

## **Landmark IFA Ltd - Client Agreement**

This agreement is issued on behalf of Landmark IFA Ltd of 60 St Leonards Street, Stamford, PE9 2HU, Company No. 4643439. FSA Registration Number 225538.

### **Independent Financial Advice**

Landmark IFA Ltd is authorised and regulated by the Financial Services Authority to provide investment advice and arrange and effect transactions relating to pensions, pension transfers, unquoted shares, regulated and unregulated collective investments and protection policies.

We operate independently and therefore provide investment services from across the whole market. We are also authorised to arrange and effect transactions in other investments such as stocks and shares through a duly authorised intermediary. You can confirm this by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

Landmark IFA Ltd are Independent Financial Advisers.

### **Client Classification**

Each client with whom the firm does business is categorised as to identify the appropriate level of regulatory protection. We propose to classify you as a 'Retail Client' for Investment purposes and 'Consumer' for non-investment insurance purposes.

### **Advice**

We will advise only on those areas that you have asked us to. We will normally inform you of the basis on which we have made our judgement in arriving at the advice given. The advice or recommendation offered to you will be based upon your stated investment objectives, your acceptable level of investment risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you with a 'suitability report' to confirm our recommendation. Unless otherwise agreed with you, we will not place any restrictions on our recommendations. We act as your agent in advising you and arranging investments for you.

We will also arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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 are due, involving a series of transactions, we normally hold each document until the series is complete, and then forward them to you.

### **Investment Risk**

You should be aware that many investment transactions involve an exposure to risk and volatility. Whenever we carry out any investment business services for you, we shall point out to you our understanding of the advantages and disadvantages involved and the degree of investment risk to which you will be subject.

### **Statement of Review**

Where we have arranged any investments for you, unless you specifically request it, these investments will not be kept under review and we will not give you any further advice on them. We may however advise you further at any time should you so request.

We also may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Where you select your own investments and are not receiving any advice from us as to their suitability or merit, then you take responsibility for those investments' suitability to your circumstances and requirements. If we agree to arrange such self-selected investments for you, we may do so subject to an 'appropriateness test' to confirm your understanding of the nature of the investments and the risks involved.

If you are making an investment following an offer made to you, without consideration of your specific circumstances (direct offer), you will also then be taking responsibility for the investment's suitability to your circumstances and requirements.

We no longer offer advice on the suitability or merits of contracting in or out of the State Second Pension. We will however, upon request, provide you with relevant information in order to assist you in this decision process. We reserve the right to charge a fee for this service and we will make you aware of any costs before providing such service.

### **Client Money**

We do not hold client monies for investment business and all payments for investments should be made payable to the Product Provider concerned. If we receive money payable to you we will forward it to you at the latest address we have for you by crossed cheque or, if you have given details of your bank account and so request, to that account at your bank.

### **Paying for services**

Not all firms charge for advice 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 are to be paid.

In all cases, we will notify you of the fees and/or commissions payable to us prior to conducting business.

#### **We can be paid by a fee**

In this case, whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

#### **We can be paid by commission (or product charges)**

If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission payable. These charges reduce the amount left for investment. We will tell you how much the commission will be before you complete an instruction for investment, but you may also ask for this information earlier.

#### **We can be paid by a combination of commission and fee**

In some circumstances, we may also charge a fee on top of any commission we might receive.

#### **If you wish to cancel a regular premium protection or pension policy**

We ask that you speak with us before stopping regular payments to a protection or pension policy.

## **Our Fee Option Examples**

### **Hourly rates**

We will agree the rate we will charge before beginning work.

Our typical charge for initial advice and arranging transactions are:

Financial adviser	£85-£175 per hour
Paraplanner (research, compliance and administration	£50 per hour

Our typical charge for ongoing support/servicing is a fee of up to 1.0% per year of the value of the investments being serviced/reported upon.

### **If you choose the combination of commission and fee option**

We will charge you a combination of fees and commission.

