**Client Agreement**

**This document sets out the basis on which we will conduct business with you and on your behalf. It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**

The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by us or you or replaced by a later version.

Quadrant Financial Associates Ltd **is an appointed representative of The Tavistock Partnership Limited, which is authorised & regulated by the Financial Conduct Authority (FCA) under number 519014**. Quadrant Financial Associated Ltd (**‘the Firm’)** **has an FCA number of** 734257. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the **FCA at 12 Endeavour Square, London E20 1JN or telephone 0800 111 6768 (freephone),** or by contacting **The Tavistock Partnership Limited at 2 The Cornerstone, Market Place, Kegworth, Derby DE74 2EE.**

**The Range of our Advice and Financial Planning Objectives**

We are permitted to give advice on retail investments and arrange transactions in these products. For retail investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.

**We offer independent investment advice.** This means that we consider a sufficient range of relevant strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We’ll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:

|  |  |
| --- | --- |
| * Annuities * Critical Illness Cover * Enterprise Investment Schemes * Exchange Traded Funds * Income Protection * Investment Bonds * Investment Trusts * ISAs * Life Assurance | * Long Term Care * Open Ended Investment Companies Pensions * Phased Retirement & Income Drawdown * Structured Deposits * Structured Products * Term Assurance * Unit Trusts * Unregulated Collective Investment Scheme (UCIS) * Venture Capital Trusts |

So that we can recommend suitable products or services for you, it is important for us to gather information that is up-to date, accurate and complete. Prior to making any recommendations, we will undertake a suitability assessment to enable us to act in your best interest. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a ‘fact find’ to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

You hereby acknowledge that in the event of the firm assisting you in the completion of any investment or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore, you understand that inclusion of incorrect information or omission of any material facts may result in the insurance, investment or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated investment objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.

Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests. We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we’ve recommended.

We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.

We will outline from the outset whether our advice will cover your entire financial planning needs or focus on specific areas considering any restriction you place on our advice.

We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

**Customer Classification**

The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

**initial Meetings of up to one hour are offered FREE……**

if conducted at our premises, or via Zoom/Teams. However, if alternative premises are requested, we reserve the right to charge our hourly rate to include any travelling time.

**The Cost of our Services**

You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your 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. For payment options relating to investment advice, please refer to the next paragraph. Value added tax may be payable on some or all the work we do. We will inform you if VAT is applicable.

If an hourly rate applies, we will invoice you for 3 hours work in advance and then at monthly intervals or when the accumulated hourly fee reaches £750. This could include time spent travelling if meetings are not held at our office

**Pension and Investment advice**

When paying by fee, you will pay us for our advice and services (whether you buy a product or not) at an amount or a rate agreed before we commence any work. Our fees may include VAT. Where this is the case you will be informed and invoiced accordingly.

|  |  |
| --- | --- |
| **Our hourly rates are:** |  |
| Director | **£250** |
| Paraplanner | **£100** |
| Administration | **£75** |

**Initial Advice Charge**

For our initial advice service, you will pay our charges either as a fixed fee or as an hourly rate. The table below illustrates an estimate the hourly fees for a new cash investment. The invoice is produced on a time cost basis.

|  |  |
| --- | --- |
| **SERVICE DESCRIPTION** | **CHARGES** |
| Advice Report & Implementation - eg. ISA Investment estimate of the hourly fees | Hourly Rate Basis - For a full retirement strategy this might involve:  Adviser: 3 hours @ £250 per hour = £750  Paraplanner: 2 hours @ £100 per hour = £200  Administrator: 2 hour @ £75 per hour = £75  **Total time-based fee = £1,100** |

