

#### **CLIENT AGREEMENT**

**Portland Financial Planning Limited (PFP)** is authorised and regulated by the Financial Conduct Authority. FCA Number 153582. You can check this on the FCA's Register by visiting the FCA's website <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by contacting the FCA on 0800 111 6768.

#### **Our Commitment to You**

Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk. Any advice provided will be confirmed to you in writing.

PFP takes all our regulatory responsibilities very seriously and we ensure that all our staff are required to demonstrate their competence to undertake their role and our business is structured in a manner that is designed to meet in full all the requirements set by our regulator, the Financial Conduct Authority, and under European Securities and Market Authority rules.

#### **Client Classification**

PFP classifies all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA). Should you wish to be classified differently for investment business, please discuss this with your adviser. Your adviser will inform you should your circumstances dictate that we would need to classify you differently for non-investment insurance business.

#### **Methods of Communication**

Unless you advise us otherwise, we will communicate with you via Face to Face, E-mail, Telephone & Letter. All communications and documents will be provided to you in English.

#### **Investment and Non-Investment Insurance Services**

PFP is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts. The firm does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

# Scope of Advice - Investments - Independent Advice

We will only provide advice and make a recommendation to you having fully assessed your financial needs and objectives. This means that we will spend some time discussing with you: what you want to achieve financially and see if the advice and services that we offer are going to be appropriate to address them. It is important to us that you fully understand how we go about doing this, so please do ask us for more detail if anything is unclear to you.

In respect of the financial products that we use, we do not restrict ourselves to certain types of products. We will look across a range of products which are called Retail Investment Products, we will also look at Cash ISAs, National Savings Products and structured products as well. We use research tools to select these products using criteria set to meet your needs and will not use pre-determined lists or only a small range of preferred providers. We aim to find the right product to meet your needs on each and every occasion.

In respect of the product providers that we use: we do not restrict our advice to certain companies. Instead, we use research tools to help us find the company that provides the right products to meet your needs.

#### **Portland Financial Planning Limited**

95 Highfields, Shrewsbury, Shropshire SY2 5PJ

01743 365 813 | info@portland-fp.co.uk | portland-fp.co.uk

#### Scope of Advice - Non-investment Insurance

We offer products from a range of insurers on the basis of a fair analysis of the market, for Term Assurance, Critical Illness and Income Protection. We will advise and make recommendations for you after we have assessed your needs.

#### **Best Execution**

It is our policy to transact your business in order to achieve the best possible results in terms of the: Price of products, providers and services, Cost of advice, Speed, Size and Nature of the transaction & Effectiveness of the Platform/ Provider/ Service Provider. A copy of our Best Execution Policy is available on request.

#### **Accounting to You**

We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

#### **Introductions to Third Parties**

We may receive a fee for making introductions to a third-party product or service provider. Should we receive a fee we will confirm in writing to you what that fee will be. When acting as an introducer, marketer or promoter of a scheme, no responsibility is accepted for any matters arising from the referral to the scheme product provider. It is your responsibility to ensure that you enter into separate Terms and Conditions with the third-party adviser.

#### **Conflict of Interest Statement**

We have a legal and regulatory obligation to take all appropriate steps to identify and to prevent or manage conflicts of interest from arising. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks.

#### **Complaints**

If you wish to register a complaint, please contact us in writing at the address on the front of this agreement or telephone us on 01743 365813. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Their website address is www.financial-ombudsman.org.uk

#### **Compensation Arrangements**

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at www.fscs.org.uk or call 0800 678 1100. Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or 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 for 100% of the first £85,000 per person per firm, so the maximum compensation is £85,000 per person per firm.

# **Deposits**

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISAs) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union, for a six-month period if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

#### Protection and non-Investment Insurance mediation

Protection is at 100% without limit, where the claim is in relation to a long-term care insurance contract that is a pure protection contract, or the claim is in respect of a liability subject to compulsory insurance.

In all other cases: 90% of the claim without limit.

# **Data Protection - Customer Privacy Notice**

#### Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (Your Personal Data). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

#### What do we mean by "Your Personal Data"?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date or birth, National Insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity. In the context of providing you with assistance in relation to your Investment and/or Insurance requirements.

#### Your Personal Data may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing investment, mortgage and/or insurance products and the terms and conditions relating to these

# The basis upon which our Firm will deal with Your Personal Data

When we speak with you about your investment and/or insurance requirements we do so on the basis that both parties are entering a contract for the supply of services. In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal data for contractual responsibilities we may owe our regulator The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

#### The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance needs, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "Criminal Disclosures"). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice. Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

#### How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to investment and/or insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

# What happens to Your Personal Data when it is disclosed to us?

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (websites, email, hard drives, and cloud facilities). This information can only be accessed by employees and consultants within our Firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service
- Submit Your Personal Data to Investment & Pension Product Providers and/or Insurance Product providers, both
  in paper form and on-line via a secure portal. The provision of this information to a third party is essential in
  allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions
  or administrative issues that providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any
  investment and/or insurance you may take out, or to inform you of any developments in relation to those products
  and/or polices of which we might become aware

#### **Sharing Your Personal Data**

From time to time Your Personal Data will be shared with:

- Investment & Pension Product Providers, Commercial Lenders and/or Insurance Product providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our Compliance Advisers, Product specialists, providers of legal services such as estate planners (in each case where we believe this to be required due to your particular circumstances).

