

# Our client agreement



## Regulation

Glamorgan Financial Services Limited is authorised and regulated by the Financial Services Authority (FSA) and bound by its rules. Our regulated identification number is 429941 and you can visit the FSA website to confirm our details at [www.fsa.gov.uk](http://www.fsa.gov.uk).

## Our Service to You

Glamorgan Financial Services offer independent financial advice. This means we act on behalf of our clients, advising and arranging products from the whole of the market place. We will always establish exactly what your needs and objectives are prior to providing you with any advice.

Our role is one of an intermediary within the marketplace seeking out the best possible solution for you. If we arrange any contract(s) under your instructions, we will agree the level of service that you will receive in the future in writing to you. We will always confirm to you in writing the rationale behind any advice recommended or transaction carried out on your behalf.

## Products

We will advise on and act as an Intermediary to arrange all products from the whole of the market, dependent upon your circumstances and requirements.

We are **NOT** authorised to offer advice in relation to Occupational Pension Schemes but we may refer you to someone who is qualified in this area.

Our Independent status places no restriction on the advice we give or the solutions we identify to meet our client needs.

## Scope of Service

Neither Glamorgan Financial Services nor its employees are qualified to provide legal or accounting advice or prepare legal or accounting documents.

We may where appropriate refer you to a suitably qualified professional but this will not constitute advice and you must satisfy yourself of their qualification and ability to act on your behalf and carry out your instructions. We cannot accept responsibility for taxation advice.

## Investment Risk

All forms of investment involve risk. Investment products we recommend may fluctuate in value and depend on the financial markets that are outside of our control. You are advised that because investments can fall as well as rise in value and/or the level of income produced, you may not get back the full amount invested. Past performance is not necessarily a guide to the future and so you should ensure that you read all the documentation provided to you and only proceed when you are satisfied you understand the risks involved.

Specific warnings relevant to the investments we recommend will be highlighted to you in the product literature you receive before you make an application and will typically be followed by a Right to cancel after your application is accepted. All recommendations made to you will be confirmed in a "Suitability Report" which we will send to you.

## Right to cancel

In most cases you can exercise a right to cancel by withdrawing from a 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 later, when you have received the contractual terms.

## We Do Not Handle Clients' Money

We do not accept cash or cheques made payable to us (unless it is a cheque made payable to us in settlement of fees, charges or disbursements for which we have sent you an invoice). Cheques for premiums, investments, contributions and so forth should always be made payable to the relevant insurer, investment manager or pension provider.

## Record Keeping

We will retain records for advice that we provide in accordance with our regulatory obligations.

## Termination of Authority

You, or we, may terminate our authority to act on your behalf at any time, without penalty. If you want to terminate our authority, you must write to us at our address shown and give us one month's notice. If we want to terminate our authority, we must give you one month's notice by writing to you at the correspondence address we hold for you. We will treat our letter as having been received by you three days after posting it to you.

You or we may terminate our authority to act on your behalf immediately if we or you reasonably believe there are serious grounds for immediate termination.

Termination of this agreement shall be:

- 1) Without prejudice to the completion of any transaction already initiated and any transaction outstanding at the time of termination will be settled and delivery made
- 2) Without penalty or additional payment except that you will remain obliged to pay our agreed fees and charges accrued and due to us.

## Client Categorisation

Under the FSA Rules, there are 3 types of clients who we can provide advice to:

1. Retail client
2. Professional client
3. Eligible counterparty

Unless confirmed otherwise in writing Glamorgan Financial Services Limited will treat all clients as "Retail Clients" so that you will receive the highest level of protection available under current financial services regulations. Clients categorised as "professional clients" or "eligible counterparties" may not have access to the Financial Ombudsman Service (FOS) or Financial Services Compensation Scheme (FSCS).

## Force Majeure

Glamorgan 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.

## Confidentiality & Data Protection

Information you provide to us is subject to the Data Protection Act 1998. 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 FSA or any other statutory, governmental or regulatory body for legitimate purposes, including where relevant, 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 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 this information.

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 a statutory maximum) for supplying you with such data.

## Conflict of Interest

When offering independent financial advice, occasions may arise where we, or one of our clients, may have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interest, we will inform you in writing and ask for your consent to carry out your instructions.

