

Client Agreement

Our services

Rosan Helmsley Ltd (RH) is a firm of Independent Financial Advisers and is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent regulator of financial services in the United Kingdom. RH is entered on the Financial Services Register (fca.org.uk/register) under reference 196269. We offer products and services as follows:

- **Investments (including pensions)** – after assessing your needs, we offer an independent advice service and advise on investments. Our recommendation will be based on a comprehensive and fair analysis of the market.
- **Non-investment protection contracts** – we advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. Inheritance tax planning is not regulated by the FCA.
- **Mortgages & general insurance** – in addition to regulated (residential) mortgages and some forms of general insurance (private medical cover and dental cover), we also advise on and arrange non-regulated (buy to let) mortgages. The latter are not regulated by the FCA because they are outside the Financial Services & Markets Act 2000. There is no compensation scheme for such products and services.

We may also advise on other products and services which are not regulated by the Financial Conduct Authority. We will tell you where this is the case.

We offer you an initial meeting or discussion (at our expense) at which we will describe our services and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your needs and objectives;
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions.

Retail client

Unless we notify you in writing to the contrary, we will be treating you as a 'Retail Client'. This means you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product.

Such a request must be made in writing and we will consider any requests received on a case-by-case basis against the criteria set out in the FCA rules. We will inform you of the FCA protections you lose as a result of such a re-categorisation together with the scope of that re-categorisation.

Our advice

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs, considered your financial objectives, capacity for loss and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Any request for instructions shall be in writing and any instructions given by you shall also be in writing. RH will always confirm receipt of a client's instructions in writing. If instructions are given orally they should also be confirmed in writing. RH may refuse at its discretion to accept certain instructions although such discretion will not be exercised unreasonably.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract. In executing or transmitting applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Under the terms of this agreement, we may, if appropriate, advise you on investments that are not readily realisable. We will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Future contact

Please note that any products we have arranged for you will only be kept under review as part of an ongoing service for which you agree to pay. Any ongoing service will be confirmed with you in writing via a fee and services agreement.

We may contact you in the future by means of an unsolicited promotion (by telephone at social hours, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you. If you are happy for us to contact you on this basis, please confirm this on the declaration page.

Records

RH will supply, on demand, copies of contract notes and any other evidence of transactions together with copies of any relevant records. You or your appointed agent may inspect, during business hours having given RH reasonable notice, the entries in RH's books or computerised records in respect of your transactions. Where in certain circumstances to release the original would compromise other clients' confidentiality, we reserve the right to give copies. RH undertakes to maintain such records for a period of at least six years from the date of each transaction.

You have the right to access information we hold about you. You can access a copy of these records by contacting us. We are entitled to charge a fee for this service of up to £10. If any information we hold is incomplete or inaccurate, please tell us and we will correct it.

Data protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

Some services are provided to RH by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by ourselves 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, eg by email, and you agree that we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

We shall disclose information to relevant authorities where we are required to do so by law. We will retain records only where we are required to do so by operation of law.

Conflicts of interest

An occasion may arise where RH or one of our other clients has an interest in the business handled for a client. If this happens, or we become aware that our interests or those of one of our clients conflict with your interests, RH will inform you in writing and obtain your consent before we carry out your instructions.

Client money

RH is not permitted to handle client money. With the exception of settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

Documentation

RH will register all investments in your name unless requested otherwise in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for ease of administration, although you will remain the beneficial owner of those products and/or investments.

RH will forward to you all documents showing ownership as soon as possible after RH receives them. Where a number of documents relating to a series of transactions are involved, the

documents will normally be retained by RH until the series is complete.

Risk warnings

Please be aware that investments can fall as well as rise, and you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed in your Suitability Report.

Cancellation rights

Except in a few cases, where RH would advise you under separate cover, you will have the option to withdraw from an investment within a specified time period. 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Termination

This Client Agreement may not be changed unless it is in writing and signed by or on behalf of each of the Parties. You or we may terminate our 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. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Complaints and compensation

Our clients value the service we provide and often recommend us to others, however, if you wish to make a complaint, please contact us either:

- In writing: The Compliance Officer, Rosan Helmsley Ltd, 3000 Cathedral Hill, Guildford, Surrey, GU2 7YB
- By email: kathryn@rosan-ifa.com
- By telephone: 01483 243524

Our written complaints procedure is available upon request. If we cannot satisfactorily settle your complaint, you may be

entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk.

If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim:

- Advising on and arranging deposits, is covered up to a maximum limit of £85,000
- Advising on and arranging investments, is covered up to a maximum limit of £50,000
- Advising on and arranging non-compulsory classes of insurance, is covered for 90% of the claim, without any upper limit
- Advising and arranging on mortgages, home purchase is covered up to a maximum limit of £50,000.

Further information about the FSCS is available from their website www.fscs.org.uk.

Third parties

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

Anti-money laundering

We are obliged to conform to the UK Money Laundering Regulations 2007 and also adhere to the guidance notes from the Joint Money Laundering Steering Group which requires financial institutions to verify the identity and place of residence of each investor. If you provide false or inaccurate information and we suspect fraud or money laundering we will record this. We take no responsibility for any delay in investing where proof of identity and address is outstanding.

