

## **Our Client Services Agreement**

Scott and Casey Financial Management is authorised to advise on and arrange life assurance, pensions, investments in authorised collective investment schemes, Unit Trust, and ISA's and is bound by the **Financial Conduct Authority (FCA)** rules. Our services may also include advice on investments relating to or executing transactions in units in unregulated investment schemes or investments that 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 cases, it may not be possible to deal in the investments or obtain reliable information about its value. Some of these products are not covered by the regulations of the Financial Conduct Authority.

We have a history going back to the early nineteen nineties and have built our clientele from mainly referral and recommendations.

The FCA requires us to classify our clients as either 'retail' (personal) or 'professional' (business). We prefer to classify all our customers as 'retail' so that you get the highest level of consumer protection under the UK financial regulatory system and in some cases, access to the Financial Ombudsman Service. If we agree to classify you as either a high net worth or professional or sophisticated investor, we will send you a separate agreement, which will clarify your rights.

Our advisers are fully qualified, trained and experienced in helping clients achieve their financial objectives or deal with situations they face and are happy to do so in a way that fits in with you.

Any advice or recommendation made to you will be based upon your stated objectives any restrictions relating to the type of investment or markets on which you wish transactions to be executed. Any advice will take into account your attitude to investment risk and tolerance to financial loss.

Unless you advise us to the contrary, we will assume that you do not wish to place any restrictions on the advice that we may provide to you.

**The value of investments can fall as well as rise and you may not get back what you originally invested. Please remember that past performance is not a guarantee of future success.**

We will write to you to confirm the basis and reason for recommending any transaction made on your behalf including details of your investment objectives and any restrictions that you placed on the type of advice, investments, or policies that you were willing to consider.

The following information designed to explain our service so that you can understand both our approach and remuneration options as well as form the basis of our relationship.

We look forward to working alongside you over a long period of time.

## **Our Range of Services**

### **Investment Business**

We offer products from the whole market and class ourselves Independent financial advisers. We will make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

We offer a core service to all of our clients as well as an optional enhanced service

**Our core service includes as standard the following services and commitments as the foundation of our adviser and client relationship and includes.**

Detailed fact-finding analysis of your financial position and objectives, including the assessment of available budgets and resources and your attitude to investment risk.

Detailed research to source suitable investment solutions, as well as potential product partners to assist in the implementation of your financial objectives.

Production of a detailed client suitability report, including any associated financial health-check confirmation, Key features illustrations, Key Investor Information Documents and Performance Data.

Delivery of the appropriate our recommendation(s) on both the approach and chosen product partner(s) and provide opportunity for sufficient question and answers.

Assistance in the implementation of the recommendation via the completion of the associated documentation and the onward submission. This will include the where required the facilitation of meetings with product providers.

## **Core Ongoing Service**

We will offer you ongoing administrative client support and review including both product provider and client liaison via our office team.

**Our enhanced service is designed to provide our clients with the choice of whether to include a series of extra ongoing services for an additional annual cost and includes.**

Annual Review to monitor a recommendation's on-going position to ensure that the solutions continue to meet the requirements of the client especially where the client's circumstances change.

Assess where appropriate the need to rebalance a client's associated investment portfolio to ensure that it continues to meet the client objectives as circumstances change and that is still in line with agreed risk attitudes.

This will include where appropriate carrying out reviews of any Discretionary Fund Managers or third-party advisers to ensure that they are providing a satisfactory service in line with the agreed objectives.

### **Personal Insurance**

We can advise on products from a range of insurers for private medical insurance, permanent health insurance, life assurance and critical illness insurance and income protection.

We will advise and make a recommendation to you after we have assessed your needs and discussed your objectives taking into account whether your particular focus is cost or whether it is benefit driven.

### **Business protection Insurance**

We offer products from the whole market and class ourselves Independent financial advisers.