The actual amounts will depend upon the service provided to you but will not exceed the maximum fees set out above the maximum commissions set out in the tables below.

You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. We are able to quote a fixed fee for a specific project, please ask us for more information. To avoid possible confusion later, it is our policy to ask clients to sign a fee agreement before undertaking any chargeable work.

### **Our Commission Option**

We will confirm the actual amount to you before you buy a product. The table below illustrates our maximum rates of commission.

#### **Regular Contributions – maximum example commissions based on £100 per month**

Collective Investment	4% of all payments plus 1.0% of your fund value each year from year 1
Whole of Life Policies	150% of the first 12 months payments plus 2.5% of all payments from month 13
Personal and Stakeholder Pension	50% of the first 12 months payments plus 0.5% of your fund value each year from year 1
Life and other protection policies	205% of the first 12 months payments plus 2.5% of all payments from month 49

#### **Lump Sum Investment – maximum example commissions based on £10,000 invested**

Collective Investment	4% of the amount you invest plus 1.0% of your fund value each year from year 1
Investment Bonds	4% of the amount you invest plus 1.0% of your fund value each year from year 1
Personal and Stakeholder Pension	4% of the amount you invest plus 1.0% of your fund value each year from year 1
Annuities	2.5% of the amount you invest
Income Drawdown	4% of the amount you invest plus 1.0% of your fund value each year from year 1

### **Material Interest**

We will act honestly, fairly and professionally when conducting business with our clients. 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 if we become aware that our interests or those of one of our other clients conflict with your own interest, we will write to you and obtain your consent before we carry out your instructions, detailing the steps we will take to ensure fair treatment for you.

### **Rights to Cancel**

We will inform you of your statutory right to cancel. Regulatory Directives normally grant you 30 days in which you may cancel a life or pension contract and 14 days for most other investments. However there will be occasions where no statutory rights are granted. In any such circumstances, this will be explained before any contract is concluded.

Information on your right to cancel or whether no right to cancel arises and any other termination rights and penalties will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

### **Complaints**

We always strive to give the highest possible standards of service and advice. However, if you do have any complaint about the service or advice you receive please write to John Kellas-Kelly at our registered office. If you are not satisfied by our investigation and response, you may then have the right to refer your complaint to the Financial Ombudsman Service. (FOS)

### **Compensation Scheme**

We are 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.

Most types of investment business are covered for up to a maximum limit of £50,000.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Mortgage advising and arranging is covered for up to a maximum of £50,000.

Further information about compensation scheme arrangements is available from the FSCS. ([www.fscs.org.uk](http://www.fscs.org.uk))

### **Data Protection**

The information you provide to us is subject to the Data Protection Act 1998 (the "Act"). By signing this document, you consent to us 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 FSA or any other statutory, governmental or regulatory body for legitimate purposes.

You may be assured that we, or any company associated with us, will treat all personal data and sensitive personal data as confidential and we will not process it other than for legitimate purposes. 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, for which you may be charged a fee.

### **Law**

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

### **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 provided shall be settled to that date.

### **Records**

We keep records of all our business transactions for six years and indefinitely for Pension Transfers and Free Standing Additional Voluntary Contributions. You may inspect copies of all documents on your client file. Unless you notify us to the contrary, we shall regard ourselves as authorised by you to provide information to your professional advisers and any other parties in the conduct of their business with you.

### **Third Party Rights**

These terms of business exclude any rights, which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999.

### **Declaration**

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

### **Client consent**

I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Terms of Business will come into effect from the date of issue.

- Please tick if you do not consent to us processing any such sensitive data.**
- Please tick if you do not consent to us to contact you for marketing purposes by e-mail, telephone or post.**

**I have chosen the firm to be remunerated by**

<input type="checkbox"/>	<b>Payment of a fee.</b>
<input type="checkbox"/>	<b>Payment by commission (or product charges).</b>
<input type="checkbox"/>	<b>Payment by a combination of commission and fee.</b>

<b>Client Name(s)</b>		
<b>Client Signature(s)</b>		
<b>Date of issue</b>		