

Client Agreement for Investments, Pensions & Insurance

Surrey Downs Financial Services Limited is regulated and authorised by the Financial Conduct Authority under Financial Services Register Number 787019.

You can check this on the FCA's Register by visiting the FCA's website <u>www.fca.org.uk/register</u> or by contacting the FCA on 0800 111 6768.

Surrey Downs Financial Services Limited is a company registered in England and Wales. Registered number: 9210178. Registered office: Sandy Farm Business Centre, Farnham, Surrey, GU10 1PX.

This Agreement sets out the basis on which we charge for our services.

This Agreement is made between Surrey Downs Financial Services Limited				
And:				

Our services

Surrey Downs Financial Services is able to act on your behalf providing advice and arrangement services for investments and non-investment insurance contracts. We offer products and services as follows:

Investments - we offer an Independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the investment markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you.

Non-investment protection contracts – we provide advice and arrangement services for non-investment protection products including term assurance, income protection insurance and critical illness from the whole of the market.

General Insurance Contracts - we offer General Insurance contracts including Buildings and Contents from a range of insurers.

The Financial Planning Process

There are four stages to the financial planning process, as follows:

1. **Initial consultation** with one of our qualified financial advisers. This will provide you with the opportunity to ask questions and understand what we do and for us to understand your financial objectives and how we can assist you in working towards these. We will also discuss the cost, and level of our service both initially and throughout our relationship with you. We charge for our services by way of fees, which are set out in the following pages.



- 2. **Financial review and recommendation** –This can be a continuation from the initial discussion, where agreed, or a further appointment. We will carry out an extensive assessment of your personal and financial circumstances at the outset to establish your financial planning requirements and the service you require. This process covers the:
 - gathering of information about your existing financial arrangements and full personal circumstances;
 - understanding of your investment knowledge and attitude and tolerance towards investment risk;
 - recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
 - preparation of our recommendations to you;
 - arranging a second appointment to explain and discuss our recommendations in detail.
- 3. **Policy arrangement and implementation**. Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:
 - handle all fund and policy administration on your behalf;
 - provide regular updates to keep you informed of progress;
 - ensure all your documents are issued in line with your expectations;
 - provide confirmation of all actions taken on your behalf in writing.
- 4. **Reviews & On-going Management Service** Your financial objectives may change over time due to changes in your lifestyle or circumstances. We believe it is essential to ensure that your portfolio continues to meet your lifestyle and investment objectives. We will discuss the full range of our on-going services during our initial consultation.

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;
- on-going support with correspondence and administration issues.

We will agree separately the level of on-going services at the time of, or prior to, making our recommendation(s) to you. We offer our clients a choice of differing levels of on-going management, which affect the both the scope of service and the fees charged. These are set out in the next section.



Fees & Costs

1. Our Investment & Pensions Services & Costs

Where advice results in an investment, we charge fees based on a percentage of the amount invested in the following ways:

<u>Lump Sum Investments or Transfers – Initial Charge</u>

Most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the account/platform administrator, fund manager or provider (the provider) prior to its investment.

There is a 1% initial charge for pension and investments, for example, if we arrange a Unit Trust, Investment Bond, Open Ended Investment Company (OEIC), Exchange Traded Funds (ETF), Individual Savings Account (ISA/NISA), Drawdown, Investment Trust, Annuity or Pension on your behalf, for example £10,000, our Policy Arrangement & Implementation fee would be £100, payable within 30 days of the commencement date. For example, for £50,000 our Policy Arrangement & Implementation fee would be £500 and for £100,000 our Policy Arrangement & Implementation fee would be £1,000.

These charges are payable within 30 days of the commencement date.

There is a maximum 3% initial charge if we arrange a Venture Capital Trust (VCT) and Enterprise Investment Schemes (EIS). For example if we arrange a VCT or EIS on your behalf for £10,000 our Policy Arrangement & Implementation fee would be £300, payable within 30 days of the commencement date.

For example, if we arrange a VCT or EIS on your behalf for £50,000 our Policy Arrangement & Implementation fee would be £1,500, payable within 30 days of the commencement date and for a VCT or EIS of £100,000 our Policy Arrangement & Implementation fee would be £3,000, payable within 30 days of the commencement date.

We may also charge a maximum initial fee of 3% when advising upon a Pension Transfer case. Surrey Downs Financial Services Limited may engage third-party specialists during this specific advice process to ensure that advice is provided in line with FCA guidance and suitability. Fees arising from this engagement will be included within this 3% charge.

