

Updated 29<sup>th</sup> June 2010

## CLIENT AGREEMENT

### Company Details

Rotherham Taylor Financial Planning Limited, 21 Navigation Business Village, Navigation Way, Ashton-on-Ribble, Preston, PR2 2YP.

Telephone: 01772 735 865  
Fax: 01772 721 255  
E-mail: info@rtfinancialplanning.com

(Rotherham Taylor Financial Planning Limited Ltd is an Appointed Representative of Cameron Chase Ltd, which is authorised and regulated by the Financial Services Authority ("FSA"). FSA number 187598)

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods of communication; face-to-face, e-mail, telephone, letter or fax.

### Client Classification

Rotherham Taylor Financial Planning Limited classifies all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business, which means you have all protections under the rules of the FSA.

Should you wish to be classified differently for investment business, please discuss this with your adviser. In relation to non-investment insurance business, your adviser will inform you should your circumstances dictate that we would need to classify you differently.

### Investment and Non-Investment Insurance Services

Rotherham Taylor Financial Planning Limited is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review but we will advise you upon your request.

Rotherham Taylor Financial Planning Limited does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

## **Scope of Advice**

### **Investment**

We offer products from the whole market.

### **Non-investment Insurance**

We offer products from a range of insurers on the basis of a fair analysis of the market for life insurance, critical illness and income protection.

## **Investment Objectives & Restrictions**

Following the issue of this agreement any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the 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.

## **Client Risk**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Any other risks associated with any product we may recommend to you will be explained within the documentation provided to you as part of the advice process.

## **Right to Withdraw**

In the case of a non-packaged product ISA or PEP recommended we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## **Compensation Arrangements**

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.

### **Investment**

Most types of investment business are covered for 100% of the first £50,000, so the maximum compensation is £50,000.

### **Insurance**

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

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

## Payment For Services

You may pay for our services either by the payment of a fee, payment by commission (product charges) or a combination of fees and commission.

We offer two levels of service:

- **Initial Advice Service**  
This level of service provides you with a comprehensive Financial Planning Report and an Annual Investment Review.
- **Retainer Programme** - full details of this level of service are provided in the 'Relationship Engagement Letter'

### Payment by Fees

We will agree the rates we will charge before beginning work. Our typical charges will be based on the following:

To analyse your current situation, prepare a detailed Financial Profile Report and present you with our proposed strategies and solutions via a comprehensive Financial Planning Report we charge:

- **£750 for a Personal client or Trust**
- **£750 for a Business Client plus £250 for each Director/Shareholder in the business**

If you agree to our recommendations being implemented, our typical charges are based on the value of the monies being invested for example:

- **£0 - £500,000: 2.75% of the amount invested**
- **£500,001 - £1,000,000 : 1.5% of the amount invested**
- **£1,000,001 or above: £1% of the amount invested**
- **For regular premium policies, our fee will be 2.75% of the monthly contribution.**

Additionally if the Retainer Programme is selected, we charge ongoing retainer fees, which we will explain in further detail at our initial meeting and confirm in the 'Relationship Engagement Letter'.

A detailed fee agreement will be provided and explained and your agreement sought before proceeding with any work on your behalf. We will tell you if you have to pay VAT.

### Payment by Commission (through product charges)

If you buy a financial product we may receive commission on the sale from the product provider.

Although you may pay nothing to us up front that does not mean our service is free. You will still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest or your age.

For example

- If you invest £100 per month into a regular premium policy (e.g. Pension, ISA or Unit Trust) we could receive commission of 2.75% of all payments (approximately £33 per annum) plus 1% of the value of the fund each year (approximately £12 in year 1 dependent upon the value of your investment).
- If you invest £10,000 into an Investment Bond, Unit Trust or Pension we could receive commission of 2.75% (£275) as an initial payment plus 1% of the value of the fund each year (approximately £100 in year 1 dependent upon the value of your investment)

We will tell you how much the commission will be before you complete an investment, but you may ask for this earlier.