**BELOW IS OUR FIXED FEES FOR WORK UNTERTAKEN**

|  |  |
| --- | --- |
| **Our fixed fees are for general advice:** | |
| Initial financial review :- at an hourly rate subject to a minimum of : | **£1,000** |
| **THIS FEE MAY INCLUDE VAT**  **New investment fees** |  |

|  |  |
| --- | --- |
| **Our Fixed Fees for cash to investments and Pensions** | |
| We offer a set fee to invest cash to either ISA, Pension or collective products  The Fee includes :   * Initial meeting and completion of a full fact find, looking at current situation as well as expected changes in the future * Discuss what your aims and plans are for the future * Discuss your Attitude to Investment Risk and your Capacity for Loss * Create a cashflow scenario report of your current situation – this will determine whether you have enough money to achieve your objectives * We will write you a suitability report making our recommendation * Additional Regular contribution to investment, ISA or Personal Pension | **£1,250**  **£ 500** |

**Implementation fees for setting up new cash and pension investment**

|  |  |
| --- | --- |
| **CORE ADVICE SEGMENTS** | **COST** |
| Cash to Investments | **Fixed fee of £500.00 per new plan** |
| Cash to ISAs |
| Cash to Pensions |
| Additional Simple Cash Flow | **£500 Fixed Fee** |

**This means that if you have £100,000 that you wish to invest with a regular premium of £100.00 per month the fees would be :**

Financial Report £1,250.00

Regular Premium Fee £ 500.00

Implementation fee £ 500.00

**Total £2,250.00 which represent 2.25% of the funds invested**

**Our fixed fees for existing pension and investment switch recommendations**

Before any new recommendations can be made you will need to understand your existing plans and whether these can meet your needs. Therefore, we are required to obtain full plan information from your existing investment and pension providers.

You will be required to complete a Letter of Authority to enable us to access this information

***Our Research Fees for existing Investments and Money Purchase Pension plans – Payable in advance.***

|  |  |
| --- | --- |
| Collate plan information with up to date valuations and policy specific details for up to 2 plans  Any further plans are changed at | **£350**  **£125** |

**Should you wish to proceed to full advice these charges will be deducted from recommendations fee below**

|  |
| --- |
| **Our Fixed Fees for Pension and Investment Switch recommendations** |

|  |  |
| --- | --- |
| We offer a set fee to analyse 1 to 2 different types of personal pension and/or investment products. The Fee includes:   * Initial meeting and completion of a full fact find, looking at current situation as well as expected changes in the future * Discuss what your aims and plans are for the future * Discuss your Attitude to Investment Risk and your Capacity for Loss * Create a cashflow scenario report of your current situation – this will determine whether you have enough money to achieve your objectives * We will write you a suitability report making our recommendation * Regular contribution to investment, ISA or Personal Pension | **£1,750**  **£500** |

**IMPLEMENTATION FEES FOR EXISTING INVESTMENT AND PENSION SWITCHES**

If following our investment analysis, you request our assistance in implementing the advice, a fixed fee would be set depending on your specific circumstances. The cost of implementing additional advice is detailed below. Please note the below costs are a fixed fee and are charged on top of the Report analysis fees:

|  |  |
| --- | --- |
| **CORE ADVICE SEGMENTS** | **COST** |
| These fees reflect the time needed to set up and chase existing providers for investment and pension switches and implement the recommendations | **Cost fixed fee per plan**  **£750.00** |
| Additional Simple Cash Flow | **£500 Fixed Fee** |

**This means that if you have £100,000 that you wish to switch with a regular premium of £100.00 per month the fees would be :**

Financial Report £1,750.00

Regular Premium Fee £ 500.00

Implementation fee £ 750.00

**Total £3,000.00 which represent 3% of the funds invested**

**Our fees for initially accessing pension income**

Before any new recommendations can be made you will need to understand your existing plans and whether these can meet your needs. Therefore, we are required to obtain full plan information from your existing investment and pension providers.