In each case, your Personal Data will only be shared for the purposes set out in this customer privacy notice, i.e. to progress your Investment & Pension and/or Insurance enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

We do not envisage that the performance by us of our service will involve Your Personal Data being transferred outside of the European Economic Area.

#### Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party. We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us. Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

#### Your rights in relation to Your Personal Data

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety

#### How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact Ben Walters, the Data Protection Officer. If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <a href="https://ico.org.uk/global/contact-us/">https://ico.org.uk/global/contact-us/</a> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

#### PORTLAND FINANCIAL PLANNING- SERVICE STANDARDS

# PFP strives to provide you with a comprehensive specialist financial planning service that encompasses investment, pension, long term care, protection & financial estate and tax planning. You can select just our core services for "one off" advice or core and ongoing services to ensure the advice remains appropriate to your continuing needs and circumstances.

# The Benefits to you The benefits of this service mean that: Your financial affairs will be managed pro-actively and professionally. You will have access to our expertise and external specialists (such as Accountants, Solicitors and Stock Brokers) where required. You will have face to face meetings with your adviser and, where appropriate, external specialists. All your financial needs can be met by this bespoke service.

Our on-going services  We offer two ongoing service options to suit your specific needs in the areas you have identified as being important to you. Considerations when choosing the level of service are the nature of the investment/pension solutions we have helped you put in place, the size of the funds we are looking after for you, how much you wish us to do for you, how frequently you would like us to contact you and how frequently you would like to meet to review your financial plan.
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Service A Bespoke fund recommendations Or External Discretionary Managed fund service	Fund Management Service
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Service B Provider managed funds	<ul> <li>One invitation to review your investments per annum to include valuation update, re assessment of your attitude to risk and review of your investments against your objectives</li> <li>Pro-active contact in the event of legislative or tax changes and appropriate planning thereafter.</li> <li>Portfolio valuations at any time</li> <li>Unlimited telephone and e mail access to an adviser</li> </ul>
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#### Costs of our services

#### **Core Services**

The cost of our services will be agreed with you prior to any work being undertaken and confirmed in our Client Engagement Letter which we will ask you to sign.

We will agree and confirm the cost of our advice with you but typical charges are as follows:

#### Investment/Pension Advice

Our fee is 2% of investable assets, subject to a minimum fee of £1,500. This applies to initial investment advice. Any further contributions into an existing plan/s will be charged at 1% of the investable assets subject to a minimum fee of £500.

#### **Regular Contribution**

Our fee is £500.00. This may be payable by cheque / bank transfer or as a deduction from your investment of £41.66 over 12 equal monthly payments. This fee is waived if a regular contribution is arranged in conjunction with other investments.

# **Annuity**

2% of the net fund value (after any tax-free cash is taken) subject to a minimum of £1,500

# **Ongoing Services**

#### Service A

An amount equal to 1% pa of the funds under influence, subject to a minimum fee of £1000 per annum

#### Service B

An amount equal to 0.75% pa of the funds under influence, subject to a minimum fee of £750 per annum

#### Protection

We will be remunerated for protection advice via a commission derived from the product provider. You will receive a Client Specific Illustration which will detail any other fees relating to your particular insurance policy.

# Typical Examples of the Costs of our services

#### **Core Services**

Core services charged as a percentage of funds to be invested as above.

#### **Lump Sum Investments and Transfer Advice Implementation Fees**

Investment Amount	Our Charge
£50,000	£1,500 (min)
£150,000	£3,000

£250,000 £5,000
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**Regular Premiums** 

Regular Amount	Our Charge
£100 per month	£500 (min)
£300 per month	£500

**Annuity** 

Net Fund Amount	Our Charge
£50,000	£1,500 (min)
£150,000	£3,000

**Ongoing Services** 

Funds Under Influence Wrap Based	Our Ongoing Charge 1%
£50,000	£1000 (min)
£150,000	£1,500
£250,000	£2,500

Funds Under Influence Non- Wrap Based	Our Ongoing Charge 0.75%
£50,000	£750 (min)
£150,000	£1150
£250,000	£1875

# **Payment for Services**

Ongoing charges will increase and decrease in line with the fund value

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this, we will always confirm the amount and payment method verbally and in writing to you in our Client Engagement Letter prior to any work being undertaken.