This 1% charge is an inclusive charge that covers all services outlined in steps 1 to 3 in the "financial planning process" in the previous section.

This payment can either be taken from your investment upon receipt by the policy provider (if this is an option the provider can facilitate) or paid directly by you.

The full details will be set out in a client specific illustration.

Please note that where advice is provided, or a review carried out, but no investment is made through Surrey Downs Financial Services, a charge will be made on a time-cost basis using the hourly rates set out on p.6.



Financial Services Regular Premium Savings or Investments

Again most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the account/platform administrator, fund manager or provider (the provider) prior to its investment.

There is a 1% charge for each pension or investment contribution, for example, if we arrange a Unit Trust, Investment Bond, Open Ended Investment Company (OEIC), Exchange Traded Funds (ETF), Individual

Savings Account (ISA/NISA), Drawdown, Investment Trust, Annuity or Pension on your behalf, for example, £1,000 per month contribution, our Policy Arrangement & Implementation fee would be £10 on each contribution, payable within 30 days of the commencement date. For example, for £3,000 per month

contributions our Policy Arrangement & Implementation fee on each contribution would be £300 and for £100 per month contributions our Policy Arrangement & Implementation fee would be £1 on each contribution. These charges are payable within 30 days of the commencement date.

This 1% charge is an inclusive charge that covers all services outlined in steps 1 to 3 in the "financial planning process" in the previous section, though there we do charge a £50 administration fee to set up the regular premium payment process.

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you within 30 days of the commencement date.

The full details will be set out in a client specific illustration.

Please note that where advice is provided, or a review carried out, but no investment is made through Surrey Downs Financial Services, a charge will be made on a time-cost basis using the hourly rates set out on p.6.

2. Our General Insurance and Protection Services and Costs

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

3. Our Taxation Advice and Costs

We provide you with an initial consultation free of charge. Once it has been ascertained that you require specialist taxation advice this will be charged at £250 per hour based on the amount of time it takes, we will provide you with an estimate of how many hours we expect this to take and we will not exceed this without checking with you first. There is however a minimum timescale of 1 hour for this service, ie £250.00.

The time spent on taxation advice is dependent upon each individual's situation. For example, 30 minutes is below our minimum charge and therefore will cost £250.00, equivalent to 1 hour. For example, 4 hours



taxation advice will cost £1,000.00. This will be invoiced to you and should be paid within 7 days of the invoice date. Please note that the Financial Conduct Authority does not regulate taxation advice.

4. Reviews & On-going Annual Management Service

We also provide an on-going management service to help ensure that your investments continue to remain appropriate for you. This is charged as a percentage per annum based on the combined value of your investments under the management of Surrey Downs Financial Services Limited.

The valuation date with be determined by the nature of your investment, and the fee paid monthly/annually in arrears. 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. There is no penalty for withdrawing from the service or withdrawing money at any time.

Where we agree to provide ongoing services you can choose to cancel this at any time by providing us with written/oral confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later.

We provide two levels of on-going annual management to meet our clients varying needs: the Leith Hill Portfolio Service, and the Box Hill Portfolio Service.

The Box Hill Portfolio Service is tailored towards clients with portfolios of less than £80,000, who do not require high levels of interaction with their adviser, and do not expect their financial situation or risk attitude to alter significantly over the year. This is ideal for individuals looking to start their ISA and Pension savings with regular contributions, expecting these savings to build up before requiring any major portfolio adjustments.

The Leith Hill Portfolio Service is an all-encompassing solution for those looking for a truly personalised service from their adviser, particularly those with portfolios above £80,000 and/or with complex investment strategies where costs can quickly build up. The idea is that you never have to worry about the cost of arranging a meeting, picking up the phone or sending us an email: there are no hidden charges in managing your portfolio.

A summary of the main differences is set out below:

	Box Hill Portfolio Service	Leith Hill Portfolio Service
Annual Review Meeting	✓	✓
Half Yearly Review Meeting	×	✓
Annual Valuation	Paper or Electronic	Paper or Electronic
Valuations on request	Electronic	Paper or Electronic
Ad-hoc Meetings (Unlimited)	Cost per hour*	✓
Portfolio Construction & Monitoring	√	~
Reviewing implications of legislative changes on your portfolio	✓	✓



Financial Services

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Advised Fund Switches Within	0.5% of the investment	✓
Portfolio	value switched	
Professional Services: for example, providing strategic updates to accountants, solicitors as needed	Cost per hour*	✓
Review of Wills & Discussion	Cost per hour*	✓
Full administration support: to arrange payments, withdrawals etc.	√	✓
Telephone & Email Advice	Up to 3 hours per annum, then cost per hour*	✓
Written half yearly review with investment update	×	✓

Quarterly Newsletters & Budget/Autumn Statement Updates	√	√
Access to Investment Manager Videos	✓	✓
Client Website Portal	✓	✓
Cost	0.8% per annum of assets under	0.95% per annum of assets under
	management	management

^{*}cost per hour as hourly rates set out below.