**The principals of Glamorgan Financial Services Ltd have a minority shareholding in Capital Reward Limited. Capital Reward Limited is a subsidiary of our compliance support company and generates as income from the placement of business with certain providers. The business placed is intended to add value to the shares in the company and the long term aim is for shares to be sold, thereby providing a deferred cash benefit to the shareholders. The existence of the shareholding and any potential benefit will in no way influence our recommendation in relation to the most suitable product or provider.**

## What to do if you have a complaint

If you wish to register a complaint please contact us :

.... *In writing*

The Complaints Officer,  
Glamorgan Financial Services Limited,  
105a Talbot Road, Talbot Green RCT CF72 8AE

.... *By phone*

Telephone: 01443 222255

Complaints will be handled in accordance with Financial Service Authority rules. You can ask us for a copy of our Complaints Procedures and we will provide this.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.

### **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. A full explanation of the scheme is available on request.

### **Deposits**

Cash deposits in Banks and Building Societies are covered up to £85,000 per person per authorised firm.

### **Investment (e.g. unit trusts; OEIC's etc)**

Most types of investment business are covered up to 100% of the first £50,000.

### **Insurance**

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.

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

### **Client responsibilities**

Glamorgan Financial Services Limited cannot adequately perform its duties and responsibility to its clients unless it receives a client's full co-operation. A client therefore agrees to provide any information that Glamorgan Financial can reasonably expect to receive to discuss objectives and needs. You should keep Glamorgan Financial informed of any changes to your circumstances which may affect the suitability of any product or on-going service level agreed at outset.

You should read all documents provided by us and notify us immediately should there be any factual inaccuracies or if you are unclear on any matter.

**You can accept or reject completely or in part any recommendation from Glamorgan Financial Services.**

### **Assignment and 3<sup>rd</sup> Party Rights**

This agreement is personal to you and cannot be assigned or transferred by you. No one who is not a party to this agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

### **Communications**

We may rely on and act on instructions and communications which we reasonably believe have been given by you or on your behalf whether or not in writing unless you notify us in writing to the contrary.

We may record telephone calls for training purposes.

### **The Law**

English Law will be the basis of this contract and the language in which this contract will be interpreted, and all communications will be conducted in English.

### **Professional Indemnity Insurance**

Glamorgan Financial Services Limited carries professional indemnity insurance to the value of £2,000,000 in order to protect ourselves and our clients.

### **Treating Customers Fairly**

Glamorgan Financial Services Limited are committed to providing excellent service and ensuring that our clients clearly understand the reasons behind our advice and recommendations. In addition, we aim to provide clients with the right amount of information, so they can make informed decisions in regard to their financial circumstances, needs and priorities.

You may receive a Client Questionnaire in the future. Completing it means you will help us to provide an excellent service on an ongoing basis and it also allows us to measure the effectiveness of our training and development programme.

If you would like to know more please follow this link: [www.moneyadvice.service.org.uk](http://www.moneyadvice.service.org.uk)

## Payment for services

We will always agree with you in advance how we will get paid for our services. As an Independent Financial Adviser, we can be paid by fees, commissions or a combination of both. Clients have the choice of meeting our fees either directly (in which case we will issue you with an invoice) or from investment deductions.

### Insurance & Protection Services & Costs

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 implementation of this/these for you and confirm our recommendation in writing.

We do not charge a fee for our insurance and protection service as we will normally receive commission from the policy provider. This payment will not be subject to VAT and payments do not include payment for regular reviews unless specifically agreed by us.

Before carrying out our recommendation we will agree to our fee terms so you know exactly what our services will cost you. Our fees can be settled either directly from yourself or through investment deduction.

### Advice & Establishment Fees

This is a one off fee of the capital sum invested or monthly contributions made into a plan we have arranged on your behalf. This fee starts at 3% but reduces to 1% dependent upon the size of the investment. The tiers of funds invested are listed below.

£1,000,000 and over	1% initial fee
£200,001 to £999,999	2% initial fee
Up to £200,000	3% initial fee

e.g. If we arrange an investment of £100,000 our establishment fee would be £3,000.00.

