



## Client Agreement

### Introduction

**This agreement sets out the terms under which our services are to be provided,**

#### Investments

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- 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.
- Please note that we don't usually provide advice in relation to directly held individual shares, options, futures and other derivative contracts. We don't provide advice on them as we believe that they are unlikely to be suitable for the majority of our clients however we will provide generic advice where applicable. If you need individual advice we recommend that you refer to a stockbroker.

#### Non-investment protection contracts

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- We are an Insurance Intermediary and act on your behalf. Where we provide advice on protection contracts including life insurance, critical illness and income protection this will be based on a fair and personal analysis of the market.

### 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 VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.

## Investment Planning.

### Initial charges

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

- 3% on the first £100,000 of your investment (subject to a minimum fee of £1,500) and then 1.5% on any amount over £100,000 (subject to a maximum fee of £7,500)

Below are examples of how our charges could apply;

- If you invested **£50,000**, our fee would be 3% of £50,000 = **£1,500**
- If you invested **£200,000**, the first £100,000 would incur a fee of 3% and the remaining £100,000 would incur a fee of 1.5% i.e.
  - o 3% of £100,000 = £3,000
  - o 1.5% of £100,000 = £1,500**£3,000 + £1,500 = Total fee £4,500**

Alternatively, you could choose to have the work involved time recorded. We would then estimate the number of hours it will take to complete the work. We then apply standard hourly rates, these being:

- £250 per hour for Financial Planners.
- and £80 per hour for Administrators.

We'll always present you with a personalised quote before undertaking any work that might be charged for. Our charges are based on the following hourly rates:

**Financial Planner: £250 per hour:** Responsible for establishing your circumstances, needs and financial objectives and recommending a suitable financial solution.

**Administrator: £80 per hour:** Responsible for sending out paperwork and requests for information.

The following examples show what our average costs are:-

#### **Average charge to a new client based on a £50,000 investment:**

<b>Administrator</b>	3 hours at £80 per hour	£240	<b>Average cost for a new £50,000 investment = £1,740</b>
<b>Financial Planner</b>	6 hours at £250 per hour	£1,500	

#### **Average charge to a new client based on a £100,000 investment:**

<b>Administrator</b>	6 hours at £80 per hour	£480	<b>Average cost for a new £100,000 investment = £3,480</b>
<b>Financial Planner</b>	12 hours at £250 per hour	£3,000	

### Paying our initial charges

Our charges are payable on completion of our work and must be settled within 28 business days.

## Regular Premium Contracts

Where you invest in a **regular contribution contract** (where contributions are made on a monthly, quarterly or annual basis) the cost for our service is £1,500.

You can choose to have our charge deducted from the product in instalments (where the product / platform provider is able to offer this facility). Our normal approach will be for the payment to be divided into 4 payments over a maximum of 12 months. **Exact details will be confirmed in writing with you.**

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

Example:

We typically take our initial service charge quarterly based on the first year's total monthly contribution you make to your product. The example below shows how this works for a £500 per month savings/pension product:

Total cost of our initial service to set up the product is £1,500. Payment is taken every three months (quarterly), spread over a 12 month period, the total advice cost being divided by 4.

- The quarterly charge for the first 12 months is therefore **£1,500 divided by 4 = £375**.
- Each month you pay your premium for the product of **£500**. Each quarter for the first 12 months your product provider pays us **£375** of that £500.
- So, each quarter for the first 12 months your payments are split as follows - **£125 is invested / £375 pays our initial service charge**.
- The full amount is invested in other months.

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

The ongoing suitability of 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 with you and confirmed in our service agreement.

We can offer you 3 levels of on-going service designed to provide periodic suitability reviews to ensure that recommended products remain relevant to your circumstances. Where we have agreed to undertake a periodic suitability review this will be done on at least an annual basis.

## Service Level Options

Our charges relating to services are as follows;

Advisory 1		
Who this service level is appropriate for.	Our Advisory 1 service is typically suited for clients that require an annual meeting with their adviser to review and maintain their financial strategy.  Typical portfolio size of £100,000 or above	
	%	£
Annual charges	0.75% per year of the funds under management up to £750,000 and 0.25% per year on amounts above £750,000  Maximum fee of £10,000 per year.	For a fund of £150,000 you would be charged a fee of £1,125 per year  For a Fund of £1,000,000 you would be charged a fee of £6,250 per year
Minimum Annual charge	£750 per year	
Advisory 2		
Who this service level is appropriate for.	Our Advisory 2 service is typically suited for clients that require a full financial review every other year and a suitability assessment in between to review and maintain their financial strategy.  Clients usually have a low number of products with minimal complexity and a typical portfolio size of less than £100,000	
	%	£
Annual charges	0.75% of the funds under management	For a fund of £50,000 you would be charged a fee of £375 per year
Minimum Annual charge	£375 per year	
Bespoke		
Who this service level is appropriate for.	Our Bespoke service is our comprehensive offering designed for clients with complex financial strategies and/or bespoke requirement. They utilise various tax planning opportunities in addition to wealth legacy and later life planning. Additional review meetings may be required during the year.  Typical portfolio size of £500,000 or above	
	%	£
Annual charges	1.00% per year of the funds under management up to £750,000 and 0.25% per year on anything above £750,000  Maximum fee of £10,000 per year.	For a Fund Value of £1,000,000 you would be charged a fee of £8,125 per year.