You will be required to complete a Letter of Authority to enable us to access this information

***Our Research Fees for existing Investments and Money Purchase Pension plans – Payable in advance. These fees will be deducted from the financial report fee***

|  |  |
| --- | --- |
| Collate plan information with up to date valuations and policy specific details for up to 2 plans  Any further plans are changed at | **£350**  **£125** |

**Fees- if your existing provider can be used to access pension income**

|  |  |
| --- | --- |
| **Specialist Pension Work implementation fees** | |
| Recommendation Report for conversion of existing personal pension to income options and/or Pension Commencement Lump Sum | **£1,000** |

**\*no implementation fee will be charged**

**Fees - Should you need to switch provider to access pension income and wish to proceed to full advice any research fees will be deducted from the recommendation fee below.**

|  |
| --- |
| **Our Fixed Fees for detailed Pension and Investment Analysis which includes initially taken pension income** |

|  |  |
| --- | --- |
| For more complicated pension and investment analysis we charge a fixed fee of £2,500 to produce a report and make a recommendation on the options available to you. The Fee includes:   * Initial meeting and completion of a full fact find, looking at current situation as well as expected changes in the future * Discuss what your aims and plans are for the future * Discuss your Attitude to Investment Risk and your Capacity for Loss * Conduct a detailed analysis of all your existing policies * Create a cashflow scenario report of your current situation – this will determine whether you have enough money to survive now and I retirement * Create a second cashflow scenario report – which involves putting in place various options to determine whether you have enough money to achieve your objectives * Create a third cashflow scenario report – which involves replicating 2nd scenario but applying as Stress Test. This will look at investment volatility and determine whether you’d have a problem in the event of a market downturn * We will write you a suitability report making our recommendation | **£2,500** |

***If the existing pension plan contains any secure pension income Guarantees, then we reserve the right to charge an additional administration for of £350.00***

**Implementation fees for initially accessing pension income**

If following our investment analysis, you request our assistance in implementing the advice, a fixed fee would be set depending on your specific circumstances. The cost of implementing additional advice is detailed below. Please note the below costs are a fixed fee and are charged on top of the Report analysis fees:

|  |  |
| --- | --- |
| **CORE ADVICE SEGMENTS** | **COST** |
| These fees reflect the time needed to set up and chase existing providers for investment and pension switches and implement the recommendations and release pension income | **Cost fixed fee per plan**  **£1,000.00** |
| Additional Simple Cash Flow | **£500 Fixed Fee** |

**This means that if you have £100,000 in a pension and you wish to access your benefits the fees would be :**

Financial Report £2,500.00

Implementation fee £1,000.00

**Total £3,500.00 which represent 3.5% of the funds invested**

|  |
| --- |
| **Defined Benefit Pension Transfer Advice Fee** |

|  |  |
| --- | --- |
| We adhere to the Pension Transfer Gold Standard which is a voluntary code of good practice for Safeguarded and Defined Benefit Pension Transfer advice, based around a set of principles. By adopting this standard and adhering to these principles, consumers can be confident they are dealing with a firm that is going above and beyond minimum requirements when giving a personal recommendation on the suitability of a pension transfer. For further information visit www.thepfs.org/about-us/initiatives/the-pension-transfergold-standard.   * **Triage Process**: No fee is charged for this service * **Abridged Advice Service:** A fixed fee of £495 is charged for this service * **DB Pension Transfer Advice Service**: A tiered fee is charged for this service:   1. Fixed element: £4,000; plus   2. Percentage element a: 1.00% of the first £500,000 of the CETV\*; plus   3. Percentage element b: 0.75% of the remainder   For example, if your CETV is £150,000 the fee would be:  \* Cash Equivalent Transfer Value   1. Fixed element: £4,000 2. Percentage element a: £150,000 x 1.00%: £1,500   **Total Fee: £5,500**  The overall Fee will normally be capped at £10,000, but you may exceed this if there is additional complexity.  Any fee charged for **Abridged Advice** will be discounted from the **full advisory service** fee. For example, if your **CETV** is £350,000 and you had paid for **Abridged Advice** first, the total fee would be £7,005, rather than £7,500. |  |

These fees are indicative only and in any event are subject to review annually on 1st January. In cases that we deem to be complex in nature, our fees may be higher than our stated rates. However, we will always provide you with a breakdown of our estimated fee and agree this with you prior to undertaking any work.

You may wish to set a fixed amount of fees that cannot be exceeded without further reference to you, in which case please speak with your Adviser. Where charging a fixed fee we will provide you with a fee agreement showing the actual fee that will be payable for the agreed service being provided. Where charging an hourly rate we will provide a letter of engagement to indicate how much we might charge in total.