Where we receive ongoing commission payments of 1% as detailed above, we will provide you with ongoing annual Investment Reviews.

## **Paying by a Combination of Fee and Commission (through product charges)**

We could charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out in the sections headed 'Payment by Fees' and 'Payment by Commission (through product charges)'.

If we receive any other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

By signing this agreement, you do however agree for the firm to retain trail or renewal commission up to an amount specified within the fee agreement agreed between you and Rotherham Taylor Financial Planning Ltd.

Please note that there is a possibility that other costs, including taxes, could be incurred related to transactions in connection with investment business that are not paid via the firm or imposed by it.

For certain transactions that we recommend to you, Rotherham Taylor Financial Planning Ltd will accrue a notional entitlement under a discretionary settlement. The value of this entitlement does not impact on the overall charges applied to your investment, and the actual cost to you will be disclosed as required by the FSA.

In addition to the above, for certain transactions that we recommend to you, we will also receive a royalty payment from the provider as part of the annual management charge. This payment will be made on an annual basis and again will not affect the charges applied to your contract as disclosed to you at the point of application. We will be happy to provide you with details of the payments as they relate to your investment should you request these.

## **Data Protection**

For details of our Data Protection statement and policy, please see our separate Data Protection consent form attached.

## **Conflicts of Interest**

Rotherham Taylor Financial Planning Limited offers advice in accordance with that disclosed to you in this agreement. Occasions may arise where we, or one of our other clients, have some form of interest in business being transacted for you.

If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Nucleus is predominately owned by its IFA participants who collectively drive the platform and its development forward. Rotherham Taylor Financial Planning Ltd has invested in Nucleus and as such should be viewed as a minority shareholder. This means we are totally committed to the long term success of the venture and may benefit should ultimately the wrap be sold to a third party. Should a conflict of interest arise in the future as a result of this arrangement we will write to you before any action is taken.

## **Reporting to You**

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents 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.

## Termination of our Services

You or we may terminate our authority to act on your behalf at any time.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee or by receiving commission from a provider, you will have to pay us for any work we have completed up to the date of termination.

## Complaints

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

**In writing:** Write to Cameron Chase Ltd, Lancaster House, 70-76 Blackburn Street, Radcliffe, Manchester. M26 2JW

**By phone:** Telephone 0844 477 3213

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

## 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.

By also signing this agreement you hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties.

I/We agree that this client agreement will come into effect from the date of issue.

Client Signature

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Client Name

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Client Signature

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Client Name

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Date signed

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Date of issue

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## RETAIL CLIENT 'BEST EXECUTION' POLICY

### Scope

All clients of Rotherham Taylor Financial Planning Limited are automatically classified as Retail clients unless you specifically request from us a different classification. This policy is applicable when we are receiving and carrying out your instructions.

The objective of this document is to inform you about our Best Execution policy and to obtain your consent to it.

### Our policy and factors that affect your business

#### Policy

It is our policy to transact your business in order to achieve the best possible results in terms of the price, nature of the products selected, transaction charges, administration and service excellence.

#### Factors we consider

In doing so we consider the various factors outlined below in order of precedence;

- Price to you
- Reasonable costs and charges to you
- Speed of service and execution of your business
- Effective administration of where we place your business
- Size and nature of the transaction
- The nature and procedures of the provider chosen and
- Any other factors relevant to the execution of your transaction.

We will only override the price and cost factors mentioned above if it may assist in delivering the best possible result for your specific current needs and circumstances.

In addition we will also take into consideration;

- Your client categorisation and how this effects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

### Where we place your business

Under our policy we will provide you with details, within a suitability report, of where we place your business. This is known as an execution venue and can be, for example, a regulated market such as the stock market, an investment fund or funds, a wrap or a company or an organisation where your business is placed.

Business can be placed into three trading areas;

1. - Through an appropriate third party business (which may or may not be a subsidiary or group company) such as a fund manager or a firm regulated by the Financial Services Authority
2. - Directly on a Regulated market such as the stock exchange
3. - Where you have provided your express consent, outside of a regulated market, such as specialist unregulated investments

Where your orders are transferred to another business for completion, we shall select such businesses according to our execution policy with a view to achieving the best possible result for you.