Minimum Annual charge	£3,000 per year
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**Please Note:**

- The amount of our annual ongoing charges may increase as the size of your fund grows.
- Where a fixed ongoing fee has been agreed or where the maximum ongoing fee has been reached, our fees will rise in line with CPI on 6<sup>th</sup> April each year.
- 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.

**Details of what is included in each level of service:**

	<b>Advisory 1</b>	<b>Advisory 2</b>	<b>Bespoke</b>
<b><i>Suitability Review</i></b>	Annual	Annual	3, 6 or 12 months
<b><i>Face to Face Meeting with Adviser</i></b>	Annual	Every 2 Years	3, 6 or 12 months
<b><i>ISA Utilisation</i></b>	Included	Included	Included
<b><i>Portfolio Review</i></b>	Included	Included	Included
<b><i>Review income requirements</i></b>	Included	Included	Included
<b><i>Update of Cashflow Forecast</i></b>	Included	Excluded	Included
<b><i>Estate Planning Analysis</i></b>	Included	Excluded	Included

**Description of service elements**

**Suitability Review** – A review of your current financial situation, attitude to risk and capacity for loss and a review of the continued suitability of your investments. A suitability report will be issued summarising our recommendations.

**ISA Utilisation** – Utilising your ISA allowances from existing holdings – transferring assets from taxed holdings to tax-privileged holdings to make use of your annual allowance as it arises (where suitable and appropriate).

**Portfolio Review** – We will review your portfolio to ensure this remains aligned with your ongoing objectives. Where necessary, we will realign your portfolio and recommend any fund switches.

**Review of income requirements** – We will regularly review your income needs and suggest the most tax efficient way to meet them.

**Update of CashFlow Forecast** – A review of your cashflow analysis that demonstrates your future financial situation against your objectives.

**Estate Planning Analysis** – Review your financial situation and highlight any potential inheritance tax liability.

## Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect yourself, your family or your business through products such as critical illness cover, health insurance and life cover.

You can pay for our advised protection services by:

1. A fee
2. Commission (where this is available) payable by the product provider, which is a percentage of the annual premium
3. A combination of fee and commission

### Paying by fee

Our fee will be based on an hourly rate basis **subject to a minimum fee of £1,250**.

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		
Administrator	2 hours at £80 per hour = £160	Average cost for a new protection client is <b>£1,410*</b>
Financial Planner	5 hours at £250 per hour = £1,250	
*If we received commission from your chosen product provider of £800 this would reduce the fee you pay directly to us to £610		

### Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you.

## 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. Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.

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 about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

We may, where appropriate, recommend that some, or all, of your investments are managed by a Discretionary Fund Manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. A DFM operates on a discretionary basis which means that your consent is not required where a change to your portfolio is made. The DFM has to ensure that any changes made are within the investment mandate agreed with us.

### 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.

### Conflict of interests

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, e-mail 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.

## Your Obligations

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

## Cancellation and amendments

### Ending 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. We will give notice of termination in writing and will take effect 20 business days from the date the letter was issued. 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 but please note that we reserve the right to charge you for services provided prior to cancellation.**

### Product cancellation rights

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..

## How you are Protected

Thomson Hayton Winkley Financial Services is a trading style of Lyncombe Consultants Ltd, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR which is authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, Stratford, London, E20 1JN.

The Financial Conduct Authority (FCA) does not regulate all forms of financial advice, including for example, advice on bank deposits, Auto-Enrolment pension schemes and tax avoidance schemes.

Lyncombe Consultants Limited's Financial Services Register number is 618025. Our Financial Services Register number is **618025**. Lyncombe Consultants Limited's 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 [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Thomson Hayton Winkley Financial Services is an agent of Lyncombe Consultants Ltd in respect of advice which is regulated by the FCA. Thomson Hayton Winkley Financial Services is not an agent for Lyncombe Consultants Ltd in respect of advice not regulated by the FCA.

Lyncombe Consultants Ltd will not be liable for any losses that may arise from advice in relation to non-regulated advice. In some circumstances, these may also mean that you will not have recourse to statutory protection schemes such as the FSCS or the FOS.

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:** The Compliance Director, Lyncombe Consultants Ltd, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR.

**By phone:** 01565 658 840

**By e-mail:** [Complaints@lyncombeconsultants.co.uk](mailto:Complaints@lyncombeconsultants.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'). Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **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.

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 [www.fscs.org.uk/consumer](http://www.fscs.org.uk/consumer).

### **Client money**

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

Please note that Lyncombe Consultants Ltd will not be liable for any losses which you may sustain because of your failure to observe this important protection.



## 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.

## 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. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

## YOUR CONSENT

**Please read these terms carefully before signing them. If you do not understand any point please ask for further information.**

This agreement shall commence on the date of signature below.

**Date of Issue:** .....

**Client Name(s):** .....

**Client Signature(s):** .....

**Date:** .....

## Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- 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 will 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 will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

## Consent- Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Thomson Hayton Winkley Financial Services**

**Client Name(s):** .....

**Client Signature(s):** .....

**Date:** .....

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.

## Consent - 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:**

***Please note that you may withdraw this consent at any time by giving us notice.***