**Aggregated Charges & Costs**

We will add together all the costs and charges payable in relation to the service we are providing you with (initial and/or ongoing) so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information. Our advice charges will be agreed with you in our letter of engagement and aggregated costs and charges will be confirmed to you in our suitability report before any transaction is completed.

**Your Payment Options**

**Settling your adviser charge through a single payment**

You will be required to settle the payment of our fees on completion of our work in 28 days. We accept cheque or direct credit to our Account, details of which are on the invoice. We do not accept payment by cash. You will be provided with a receipt upon payment.

As mentioned above, if an hourly rate applies, we will invoice you in advance and at monthly intervals or when the accumulated hourly fee is £750 whichever is sooner.

**Settling your adviser charge by instalments**

**Paying by instalments through your recommended product**

If you buy a financial product, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

**How your payment plan works**

Total monthly premium payable £250

Total cost of advice £600

Monthly payment for advice £50

Length of repayment period 12 months

Monthly Payments:

£50 per premium

Period:

12 Months

|  |
| --- |
| Advice: £50 |
| Invested: £200 |

These instalments will be deducted from the premium you pay each month and allocated towards settling the adviser charge. For example, the total cost of advice is £600. You have been recommended a regular premium product of which £250 will be paid each month. £50 will be taken from this amount to pay off your adviser charge over 12 months. The remaining £200 will be invested during this time. At the end of this period the adviser charge would have been settled in full. From month 13 the full £250 will be invested.

**Paying through other arrangements**

You can choose to pay your adviser charge by standing order on a monthly, quarterly or annual basis. The adviser charge can be paid up to a maximum of 12 instalments on the 1st day of the month from your bank account. The adviser charge will be taken in equal instalments.

**Keeping up with your payments**

If you fail to keep up repayments of the adviser charge, we will terminate our relationship.

You may elect that we are remunerated by fees and offset fees (paid by a product provider) the actual amounts will depend on the service provided to you but will be in line with the arrangements set out above headed **“investment advice”.**

The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work and we will tell you if you have to pay VAT. The fee will become payable on completion of our work. 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.

**Pure Protection Products**

If you buy a protection product you may elect that we are remunerated by commission. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a ‘product charge’ which you pay when you purchase the product. Product charges pay for the product provider’s own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, as in the following example:

If you were to pay £20 per month towards a Critical Illness policy, we may receive commission of £467.62 (0.41%) of the sum assured £114,059 and £0.50 every year from month 49.

**Ongoing Advice Charges and Services**

Our ongoing services are optional. If you purchase an ongoing service, you will pay our charges as a percentage of the funds under management subject to a maximum of 1%. Where we agree to provide you with a service which includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. We will contact you and assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

**Payment Options**

Ongoing charges can be paid in several ways:

• A regular fee paid by standing order.

• Via deductions from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product/provider allows.

• For investments held on a platform (an online investment administration service) you may choose to pay our charges out of the funds held in the platform cash account, although it is important to maintain sufficient cash in that account to cover charges as they fall due.

As our ongoing charges are on a percentage basis, the monetary amount may increase as the size of your fund grows. Please note market performance fluctuations in the value do not automatically affect the service level.

Here are some examples of how our charges typically apply:

|  |  |
| --- | --- |
| **SERVICE DESCRIPTION** | **CHARGES** |
| Wealth – our annual ongoing charge for this service is up to 1% of the total market value of the funds that we manage on your behalf | For a fund of £500,000 our fee would be 1% of £500,000 = £5,000 pa  For a fund of £100,000 our fee would be 1% of £100,000 = £1000 pa  For a fund of £50,000 our fee would be 1% of £50,000 = £500 pa with **any shortfall being made up to £1,000 pa** |
| Bespoke – our annual ongoing charge for this service is up to 1% of the total market value of the funds that we manage on your behalf | For a fund of £500,000 our fee would be 1% of £500,000 = £5,000 pa  For a fund of £100,000 our fee would be 1% of £100,000 = £1000 pa **with any shortfall being made up to £2,000 pa**  For a fund of £50,000 our fee would be 1% of £50,000 = £500 pa with **any shortfall being made up to £2,000 pa** |

**Other charges**

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis.