Emailing documents

In order to reduce the amount of paper we send in the post, we would like your agreement to send certain disclosure documents we must supply to you via email. Such documents include the Key Features document and illustration for any product we recommend and the Key Investor Information Document (KIID) or Fund Fact Sheet for any funds we recommend.

Disclosure of fees

All charges/fees will be fully disclosed to you. Initially, these will be disclosed in summary form before we undertake any work for you. The precise charges relating to any work or recommendations we make will be confirmed in your suitability

report or relevant product disclosure information that is provided to you.

Whilst insurance and mortgage products typically pay a commission, you have the option to pay for our associated work by way of a fee. In this case, the method of calculation will be agreed with you before we carry out any chargeable work.

We will provide you with further details about the cost of our services separately via our Fee Menu.

We will tell you if you have to pay VAT. It is possible that other costs, including taxes (eg stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If you cease to pay premiums to a contract we have arranged for you for which we have received initial commission, RH may

be required to refund this commission to the provider. In the event a refund is made, we reserve the right to recover the refunded amount from you without the need for a separate fee agreement.

The amount recoverable and the timeframe over which it is recoverable are dependent on the product chosen. Further details of the amount and timeframe will be notified to you prior to the conclusion of the contract in the Suitability Report. This will not apply where you exercise your statutory right to cancel the contract.

If we receive any other form of benefit in connection with our services to you we will disclose this.

Our remuneration

Following our initial discussion (which is at our expense) should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

Following the introduction of the Retail Distribution Review (RDR) you can choose from a variety of different ways to pay for our services. The term “Adviser Charging” is used to cover any of the ways you choose to pay us. For further information on our Advisor Charges, please see our Fee Menu at the back of this document, but depending on the service or product involved, the following payment methods will be available to you:

- Our adviser charge can be paid out of your investment(s), by the product provider(s).
- You can settle our adviser charge directly, either by cheque or electronic fund transfer.
- The adviser charge can be paid partly out of your investment(s) and partly direct by you.
- For some protection products, our adviser charge can be taken as a commission. This is paid to us by the product provider, and is funded from the charges that apply to your policy.
- For some mortgage products, our adviser charge can be taken as a Procuration fee. This is also paid to us by the provider, and is funded from the charges applying to your mortgage.

Ongoing service charges

The levels of ongoing service are set out in the Fee Menu at the back of this document. You can cancel our ongoing services at any time.

Our typical costs are:

Service	Ongoing Service Charge
Wealth Management	0.5% per annum of monies invested, typically suitable for individuals with portfolios in excess of £1,000,000
Financial Planning	0.5% per annum of monies invested, typically suitable for individuals with portfolios in excess of £100,000
Occasional Help	No ongoing charge. Advice/reviews are paid for as and when required

Paying your adviser charge

You can pay your invoiceable fee by cheque, BACS or by deduction from a financial product that you might invest in. Please note that if you choose to pay by deduction from a financial product this could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications with you prior to you putting it in place.

Our charges will become payable on completion of our work and should be settled within 10 business days. Please note a charge may be payable even if you choose not to invest in a product.

Paying by instalments (regular premium contracts only)

Where you are investing in a regular premium product you can choose to have your adviser charge deducted from the product through instalments. Although you may pay nothing to us up front, you still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge and could reduce the amount left for investment. Exact details will be confirmed in writing.

Where you have opted to pay our adviser charge by instalments these payments are linked to the ongoing payment of agreed regular contributions into your plan (until the agreed adviser charge has been paid in full). If the regular contributions to your plan are not maintained (until the agreed adviser charge

has been paid in full) we reserve the right to request full payment of any outstanding balance of the adviser charge.

Protection business

You can pay for our advised protection services by fee, commission or a combination of these. In relation to non-investment protection contracts, if you wish us to work on a fee basis, the fee will be charged at an hourly rate subject to a minimum fee of £500 in total. Any commission can be used to offset this fee. Any surplus will be refunded to you. Where we are paid by commission we will tell you the amount before we carry out any business for you.

You can pay for our non-advised services on the basis of commission or fee. We will tell you how we get paid and the amount before we carry out any business for you.

Ongoing services

We can offer you three levels of service: **Wealth Management**, **Financial Planning** or **Occasional Help**, as detailed in the attached appendix.

Jurisdiction

This agreement is governed by English Law and the parties to this agreement hereby submit to the exclusive jurisdiction of the English Courts.



Client Declaration

Your consent

This document is our standard terms of business upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. **Please sign two copies of this declaration and return one copy to us.** If you do not understand any point please ask for further information.

Please tick boxes

- I confirm that **I am happy to give RH my express consent to contact me by telephone or email** to discuss advising on or arranging financial or insurance products in future.
- I also confirm that **I am happy for RH to email the KIIDs, Product Key Features and Illustration documents.**
- I also confirm that **I am happy for RH to discuss my financial arrangements with my spouse/partner** as and when appropriate.