We will advise and make a recommendation for you after we have assessed your needs and discussed your objectives taking into account whether your particular focus is cost or whether it is benefit driven.

### **Mortgages**

We offer mortgages from the whole market.

We will advise and make a recommendation for you after we have assessed your needs. This will include completion of fact-finding and discussions as to your specific borrowing needs, and time horizons.

Full details of our services and charges can be found in our Mortgage Initial Disclosure Document, which are provided to all Mortgage clients or upon request. Certain lenders may from time to time offer products directly to the public rather than via an intermediary firm, with more favourable terms. Accordingly, our recommendation will be based upon the most suitable product available to intermediary firms. We may charge a fee for where you request us to review a product on your behalf that is not available through ourselves.

### **Our remuneration and charging options**

We will receive the agreed remuneration for our services on the basis of either a directly invoiced fee only, or by deductions via initial and ongoing plan charges and / or a combination of the two.

#### **Paying for our services.**

Whether you buy a product or not, you will pay us the agreed remuneration for our advice and services, which will become payable on completion of our work. We will provide you with full details of how much we are charging prior to completing the work.

If you buy a financial product, we may be able to receive our agreed remuneration via the product provider or platform.

Please note that if you chose to pay our fees by way of a deduction from a financial product this will reduce the amount left for investment and may, depending upon your circumstances have other consequences. If you select this option, we will discuss the implication of using this payment method with you prior to putting it in place.

If your investments are held on a platform, you may choose to pay our adviser charges out of the funds with the platform cash account (where the platform provider offers this facility). If this method is selected it is important that sufficient funds are maintained in the account to cover the adviser charges as and when they become payable.

The maximum amount of customer agreed remuneration we could receive will vary depending on the amount you invest and (sometimes) how long you invest or your age and the work we are asked to do.

### **Our Core Service charges**

3% initial advice and implementation charge plus an ongoing charge of 0.5% of the fund per annum – *Subject to the minimum charge of £600.*

For example, if you invest £50,000 our remuneration would be £1,500 at the outset. If the fund was worth £50,000 after one year we would receive £250 per annum.

If you invest £100,000 our remuneration would be £3000 at the outset. If your fund was worth £100,000 after one year we would receive £500 per annum.

### **Our Enhanced Service charges**

Additional 1% pa i.e. the total charge would be 3% initial advice and implementation charge plus an ongoing fee of 1.5% pa – *Subject to the minimum Charge of £600.*

For example, if you invest £50,000 our remuneration would be £1,500 at the outset. If your fund was worth £50,000 after one year we would receive £750 per annum.

If you invest £100,000 our remuneration would be £3,000 at the outset. If your fund was worth £100,000 after one year we would receive £1,500 per annum.

### **Minimum Charge**

Regardless of the service selected, we will make a minimum charge of £600 which will usually apply to small transaction size yet time consuming advice and services. This covers not only our costs, but additional costs such as professional Indemnity Insurance. This charge will not apply on Investments greater than £20,000.

### **VAT**

We will tell you if you have to pay VAT.

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 will discuss your payment options with you and answer any questions you have.

We will not charge or carry out any work for you until we have agreed customer remuneration terms with you.

### **Paying by a combination of directly invoiced fee and through product charges.**

We may agree to earn our remuneration via a combination of invoiced fees and deductions via product charges. The actual amounts will depend on the service provided to you but will be in line with the arrangements set out in the earlier sections.

### **Other benefits we may receive**

In addition to any commissions or fees we may receive, providers / fund managers / platforms may provide us with other non-monetary benefits for example adhoc training, which are designed to enhance our knowledge and ultimately allows us to provide you with a better service.

### **Personal Insurance and Business Protection Insurance**

Typically, we will receive a commission from the product provider. You will receive a quotation, which will tell you about this and any other fees that may apply.

### **Mortgages**

We charge a fee of £350 payable at the outset. We may also receive commission from the lender or need to charge a completion fee.

