not limited to, providing you with:

- Structured reviews to give you peace of mind;
- Assessment of your circumstances and any changes to your plans that are needed;
- Regular updates and information regarding your holdings;
- A choice of differing levels of support depending on your needs;
- Ongoing support with correspondence and administration issues.

Details of the different levels of service are contained in our Service Standards. We will agree separately the level of on-going services at the time of, or prior to, making our recommendation(s) to you. Typically our costs range from 0.5% to 1.5% per annum and are based on the value of your investment(s). These costs can be deducted from your investment(s) or paid directly by you. The amount will depend upon the agreed level of service. The minimum annual charge is £500.

Example: If the value of your investment(s) totalled £100,000 our yearly fees would range from £500 to £1,500, depending upon the agreed level of service.

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

Example:

If the value of your investment increases:-

Date of valuation	Value of investment	Annual charge	Amount due	Increase	Date payable
1 st May 2014	£100,000	0.5%	£500		1 st May 2014
1 st May 2015	£110,000	0.5%	£550	£50	1 st May 2015

If the value of your investment decreases:-

Date of valuation	Value of investment	Annual charge	Amount due	Decrease	Date payable
1 st May 2014	£100,000	0.5%	£500		1 st May 2014
1 st May 2015	£90,000	0.5%	£450	£50	1 st May 2015

If you wish to pay directly you can spread the payment over a 12 month period by Standing Order on a monthly basis at 1/12 of the fee agreed. Any change to the level of services throughout this agreement will result in pro-rata charge being applied.

It is not compulsory for you to receive an ongoing service from us. We offer a transactional only service which carries no ongoing charge. This transactional service is purely reactive and has limited benefits.

You should note that when costs are deducted from your investments it may reduce your personal tax thresholds and/or exemption levels.



BALENS FINANCIAL LTD

Should you decide to cancel our agreement to provide ongoing services you must provide written confirmation of your decision and we will cease payments for these services within 28 business days and after collection of any due proportion of any period charges.

Insurance

There is no fee for assessing your needs, advising and making a recommendation for you on: Accident Sickness and Unemployment Insurance, Critical Illness Insurance, Income Protection Insurance, Mortgage Protection Assurance, Private Medical Insurance and Term Assurance. We will be paid by commission from the insurer.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

Mortgages

Each type of mortgage deal is subject to a typical charge, which is as follows:

- Residential Mortgage- £500
- Residential Re-mortgage- £500
- Adverse Credit Mortgage- £1,000
- Buy to Let Mortgage- £1,000
- Mortgage Report- £250

We will receive commission from the lender which will be discounted from the typical charge. You will be liable for the remaining amount on application.

For example, on a Standard Residential Mortgage, if we receive a commission of £250 you will then need to pay a fee of £250 on application as agreed with your adviser.

You will receive a 'Keyfacts' illustration when considering a particular mortgage product 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 if the lender rejects your application after full disclosure of all the material facts.
- No refund if you decide not to proceed and you have paid a fee on application.
- No refund if the Lender rejects your application due to information that has come to light that should have been disclosed prior to application, e.g. non-disclosure of material facts.

Instructions

We require clients to give us instructions in writing, to avoid the risk of errors and omissions.

We will, however, accept oral instructions provided they are confirmed in writing.

Any investment, insurance or mortgage product is not in place until we have confirmed it to you in writing.



Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a thirty day cancellation period for protection products or pension product and a fourteen day cancellation period for all other products.

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

If you cancel a single premium product, 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 contract.

If you wish to cancel a contract, please contact us immediately.

Please note there is no right to cancel once a regulated mortgage contract has been concluded.

Communications and Documentation

Unless agreed otherwise, all our communications with you will be in English.

All product documentation will also be in English – this will be prepared in accordance with your instructions and issued to you in a timely fashion. If we are dealing with a number of products on your behalf, we may hold some documents on a temporary basis until such time as everything can be sent to you. In these circumstances, any documentation in our possession will be held securely.

You are responsible for checking documentation to ensure all the details are correct – if you should find incorrect information, please contact us immediately.

Documentation will confirm the basis of your investment, insurance or mortgage contract and include details of the relevant provider or lender. It is important that this is kept in a safe place as you may need to refer to your documentation (for example, in the event of a claim).

Retention of and Access to Records

During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation of our recommendations.

Unless you tell us not to, we intend to destroy correspondence and other papers that we store that are more than five years old, other than those records which the Financial Conduct Authority require us to retain indefinitely, or which we consider to be of continuing significance.

If you require us to retain any particular item you must notify us of that fact in writing. However, please be aware that we cannot hold original documents – such as birth certificates or policy schedules – on your behalf.

Client Money

Balens Financial Ltd is not permitted to handle client money. This means we cannot accept a cheque made out to us, or handle cash in connection with the purchase of an investment, insurance, or mortgage product or service. Payment should be made to the relevant product provider or lender and we will supply you with appropriate details at the time of purchase.

The only exception relates to our own charges. We will send you an invoice for the amount due and accept cheque payments, or direct payment to our bank in way of settlement. You will be provided with a receipt upon payment.