Generally, we will ask you to pay for our services at the end of the advice process after any recommendations have been implemented. If we have agreed to provide advice only without implementation, we will ask you to pay after the advice has been given.

We will defer payment of fees under certain circumstances i.e. where it is necessary for them to be paid from the tax-free cash element of a pension plan. If we advise you to transfer from one product to another, in order to treat our customers fairly, there may be times where we voluntarily suggest and agree to delay the deduction of our fees for improved tax efficiency. In all cases, we will confirm the timing of any deduction/s for our fees.

With regard to investments and protection contracts which we have arranged for you, these will not be kept under review unless the ongoing service has been chosen.

The payment for our services can be facilitated either by a direct payment from yourselves or by way of a deduction from the investment amount sent to a fund manager or provider prior to its investment.

As an example, if you invest £100,000 the charge applied will be £2,000. If this is deducted from the investment £98,000 will be applied to the investment vehicle.

Please note that there is a possibility that other costs, including taxes, could be incurred related to transactions in connection with investment business that are not paid via the firm or imposed by it.

Our firm does not currently charge VAT.

We will provide you with information regarding the costs at least annually to help you understand the overall cost and the cumulative effect on the return of the investment.

There may be circumstances where you require advice that will not result in us arranging pensions or investments on your behalf. In these circumstances we will charge out our services at a rate of £150 per hour. We will agree this in advance with you and give you an estimate of the overall total cost before proceeding with any chargeable work.

# Termination of our services (Initial Advice)

You or we may terminate our authority to act on your behalf at any time.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination.

#### Termination of our services (On-going Advice)

You have the right to cancel payment for our on-going services by giving immediate notice. Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further on-going advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation

# (Client Copy) Portland Financial Planning Limited - Client Engagement Letter

**General -** This is our standard letter of engagement upon which we intend to rely. The services to be provided are detailed in our Client Agreement and our agreed charges are detailed below. 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.

**Data Subject Consent** – I hereby grant Portland Financial Planning Limited consent to process my personal data for the purpose stated in the Privacy Statement contained in this agreement.

**Marketing Consent -** I, hereby grant Portland Financial Planning Limited consent to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services that we think may be of interest to you and by any means of communication that is suitable at the time. If you do not indicate your agreement for **us** to make contact with you, we may be unable to provide you with details of products and/or services that may suit your needs and circumstances. We would like to maintain a record of your express consent for **us** to contact you by post, telephone, SMS, email and instant messaging for marketing our products or services that we think may be of interest to you. Please indicate your consent to **us** contacting you by any of the means specified below:

Post 🗌	Phone 🗌	SMS	Email 🗌	Instant Messaging (Whatsapp or similar service)
Conflicts	of Interest – I	hereby confirm	m I have rea	d the Conflicts of Interest Statement contained in this agreement
•	or Services - wing basis.	I /We wish to	engage Por	tland Financial Planning Limited to provide the following services

Core Services	Tick as	Agreed	Charge	
Initial Advice chargeable as 2% of funds to be invested (Min £1500)		% / £		
Further Advice chargeable as 1 % of funds to be invested (Min £500)			%	
Standalone Regular Premium Plan £500		£		
Annuity Services - 2% of net fund value (Min £1500)			%/£	
Protection Plans		Product	Provider	
On-going Services		Agreed Charge		
Solution A (Min £1000)		1%		
Solution B (Min £750)		0.75 %		

#### **Method of Payment**

Core Services – tick as appropriate					
Single Investments	Cheque / Bank Transfer		Deduction from Investment		
Regular Premiums	Cheque / Bank Transfer		12 payments of £41.66 deducted from Investment		
Ongoing Services – tick as appropriate					
	Standing Order		Deduction from Investment		

I/We agree that this Client Engagement Letter will come into effect from the date of signature.

Client Name (s)			
Client Signature (s)			
Date of Issue	Date of Signature		

# (Firm Copy) Portland Financial Planning Limited - Client Engagement Letter

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Further Advice chargeable as 1 % of funds to be invested (Min £500)			%	
Standalone Regular Premium Plan £500			£	
Annuity Services - 2% of net fund value (Min £1500)			%/£	
Protection Plans		Product	Provider	
On-going Services		Agreed C	harge	
Solution A (Min £1000)		1 %	)	
Solution B (Min £750)		0.75	%	

#### **Method of Payment**

Core Services – tick as appropriate					
Single Investments	Cheque / Bank Transfer		Deduction from Investment		
Regular Premiums	Cheque / Bank Transfer		12 payments of £41.66 deducted from Investment		
Ongoing Services – tick as appropriate					
	Standing Order		Deduction from Investment		

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Client Name (s)			
Client Signature (s)			
Date of Issue	Date of Signature		