You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to it. If we charge you a fee, and your mortgage does not go ahead, our fee is non-refundable. Full details are provided in our Mortgage Initial Disclosure Document.

## **Authorisation and Regulation**

Scott and Casey Financial Management Limited are authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our Financial Services Register number is **213848**. Our permitted business is arranging and advising on savings and investments products, pensions, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FSA on 0800 111 6768.

If you wish to register a complaint, please contact us:

### **In writing**

The Compliance Officer, Scott and Casey Financial Management Limited, First Floor Office, H & E House, 9 East Road, Harlow, Essex, CM20 2BJ

**Phone:** 01279 636392

**Email:** [compliance@scottandcasey.co.uk](mailto:compliance@scottandcasey.co.uk)

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 at

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 0234567.

### **Financial Services Compensation Scheme (FSCS)**

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 up to a maximum limit of £50,000. Insurance advising, and arranging is covered for 90% of the claim without any upper limit.

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

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

With regard to investments that we have arranged for you, these will only be kept under review as part of an ongoing service for which you agree to pay. However, we will advise you upon your request for which we may make a one-off charge.

### **Marketing**

Scott and Casey may contact you in the future by means of an unsolicited promotion to discuss the relative merits of an investment or service, which we feel, may be of interest to you.

### **Conflicts of Interest**

We offer independent advice, but occasions can arise where we or one of our other clients will have some form of interest in business being transacted for a client. If this happens, we will write to you with details of our interest or those of our other clients and obtain your consent before we carry out your instructions.

### **Client Instructions**

We require our clients to give us instructions in writing (including faxes & email) to avoid possible disputes. We will, however, accept oral instructions provided they are confirmed in writing.

### **General Data Protection Regulation 2016**

We treat all confidential information given to us by clients in accordance with the General Data Protection Regulations 2016. You will be provided with a copy of our Customer Privacy Notice which sets out what data we collect, why we collect it and who we share it with and your rights.

## **Client Money**

We never hold client money.

Client money is money that is received and held on your behalf. This can be in any currency, cash, a cheque or money in a bank account.

### **We will not accept:**

A cheque payable to us (**unless it is for payment of fees due to us**)

Blank cheques

The following is **not** considered client money:

Crossed cheques made payable to someone else, which you give to us to forward to them on your behalf;

A cheque made payable to us as payment for our services to you. If we have agreed to be paid fees for our services, we may ask for the non-refundable portion of it ahead of delivering the service to you.

## **Registration of Investments**

We will make arrangements for all of 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 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.

## **Documentation**

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

In transmitting applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible results for you. This is referred to as “**best execution**”.

## **Termination**

Both you and we may terminate the company’s authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. The client shall pay for any transactions made prior to termination (and any fees outstanding), which will be completed according to our terms of business without prejudice.

## **Cancellation**

If you cancel any policy recommended, we may be required to repay the commission or agreed remuneration that has been paid to us. We reserve the right to charge you a fee

directly representing the amount that we must repay. This does not apply to any policies cancelled in accordance with the cancellation notice sent to you by the Life Company.

**Jurisdiction**

This agreement is governed by and should be interpreted in accordance with English Law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

**Declaration**

I/we understand and consent to the above terms, and I/we hereby authorise the Company to pass information on a confidential basis when warranted to such authorised companies.

I/we agree that these terms are effective from the date of my/our signature(s).

I/we understand the services and costs as explained in this document and wish to proceed on the following basis.

Core  
Service            Yes/no Agreed remuneration rate.....% initial plus.....%pa

Enhanced  
service            Yes/no Agreed remuneration rate.....% initial plus.....%pa

I/we hereby instruct any subsequent product provider or investment manager to facilitate the payment of the agreed adviser remuneration and the ongoing adviser remuneration as a plan charge from my investments if requested by Scott & Casey Financial Management Ltd.

**Client Name..... Client Name.....**

**Signed..... Signed.....**

**Date..... Date.....**