Financial Adviser £250 per hour Administration £50 per hour

The charges listed above can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

5. General Consultancy & Advice Services & Costs

Where an investment is not made, and services do not relate to the Ongoing Management Services (if subscribed to), advice, consultancy and administration services are charged at an hourly rate on a time-cost basis:

Financial Adviser £250 per hour Administration £50 per hour

Typically we would expect the most common tasks to take the following amount of time to complete (this should be used as a guide only as true cost will reflect the actual time taken):



Initial Assessment & Financial Review	5 hours
Portfolio Performance Review	4 hours
Review of Current Pension Provisions	3 hours
Retirement Provision Forecast	4 hours
Portfolio Valuations & Report	0.75 hours Adviser
-	0.5 hours Admin
Review meeting	1 hour
Portfolio Changes	1 hour Adviser
	1 hour Admin

Where a time-cost service is planned at the outset, a quotation will be provided, discussed, and agreed prior to undertaking work on a per hour basis. VAT may be added to these rates depending on the work being undertaken.

Your aims and objectives

Unless we notify you in writing to the contrary we will be treating you as a 'retail client' for investment business and a 'consumer' for general insurance business. 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.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

We will issue any documentation/recommendations and any other communication to you in English.

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.



Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

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 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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 contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

VAT

Under current legislation a majority of 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.

Client money

Surrey Downs Financial Services Limited has chosen not to handle client money and cannot accept a cheque made out to the Company (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.



Material Interest

We will act honestly, fairly and professionally in accordance with, and exceeding, the 'Treating Customers Fairly' guidelines by the Regulators. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

Complaints

If you wish to register a complaint, please write to Surrey Downs Financial Services Limited, Sandy Farm Business Centre, Farnham, Surrey, GU10 1PX or telephone 01483 338 678.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

If you are classified as an eligible complainant, and you do not feel that your complaint has been resolved satisfactorily by our compliance department, you are able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation that was established to resolve disputes between financial institutions and their customers. Information on the Financial Ombudsman Service can be found at their website www.financial-ombudsman.org.uk or by writing to Financial Ombudsman Service.

The address of the Financial Ombudsman Service is:

Financial Ombudsman Service Exchange Tower London E14 9SR

The Financial Ombudsman Services can be contacted by calling 0800 023 4567 or emailing complaint.info@financial-ombudsman.org.uk.

Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000, whereas Insurance business is covered for 90% of the claim, without any upper limit.

Further information about this compensation scheme arrangement is available from the FSCS at their website www.fscs.org.uk. Surrey Downs Financial Services Limited maintains no responsibility for the content of this website.



Data Protection

The information you have provided is subject to the General Data Protection Regulation (GDPR). 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 processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01483 338 678 or in writing at Surrey Downs Financial Services Limited, Sandy Farm Business Centre, Farnham, Surrey, GU10 1PX.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

In line with the requirements of the Markets in Financial Instruments Directive (MiFID II) and as a client of the Firm we reserve the right to make record of telephone exchanges you may have with a member of the Firm. This may be a manual, electronic or via call recording.

Further details relating to this matter are contained within our Customer Private Notice which should be read alongside this Agreement.

We reserve the Right to alter these Terms as required by Legislation.



Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

Law

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Surrey Downs Financial Services Limited 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.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.



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, along with those set out in our Terms of Business document, E-Marketing Notice and Customer Privacy Notice, before signing them. If you do not understand any point please ask for further information.

I/We are aware of the costs of the four stages of the financial planning process and agree to the method and timing of these.

I/We wish to take benefit from the following on-going management service (please tick one if appropriate)

Box Hill Portfolio Service		
Leith Hill Portfolio Service		
I/We confirm that we agree to	o the adviser being remunerated on the basis selected below (pla	ease tick one)
By deduction from the arrang	ged investment account, where possible.	
By direct payment from your	bank	
Client 1	Client 2	
Signature	Signature	
Print Name	Print Name	
Date	Date	
Signed on behalf of Surrey Downs Financial Services	Position	
Date		