### Annual service and management fees

#### Standard annual fee of 0.5% of total funds under our advice

We have 4 different client service propositions which are all tailored to different client's circumstances, needs and funds under our advice. We will discuss and agree at outset which service charter best suites your requirements and agree our fee terms so you know exactly what our services will cost you.

e.g If your portfolio is valued at £300,000 and you have selected The Wealth Management Service (0.50%) the ongoing management fee we would receive is £1,500 based on the value of your investment at each 12 month anniversary, and paid pro-rata in arrears. The amount you pay will fluctuate with the value of your investment.

At every subsequent client meeting we will review our service level to make certain our service takes into account your change in circumstances.

### Employee benefit fees

For arranging Group Pension Schemes, we will tell you our fees and agree these in writing before proceeding. We may issue you with a separate fee agreement.

### Fixed Fees will apply as follows:

Pension Transfer / Switching Review	£500
Property Purchase via Self Invested Personal Pension (SIPP) or Small Self-Administered Scheme (SSAS)	£500
Pension Asset review to include Retirement Income Forecast	£300

Fixed Fees are applicable to specialist areas of advice, for impartial and independent advice and may not result in a recommendation to purchase a product. For this reason Value Added Tax (VAT) may be applicable but we will tell you if this is the case before we proceed.

The Fixed Fee can however be offset against any fees received through product recommendation.

## Service Options

### **Bespoke Management** **(Portfolio value £500,000 or above)**

Ideally suited to those clients who have accumulated wealth and require continued advice and support to manage their affairs.

- ❖ *Unlimited face to face meetings*
- ❖ *At least one Update Review*
- ❖ *Unlimited telephone contact*
- ❖ *Liaison with Other Professionals*

### **Wealth Management** **(Portfolio value £150,000 - £500,000)**

Ideally suited to those clients who are accumulating wealth and whose affairs could over time become more complex.

- ❖ *Up to two face to face meetings*
- ❖ *At least one Update Review*
- ❖ *Unlimited telephone contact*
- ❖ *Liaison with Other Professionals*
- ❖ *File maintenance*

### **Investment Management** **(Portfolio value £50,000 - £149,999)**

Ideally suited to those clients who require a financial plan to increase their wealth but require structured and regular communication.

- ❖ *One face to face meeting*
- ❖ *One Update Review*
- ❖ *Unlimited telephone contact*
- ❖ *Liaison with Other Professionals*
- ❖ *File maintenance*
- ❖ *Newsletter and regular updates*

### **Financial Solution Service** **(Portfolio value up to £49,999)**

Ideally suited to those who require professional assistance in the choice and arrangement of a particular financial product, rather than ongoing financial advice and support.

- ❖ *No face to face meeting*
- ❖ *No formal review service*
- ❖ *Unlimited telephone contact*
- ❖ *Financial Checklist once a year*
- ❖ *Newsletter and regular updates*
- ❖ *File Maintenance*

### **Universal Service Content for all Service Levels**

- ❖ *Independent Financial Advice*
- ❖ *Full data and File Maintenance*
- ❖ *Record keeping and reporting*
- ❖ *Correspondence Management*
- ❖ *Investment Reports and valuations ( upon request for Investment Management & Financial Solution Service)*

Our Update Review will include (but not be limited to) covering things such as

- **Personal Review / Family Review**
- **Strategy for the year ahead**
- **Investment Portfolio review**
- **Legislation & Taxation**
- **Optimising Tax efficiency**
- **Retirement planning**
- **Estate Planning**
- **Protection needs**

## **Client Agreement & Service Level**

### **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 before signing them. If you do not understand any point please ask for further information

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

#### **The Service Level chosen and agreed**

- Option 1 Bespoke Management
- Option 2 Wealth Management
- Option 3 Investment Management
- Option 4 Financial Solution Service

We / I have elected to upgrade our /my Service Level and understand that higher costs will apply to provide this.

#### ***Upgraded Service Level selected***

\_\_\_\_\_  
We / I are/ am happy that Glamorgan Financial Services Limited receiving payment commensurate with the Service Level agreed.

The cost of upgrade is to be met

- Directly by the client
- An increased fee on funds under management

#### **Client Declaration**

Date Issued\_\_\_\_\_

Name\_\_\_\_\_

Signed\_\_\_\_\_

Name\_\_\_\_\_

Signed\_\_\_\_\_

Date\_\_\_\_\_

#### **Adviser Promise**

Adviser\_\_\_\_\_

*On behalf of Glamorgan Financial Services Ltd*

Signature\_\_\_\_\_

Date\_\_\_\_\_