FINANCIAL PLANNING LIMITED
2 Holt Barns, The Kilns, Frith End, Hampshire GU35 0QW Tel: **01420 479 463**

TERMS OF ENGAGEMENT

ABOUT US: Our fees, services and client agreement

We are required by our regulator to provide you with details about our services and the cost of these services. This document is intended to comply with all of these requirements, please read it carefully and if you do not understand any point please ask for further explanation.

Who Regulates us

We are authorised and regulated by the Financial Conduct Authority under FCA Registration Number 160494.

The FCA contact details are 12 Endeavour Square, Stratford, London, E20 1JN.

We will communicate with you both verbally and in any written correspondence in the English language as this is the language of our home state and has also been adopted as the international language.

Independent Advice, Investments

We offer independent advice and will therefore advise and make a recommendation after we have assessed your needs.

Our recommendation will be based on a comprehensive and fair analysis of the market.

Whole of Market, Insurance and Mortgages

We offer whole of market advice and will therefore advise and make a recommendation after we have assessed your needs.

Our recommendation will be based on a comprehensive and fair analysis of the market.

Client Categorisation

As a result of the implementation of the Markets in Financial Instruments Directive we will treat you as a Retail Client unless we agree with you otherwise. Retail clients have the highest level of protection under the regime.

Conflict of Interests

We will notify you in writing of any conflict of interest that may exist between the work we are doing for you and any of our other clients or ourselves. We must tell you about the extent of any conflict of interest that exist or that may arise and if necessary make arrangements for another company to act as your adviser.

Commencement as Adviser

Your agreement to appoint or maintain us as your adviser will apply from the date you sign this agreement.

Cessation as Adviser

This agreement will stay in force until you or we end it or until you or we ask to change it. If you want to end the agreement, please let us know in writing at any time. If we want to end the agreement, we will write and tell you and give you one month's notice. Termination will not prejudice the completion of transactions already initiated on your behalf or any rights or obligations already arising.

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
- Report, in accordance with the relevant legislation and regulations

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 commencement.

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.

Restrictions

You have the right to tell us not to make any particular recommendations or to exclude specific companies, products or market areas from our research. You need to let us know about any specific restrictions that you want to place on us.

Rights to Cancel

We will tell you about your rights to cancel or withdraw from an application with a product provider. We will let you know if a right to cancel does not exist for an application.

Registration

All investments will be registered in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of investments will be forwarded to you by post at your risk or as soon as it is practically possible or held electronically. Where a number of documents relating to a series of transactions are received, these will normally be retained until the series is complete.

Client Money

Church's Financial Planning Ltd does not handle client's money. We never accept an investment cheque made payable to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a bill) nor do we accept cash payments.

Liability

Church's accepts no responsibility for any loss or depreciation to the value of any investment, or for any failure to increase the value of any investment, or for any failure to secure a particular level of income, or for any adverse tax consequences, except where you suffer loss as a result of wilful negligence on Church's part. Church's maintains professional indemnity insurance.

What do I do if I have a Complaint?

If you want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 01420 479463. A summary of our procedures for handling complaints is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service at: ***South Quay Plaza, 183 Marsh Wall, London, E14 9SR.***

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from this scheme if this firm ceases to trade and, as a result of our advice, you have suffered a financial loss. This depends on the type of business and the circumstances of the claim.

Investments
Most types of investment business are covered up to a maximum limit of £85,000.

Mortgage
Mortgage advising and arranging is covered up to a maximum limit of £85,000.

Insurance
Insurance advising and arranging is covered by 90% of the claim, without any upper limit.

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

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.

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 provisions 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

Church's Financial Planning 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 dispatch.

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.

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.

Paying for Services

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you may have. We will not charge you anything until you have agreed how we will be paid and how much.

Initial Consultation – Financial Planning

We offer an initial consultation with a Diploma qualified and FCA regulated Financial Planning Consultant. This helps us to understand your financial circumstances, objectives and priorities and establish how we can help you.

We do not charge for this consultation.