For example:

* **Service costs:** If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.
* **Investment costs:** These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.
* We’ll always disclose any third-party costs as part of making our recommendations.

**Client Money**

For your additional security **we do not handle client’s money**. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the insurance provider.

**Accounting to You**

We will make arrangements for all your investments/contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your policies 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.

**BEST EXECUTION**

In transmitting applications on your behalf to third parties (e.g. to put an investment into force), we will take all reasonable steps to ensure that we obtain the best possible result for you.

**Financial Services Compensation Scheme (FSCS)**

We subscribe to 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. You will find up-to-date details of the FSCS’s compensation limits, eligibility and details of how to make a claim on its website [www.fscs.org.uk](http://www.fscs.org.uk). As at - December 2021, the limits are:

**Investment**

Most types of investment business are covered for 100% of the first £85,000 (for claims against firms declared in default from 1st April 2019).

**Insurance**

* Insurance Business: there is no upper limit on the amount of protection. (for claims against firms declared in default from 3 July 2015).
* Long-term insurance benefits are protected 100%. Claims under compulsory insurance, professional insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%
* Protects 90% of other types of claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

**UNREGULATED FINANCIAL PRODUCTS**

Our services may also include advice on investments relating to or executing transactions in unregulated financial products including non-mainstream pooled investments such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you considering your personal circumstances and the financial resources available to you.

**Complaints**

If you should have any complaint about the advice, you receive or a product you have bought, please write or call:

The Compliance Director

The Tavistock Partnership Limited

2 The Cornerstone,

Market Place

Kegworth,

Derby

DE74 2EE,

Telephone 01509 – 674335

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

**Product Cancellation Rights**

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 any right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract. Instructions for exercising the right to cancel, if applicable, will also be contained in the relevant product disclosure information which will be provided to you. In certain circumstances, there may be no right to cancel at all or where there is a right to cancel you might not get back the full amount you invested.

**Conflicts of Interest**

Occasions may arise where we have, or one of our other clients may have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of any of our other client’s conflict with your own interests, we will write to you and obtain your consent to proceed before we carry out any business for you.

We will also detail the steps we will take to ensure that you are treated fairly.

We have a conflict-of-interest policy, a copy of which is available on request.

The Tavistock Partnership Limited is part of a group structure that includes Tavistock Asset Management.

The Tavistock Partnership Limited operates a Centralised Investment Proposition (CIP) that is managed by Tavistock Asset Management. Should are commendation be made for you to invest in the CIP managed by Tavistock Asset Management, then you will be provided with a Client Terms document that sets out how Tavistock Asset Management manages the investments.

Both The Tavistock Partnership Limited and Tavistock Asset Management are part of the Tavistock Investments Plc group.

The Tavistock Partnership Limited will be responsible for the suitability of the advice given to you.

INVESTMENT PLATFORM

Where active management of your investment portfolio may be needed, it might be appropriate to use an investment platform which is an online administration service which lets you buy, sell and manage investments.

Tavistock Investments Plc also manages their own platform solution providing access for their advisers and clients.

As an Independent advisory firm, we have access to and will consider investment solutions and investment platforms across the whole of the market.

Should either of the CIP or Platform be recommended to you, we recognise the potential conflict of interest operating within a group structure and maintain robust systems and controls to mitigate any risk.

**CENTRALISED INVESTMENT PROPOSITION (CIP)**

Tavistock Asset Management provides our “group” investment arm. Where organisations have such a facility it is often referred to as a Centralised Investment Proposition. Having assessed your needs, the use of the CIP managed by Tavistock Asset Management may be recommended. However, the CIP will not be suitable for all clients.

**Benefits we Receive**

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (eg. product providers) as this would conflict with our independent status. From time to time, we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and quality of service we provide to our clients. As such, this does not affect our obligation to act in your best interests. Please ask us if you require further details.