Code of Ethics

We are committed to setting, maintaining and supporting the highest professional standards in financial services. As such, our code of ethics requires our directors and staff to:

- Comply with the code and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each client
- Provide a high standard of service; and
- Treat clients fairly

Conflicts of Interest

We reserve the right during our dealings with you to deliver services to other clients whose interests might compete with yours or are / may be adverse to yours, subject to our normal confidentiality terms (see section 13 below).

We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you, unless we are unable to do so because of our confidentiality obligations.

If a conflict of interest should arise, either between two or more of our clients or in the provision of multiple services to a single client, we will take such steps as necessary to deal with the conflict. We have safeguards in place to protect the interests of different clients if a conflict arises.

The rules of our regulator – the Financial Conduct Authority – prohibit us from accepting any payment (such as a commission or a non-monetary benefits) which is likely to conflict with our duty to our clients.

Confidentiality

We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

We may, on occasions, sub-contract work on your affairs to other financial professionals. The sub-contractors will be bound by our customer confidentiality rules.

Complaints

If you wish to register a complaint, please contact us:

James Hancher
Balens Financial Ltd
1 Dunstall Business Centre
Astwood Lane
Feckenham
B96 6QH

Or by calling us on 0844 826 2584

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (website www.financial-ombudsman.org.uk).

A more detailed summary of our complaints-handling procedure is available on request.



Financial Services Compensation Scheme (FSCS)

We are covered by the 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:

- **Investment.** Most types of investment business are covered up to a maximum limit of £50,000
- **Insurance.** Insurance advising and arranging is covered for 90% of the claim, without any upper limit; and
- **Mortgages.** Mortgage advising and arranging is covered for up to a maximum limit of £50,000

Further information about compensation scheme arrangements is available from the FSCS (website www.fscs.org.uk).

However, as pointed out under Section 2 of this agreement, certain financial products and services are not regulated by the Financial Conduct Authority which means clients purchasing them may not be entitled to the protection of the UK regulatory system – this includes the FSCS. We will notify you if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

Applicable Law

This agreement is governed by, and construed in accordance with, English law. The courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

Changes in the Law

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or your circumstances.

Force Majeure

Balens Financial Ltd shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Internet Communication

Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via e-mail or other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch.

We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending sensitive information relating to your financial affairs are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

It is the responsibility of the recipient to carry out a virus check on any attachments received.



BALENS FINANCIAL LTD

Data Protection Act 1998

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union

If at any time you wish us – or any company associated with us – to cease obtaining, using, processing and disclosing personal data about you (including contacting you for marketing purposes), please contact us:

In writing:

James Hancher

Balens Financial Ltd, Bridge House, Portland Road, Malvern, Worcs, WR14 2TA

Or by calling us on 0844 826 2584

Subject to certain exceptions, you are entitled to have access to your personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.



Contracts (Right of Third Parties) Act 1999

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

The advice that we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007

In common with all financial businesses, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- Maintain identification procedures for clients and beneficial owners of clients
- Maintain records of identification evidence and the work undertaken for the client; and
- Report, in accordance with the relevant legislation and regulations

We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence. The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act 2002 and includes concealing, converting, using or possessing the benefit of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.

We are obliged by law to report any instances of money laundering to the National Crime Agency without your knowledge or consent. In consequence, the firm's directors or staff will not enter into any correspondence or discussions with you regarding such matters.

We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the principles, rules and guidance published by the Financial Conduct Authority.



Agreement to our Appointment and Terms

Our appointment will start once you inform us that you want **Balens Financial Ltd** to act on your behalf.

This agreement supersedes any previous agreement for the period covered. The terms it contains take effect immediately you countersign the agreement and return it to us. If we are instructed to start work before receiving a signed copy of this agreement, we will treat your instruction as acceptance of all the terms of this agreement, unless we hear from you to the contrary within 30 days of you giving us that instruction.

You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

Once it has been agreed, this agreement will remain effective until it is replaced.

Please confirm your acceptance of these terms by signing the enclosed copy of this agreement and returning it to us immediately. If this agreement and the terms it contains are not in accordance with your understanding of our terms of appointment, please let us know.

Declaration / Client consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

AGREEMENT TO PROCEED

By signing below you are agreeing to our terms as agreed above.

Signed on behalf of Balens Financial Ltd	
Client Signature(s)	
Print Name(s)	
Dated	



CLIENT AGREEMENT OF FEES

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 information.

I/We are aware of the costs of the Financial Review and Recommendation(s), and where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

	By deduction from the policy	By Direct Payment	By a combination
Percentage (%)	%	%	%
Flat Fee/Commission	£	£	£
Ongoing percentage	%	%	%
Ongoing flat fee	£	£	£

By signing below I agree that I have been given, read and understand all of the following documents;

Business Card Ongoing Service Summary Client Agreement

I also confirm I have had the opportunity to read my answers to ‘fact find’ and confirm that the ATR and Fact Find are true and correct.

I confirm I have had the following explained to me:

Risk Associated with chosen product Cancellation rights Complaints procedure

Client Signature	Date
Print Name	
Client Signature	Date
Print Name	
Financial Adviser Signature	Date
Print Name	