Fees

Our advice is paid for through fee(s) which we will agree with you before beginning any work.

It is very difficult to estimate a fee at outset until we have all the relevant information, but once we have this information and have assessed your requirements, we will inform you of our fee before we start any chargeable work for you.

We charge fees for our professional services which includes initial advice and ongoing services. We do not currently charge VAT on our fees. We will tell you if you have to pay VAT.

Our fee becomes payable immediately on receipt of our issued invoice (the "due date") if we agree to work on a time costed basis for you.

No invoice will be issued if we agree our fee should be paid from investments you have asked us to arrange for you.

Church's Financial Planning Ltd reserves the right to charge interest on any sums not paid within 30 days of a due date; such interest to be at a rate equivalent to the base rate charged by HSBC at the due date plus three per cent.

Time Costed Fees

If we agree to work on a time costed basis, our normal charge for a financial planner is £225 per hour and an administrator £95 per hour. This is subject to review as at 1st January each year.

Ongoing Financial Planning Service Fee

Our ongoing financial planning service fee is paid to us directly from the investments under our management unless we agree something different with you in writing. No invoice is issued and it is paid monthly from your investments to us.

Our ongoing financial planning service fee is as follows:

- 0.70% pa of funds up to £500,000
- 0.60% pa of funds from £500,001 to £1,000,000
- 0.50% pa of funds from £1,000,001 to £2,000,000
- 0.40% pa of fund from £2,000,000

Our minimum charge is £1,500 pa

Example:

- If we look after £250,000 of funds in total for you our ongoing service fee will be:
  £ 250,000 x 0.70% = £1,750 pa

- If we look after £600,000 of funds for you in total our ongoing service fee would be:
  £ 500,000 x 0.70% = £3,500 pa
  £ 100,000 x 0.60% = £ 600 pa
  £ 600,000 £4,100 pa

- If we look after £1.5 million of funds for you in total our ongoing service fee would be:
  £ 500,000 x 0.70% = £3,500 pa
  £ 500,000 x 0.60% = £3,000 pa
  £ 500,000 x 0.50% = £2,500 pa
  £1,500,000 £9,000 pa

- If we look after £2.5 million of fund for you in total our ongoing fee would be:

  £ 500,000 x 0.70% = £ 3,500 pa
  £ 500,000 x 0.60% = £ 3,000 pa
  £1,000,000 x 0.50% = £ 5,000 pa
  £ 500,000 x 0.40% = £ 2,000 pa
  £2,500,000 £13,500 pa

If fund values increase then our fees increase. If fund values fall our fees reduce until our minimum charge of £1,500 pa is reached.

Our ongoing financial planning service includes but is not limited to the review of:

- Personal financial plan
- Risk profile
- Rebalancing of investments
- Cashflow planning
- Investment planning
- Specific goals planning
- Retirement planning
- Protection planning
- Education funding
- Personal tax planning
- Estate and inheritance tax planning
- Charitable and philanthropic planning

In addition, you also benefit from:

- Access to a Diploma qualified and FCA regulated Financial Planning Consultant
- Topical Newsletters

Ongoing Service Fee and Investment Platform Fees

By signing these Terms of Engagement, you give us your written authority to maintain funds in your investment platform cash account to cover your ongoing service fee and investment portfolio administration fees. If at any time there are insufficient funds to cover these costs you give us the authority to sell investments to cover these costs.

If this needs to happen, we will go through the following process:

1) Initial amounts required will be taken from cash
2) If the portfolio has no cash any further amounts will be taken by selling fixed interest funds
3) If the portfolio has no cash or fixed interest funds any further amounts will be taken by selling equity funds

Depending on the Investment Platform provider, the dis-investment process can be completed either automatically by the platform provider or will be a manual process by Church's.

Mortgage Advice Fees

For Mortgage advice our minimum fee will be £975 which will be discounted by any fee we receive from the mortgage lender. If the fee we receive from the mortgage lender is in excess of £975 we will waive our minimum fee in lieu of the payment from the mortgage lender.