**INVESTMENT PERFORMANCE & RISK**

Please be aware that investments can fall as well as rise, and that 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 arrange are provided in the relevant product literature and in our Suitability Report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.

**Termination of Authority**

* We may terminate this agreement by giving you at least 20 business days’ written notice.
* You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
* Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
* You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

**DATA PROTECTION & PRIVACY POLICY**

We have a legal obligation to comply with the Data Protection Act in relation to personal data which we hold about you.

**WHAT INFORMATION DO WE COLLECT ABOUT YOU?**

We collect relevant data about you (including your family and businesses where appropriate) during our initial and other meetings with you. We will also collect data about you were necessary from other people. We collect the data through notetaking and filling in of questionnaires about you and your circumstances. Some of the information that we process may be sensitive data (such as information relating to health or medical information).

We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We are required to verify your identity in accordance with Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.

We also make checks with organisations with whom you have policies of insurance and investments and with your mortgage provider. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

**HOW WILL WE USE THE INFORMATION ABOUT YOU?**

Primarily, we use your data to provide advice to you and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationship with you.

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would-be referral to local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. We, and any third-party specialist advisers to whom we introduce you to, will, of course, pass your data to organisations when you agree to purchase or amend policies and products.

We will retain your data in accordance with law and regulation. For instance, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for the differing product types and classes of data, please contact us. We may be required to share your data with our regulator and other third parties including our auditors or insurers.

We are registered under the Data Protection Act 2018. You acknowledge and understand that we keep personal and financial information about your circumstances on file (electronic and/or paper based) as required to be able to advise you on your financial planning needs.

We confirm that this information will not be used or transferred by us to any other firm, company, entity or person with the exception of The Tavistock Partnership Limited (or any other company within the same group of companies) and the product provider without your consent or as may be required by law. We may also provide information to the FCA upon request for regulatory reasons.

Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 2018, to such third parties.

Where we transmit your personal information electronically, we shall ensure that we do so confidentially via secure means such as our secure client portal or by using encryption.

**MARKETING**

We provide advice on a wide portfolio of financial products. We believe these are some of the best and most appropriate in the marketplace. We would like to be able to contact you so that we can advise you of new products that might be suited to you. We also may advise you of any developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware. We stress that your information would only be used in this way to help us to provide a pro-active service to you.

There may be times when we feel that a service or product may be of interest to you. To make you aware of these services or products, we, insurers or third parties may wish to contact you so that you can make informed choices about your finances. Please indicate your preferences over the page.

**ACCESS TO YOUR INFORMATION & CORRECTION**

We cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes. We want to make sure your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please do not hesitate to contact us.

**Governing Law & Jurisdiction**

We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting

**LIABILITY**

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

**ONGOING ADVICE SERVICE AGREEMENT FEE OPTIONS:**

|  |
| --- |
| **TRANSACTIONAL** |
| * You do not require on-going advice and do not wish to pay a regular retainer or fees, but still want to know we are available should you need financial advice in the future. * There are no monthly retainers or other regular fees, and work will only be undertaken at your request based on our current hourly charge (see Client Agreement). * Your file will only be updated when you have requested a service. * Your portfolio will not be monitored. * A fee will need to be charged for updating your file before any work is commenced. * This will also be agreed with you in advance and will be based on the appropriate hourly rate for the work involved. This may be offset against any other fees or commission earned. * Fees will be agreed with you for each service prior to work commencing. * New opportunities will not be drawn to your attention. |
| **WEALTH** |
| * You require on-going advice once a year to review your financial position and create a financial plan to meet your own financial goals. * Minimum fee of £1,000 which can be paid via an adviser charge of 0.5% to 1% on your investment/pension or as fee. * Your file will be updated after each annual review. * Partial withdrawals from investments charged at £250.00 * Bed and ISA charged at £250.00 * Cash Flow analysis charged at £250.00 * Your portfolio will be monitored, and a risk assessment questionnaire will be completed at each annual review. This will demonstrate the level of investment risk that you are happy with for the next 12 months. * New opportunities will be drawn to your attention during review meetings * On-going telephone and email support |
| **BESPOKE** |
| * You require on-going advice twice a year to review your financial position and create a financial plan to meet your own financial goals. * Minimum fee of £2,000 which can be paid via an adviser charge of 0.5% to 1% on your investment/pension or as fee. * Your file will be updated after each annual review. * Your portfolio will be monitored, and a risk assessment questionnaire will be completed at each annual review. This will demonstrate the level of investment risk that you are happy with for the next 12 months. * New opportunities will be drawn to your attention during review meetings * Automatic Bed and ISA no charge * Cash Flow analysis updated annually * Written portfolio valuations on request On-going telephone and email support. * Providing strategic updates to your other professional advisers and end of year taxation information |