Please print spouse / partner's name	Please sign
---------------------------------------------	--------------------

- I also confirm that **I am happy for RH to take instructions from my spouse/partner** in respect of my financial arrangements.

Please print spouse / partner's name	Please sign
---------------------------------------------	--------------------

- I authorise the transfer of information on a confidential basis when warranted between any third parties.
- I acknowledge this agreement will come into effect from the date of signing.

Service	Tick to confirm service, print your name, sign & date
Wealth Management	<input type="checkbox"/>
Financial Planning	<input type="checkbox"/>
Occasional Help	<input type="checkbox"/>

Client name	Please print
--------------------	---------------------

Client signature	Please sign
-------------------------	--------------------

Date	Please date
-------------	--------------------

Fee Menu – Information about our services

We offer a range of services to help you meet your personal and financial objectives. The amount we charge and the basis of the payment will depend on the service you choose and your individual circumstances. We will discuss your payment options with you and any questions you may have. Our fees will be agreed with you in writing before we carry out any chargeable work. It is possible that other costs, including taxes (eg stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

A description of our services, associated costs and payment terms are set out below.

There is an additional charge for any ongoing work, such as periodic or ongoing reviews, we carry out on your behalf. We will confirm the rate, frequency, and length of this ongoing service before beginning any ongoing service work for you. You can cancel our ongoing services at any time.

IMPLEMENTATION FEES ADVISING ON AND ARRANGING LUMP SUM INVESTMENTS

Investment Amount	Fee
Up to £50,000	3.0% of the amount invested – for example if you invest £25,000 your adviser charge would be £750 (ex VAT)
Between £50,001 and £500,000	2.5% of the amount invested – for example if you invest £250,000 your adviser charge would be £6,250 (ex VAT)
Between £500,001 and £1,000,000	2.0% of the amount invested – for example if you invest £750,000 your adviser charge would be £15,000 (ex VAT)
In excess of £1,000,001	The fee will be agreed with you before any work is carried out

INVESTMENT REVIEWS OF EXISTING PENSIONS AND/OR INVESTMENTS

Service	Fee
For reviewing your existing pension and or investments plans	Charged at £100 per hour (ex VAT) Approx 4 – 8 hours For example: if we spend 6 hours reviewing your current pension and or investment arrangements our fee for producing your financial planning report would be £600 (ex VAT)

ADVISING ON AND ARRANGING REGULAR PREMIUM INVESTMENTS

Service	Fee
Advising on and arranging regular premium investments	Typically, an amount equivalent to 25% of the first year's premiums, if you go ahead with our recommendations – for example if you invest £100 per month (£1,200 per annum) your adviser charge would be £300 (ex VAT)



OUR TYPICAL ONGOING COSTS

Service	Ongoing Service Charge
Wealth Management	0.5% per annum of monies invested, typically suitable for individuals with portfolios in excess of £1,000,000 – for example if your investment is worth £1,000,000 your ongoing service charge would be £5,000pa (ex VAT), payable quarterly
Financial Planning	0.5% per annum of monies invested, typically suitable for individuals with portfolios in excess of £100,000 – for example if your investment is worth £100,000 your ongoing service charge would be £500pa (ex VAT), payable quarterly
Occasional Help	No ongoing charge. Advice/reviews are paid for as and when required

PROTECTION

We offer products from a range of Insurers for Term Assurance, Critical Illness Cover, Income Protection Insurance and Private Medical Insurance.

Service	Fee
After we have assessed your needs, we will advise and make a recommendation for you for Term Assurance, Critical Illness Cover, Income Protection Insurance and Private Medical Insurance	Our typical fee is £500 (ex VAT) in total

MORTGAGES

We offer a comprehensive range of mortgage products from across the market but not deals that you can only obtain by going direct to a lender.

Service	Fee
Initial Research	Our typical fee is £250 (ex VAT) payable on presentation of our research and recommendations. The exact amount you pay will depend on your individual circumstances Our initial research fee is non-refundable should you decide not to take out a mortgage or the purchase does not complete
Processing a Mortgage	Price on appraisal If the mortgage completes, Rosan Helmsley will receive commission from the lender although we reserve the right to charge an additional fee if the work involved outweighs the total fee received

ADDITIONAL SERVICES

Service	Fee
Additional Review Meeting	£500 (ex VAT)
Additional Portfolio Valuation	£250 (ex VAT) allowing for 2 hours of a Senior Administrator's time
Hourly rates for other work	<p>£85 – £300 per hour (ex VAT)</p> <p>The fee is dependant on who carries out the work. Typical charges are:</p> <ul style="list-style-type: none"> Principal £300 per hour Senior Financial Adviser £250 per hour Financial Adviser £175 per hour Research & Report Writing Executive £150 per hour Senior Administrator £125 per hour General Administration £85 per hour

CORPORATE ADVISORY SERVICES (See corporate.rosan-ifa.com for more information)

Service	Fee
Establishing a Group Personal Pension	The fee will be dependent on the level of service required and will be agreed with you ahead of any work being carried out.
Establishing Group Protection Benefits	
Advising on Auto Enrolment	
Reviewing Employee Benefits	