You will receive a 'keyfacts' illustration when considering a particular mortgage which will tell you about any fees.

Mortgage advice is separate to our financial planning and ongoing financial planning services.

Unless agreed prior to work commencing, we will only charge our fee if your mortgage completes.

Protection Advice

Where we provide protection advice, we are an insurance intermediary and will provide advice based on a fair and personal analysis of the market. We constantly review the market to ensure the services and products we offer are appropriate for our clients.

Protection Advice Fees

Our fees for this service will normally be covered by commission paid to us by the insurance provider, which will be on a percentage of the total annual premium basis, unless prior to this an agreed protection advice fee has been agreed with you and is to be paid by you.

Recording

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may record and monitor your telephone communications or conversations with us.

Client Declaration

This is our standard Terms of Engagement 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.

Name	
Signature	
Date	

Name	
Signature	
Date	

Adviser Notes

Signed: …….. Date: ……

DATA PROTECTION DECLARATION

We confirm that, when processing data on your behalf, we will comply with the relevant provisions of the Data Protection Act 1998 and the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679)

Your personal information is very important to us. We will endeavour to take all due care to protect this information. As some services are provided to Church's Financial Planning Limited by third parties, such as processing business or obtaining compliance or regulatory advice, which warrants the disclosure of more than just your basic contact details. You agree that personal information held by Church's Financial Planning Limited may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically and you agree that Church's Financial Planning Limited, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product Providers and Investment Management companies may administer policies and plans you have with them and provide other services, from locations in countries outside Europe (such as India and the USA) which do not always have the same standard of Data Protection laws as the UK. However, they are required to put controls in place to ensure that your information is adequately protected and they undertake to be bound by the obligations under the Data Protection Act even when your personal information is processed outside Europe.

To enable us to provide the services we have agreed and for other related purposes including updating and enhancing customer records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance we may obtain, use, process and disclose personal data about you.

CONSENT to hold, store and process your Personal Data and for Church's Financial Planning Ltd to contact you

Information supplied may be stored electronically or paper records and may be used for Regulatory, record-keeping, contact and marketing purposes by Church's Financial Planning Limited. Details may be passed to our Regulatory Authorities and Auditors for the purpose of compliance. **We will NOT pass on your data to third parties for any marketing purposes.**

Church's Financial Planning Limited wishes to gain your agreement, so we may contact you at any point in the future (including by telephone and email) for ongoing services and marketing purposes for example, with valuations, details of products and services.

Name	
Signature	
Date	

Name	
Signature	
Date	

WITHDRAWAL OF CONSENT

If at any time you wish us, or any company associated with us, to cease obtaining, using, processing and disclosing personal data about you, please contact us to withdraw your consent:

In writing: Data Protection Officer
Church's Financial Planning Limited
2 Holt Barns
The Kilns
Frith End
GU35 0QW

Telephone: 01420 479463

Subject to certain exceptions, you are entitled to have access to your personal data held by us.

THIRD PARTY AUTHORISED PERSONS AUTHORITY

Authorised Persons

We authorise Church's Financial Planning Limited to give information and provide valuations to the 'Authorised Persons" or "Authorised Entity" named.

- The AUTHORITY DOES NOT extend to any other authority, for example agreeing to new investments, fund-switching or any form of encashment.
- An 'Authorised Person' cannot sign any forms or declarations on behalf of another 'authorised person'.
- An 'Authorised Person' must be aged 18 or over and of sound mind.
- The authority will REMAIN IN FORCE until cancelled in writing.
- Church's Financial Planning Limited may periodically request that the form is reviewed and re-signed.

Authorised Person	
Authorised Entity	

Authorised Person	
Authorised Entity	

Client Declaration

We agree Church's Financial Planning Limited can disclose all details of our holdings, investments, pensions and valuations to an "Authorised Person" or "Authorised Entity" until further notice.

We undertake to inform Church's Financial Planning Limited immediately should there be any material change in our relationship.

Name	
Signature	
Date	

Name	
Signature	
Date	

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