You may decide to “opt-out” of any on-going management service. You are free to do so, however, please take note of the following;

If your financial circumstances, objectives and attitude to risk change over time, the structure of your investment portfolio may no longer be in your best interests.

As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more equity risk than you wish to accept Ø Any negotiated discounts and subsequent rebates in respect of fund charges will cease should you opt out of on-going services. The monetary value of the rebates varies widely, but typically equates to 0.5-1% per annum.

You may opt back into on-going services at any time.

**INITIAL FEES**

|  |  |  |  |
| --- | --- | --- | --- |
| Research Fees | Tick to confirm | Fee Basis | Fee Payable |
| Personal Recommendation |  | You agree to pay our initial fees by cheque/bank transfer. ***Please note that this fee must be paid before any Research work is undertaken*** |  |

**IMPLEMENTATION FEES**

Please select one of the following options:

|  |  |  |  |
| --- | --- | --- | --- |
| Report Fees | Tick to confirm | Fee Basis | Fee Payable |
| Personal Recommendation |  | Fees are to be deducted from your investment |  |
|  |  | Fees payable by cheque/bank transfer |  |

**ONGOING MANAGEMENT SERVICES**

Please opt in or out of on-going services below:

|  |  |  |
| --- | --- | --- |
| Ongoing Service | Tick to confirm | Ongoing Adviser Charge |
| **Transactional** |  | No ongoing charge. Your investments will not be kept under review, and any services you request in future may be subject to further charges. |
| **Wealth** |  | You agree to pay our agreed fee for on-going management services, by monthly deduction from your investment – minimum £1,000 p.a. |
| **Bespoke** |  | You agree to pay our agreed fee for on-going management services, by monthly deduction from your investment – minimum £2,000 p.a. |
| **Wealth/Bespoke** |  | You agree to pay our agreed fee for on-going management services, by annual/monthly Direct Debit. |

**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 Agreement**

|  |  |
| --- | --- |
| Tick to confirm |  |
|  | I/We understand and consent to the terms of this client agreement. |

**Consent – Sensitive personal data**

|  |  |
| --- | --- |
| Tick to confirm |  |
|  | I/We authorise you to record, store and transfer relevant personal information pertinent to my/our financial planning requirements, on a confidential basis, between such third parties and to enable you to verify our information with organisations. |

**Consent – Marketing**

|  |  |
| --- | --- |
| **Tick to confirm** |  |
|  | I/We would like to be able to contact you so that we can advise you of new products that might be suited to you and any developments that might make it appropriate for us to give you pro-active advice about the investments, insurance and other financial products of which we are aware. |
|  | I/We authorise you, or any company associated with you, to contact us for marketing purposes as detailed above. |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Where you consent to us contacting you for any of the above purposes, please indicate below how you would prefer us to contact you: | | | | | | | | | | | | |
| Email  (non personal info only) | | | Telephone | | | Text Message  (non personal info only) | | | Post | | |
|  |  |  |  |  |  |  |  |  |  |  |  |

Quadrant Financial Associates Ltd - Client Agreement Declaration

|  |  |  |  |
| --- | --- | --- | --- |
| Client Name (s) |  |  |  |
| Client Signature |  |  |  |
| Date |  |  |  |

Signed for and on behalf of the Firm:

|  |  |
| --- | --- |
| Adviser Name | **Lindsey Adams** |
| Adviser Signature |  |
| Date of issue |  |