In applying our execution policy we may transact business with one or more companies and markets. A list of who we deal with for your business is available to you upon request. We monitor firms and organisations on an ongoing basis to assess their effectiveness.

In the event that we believe an alternative company, fund or market may be more suitable in achieving the best outcome for you, but is not already included within our list of execution venues, we will use such venues on either an occasional or permanent basis, as appropriate, to ensure you achieve the best possible outcome.

### **Specific Instructions from you**

When you give us one or more specific instructions relating to a transaction we shall execute your order according to your instructions. We will need your instructions confirmed in writing or e-mail should this apply.

In this situation, we can only apply our execution policy with a view to achieving the best possible result in respect of those areas where you have not provided us with specific instructions.

### **Warnings**

It should be noted that your specific instructions may contradict our execution policy and may not necessarily lead to the best possible result for you.

We will need your express prior consent in the event that you want us to place business outside of a regulated market. Your consent may be given to us in writing or by email.

You should be aware that some of our services by their very nature may not allow us to exercise any discretion over the execution of your transaction. In such situations we may not be able to apply this execution policy to any aspect of your instructions.

### **Monitoring and Reviewing**

Where we need to update or amend this policy we shall do so immediately. In addition, we will formally review this execution policy no less than once a year to assess its effectiveness in achieving the best possible result for you.

Where we make a material change, this shall be notified to you the next time we conduct business together.

### **Prior Consent**

In order to place business on your behalf, we require your prior consent to this execution policy.

You will be considered to have provided your prior consent to this execution policy if we receive an instruction to execute an order on your behalf.

# DATA PROTECTION STATEMENT

## The purpose of this Notice

As part of our arrangement with you, Rotherham Taylor Financial Planning Ltd (“we”, or “us”, or “our”) has certain obligations under privacy laws, including the Data Protection Act (the “Act”) to notify individuals how it will process any personal information it collects about them. This Notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information. You may be assured that we will treat all personal information as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the information.

## What type of personal information will be processed?

We collect and process various personal data about you for the purposes of providing advice, administration and management services which are explained in more detail below. “Processing” is defined in the Act but could include obtaining, recording or holding information or data. “Personal data” is information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day to day business activities include:

- name;
- date of birth;
- gender;
- ethnicity;
- marital status;
- address;
- telephone number and other contact details (including email addresses);
- job title; and
- bank account and other financial details.

Depending upon the types of products and services you require, the information collected and processed may also contain “sensitive personal data” for the purposes of the Act, which includes information held by us as to:

- your physical or mental health or condition;
- the commission or alleged commission of any offence by you;
- any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings;
- sexual life;
- in limited circumstances, your membership of a Trade Union;
- your political opinions, religious or similar beliefs

Any information which we receive fairly and lawfully relating to one of the above categories constitutes sensitive personal data. Examples of likely items which may contain sensitive personal data (although this is not an exhaustive list) are life insurance questionnaires, medical reports and SSP self-certification forms.

Please note that as with personal data, you have freedom of choice when it comes to your decision as to whether you provide us sensitive personal data. In addition to your right to request that we stop processing your personal data and sensitive personal data at any time, you have an opportunity at the end of this Notice to choose not to provide sensitive personal data to us at all.

You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data and/or sensitive personal data, this could impact upon our ability to provide you with certain types of product and services and may ultimately result in us being unable to provide them to you at all.

### How will my personal data be collected and used?

We collect personal data from you to the extent necessary to provide advice, administrative and management services and (subject to the provisions below), related marketing activities.

We may process your personal data and sensitive personal data for the following reasons:

- The administration, management and provision of advice in relation to financial services products;
- Our legitimate business processes and activities including internal audit, accounting, business planning and proposed and actual transactions (including joint ventures and disposals of business); and
- Compliance with legal (including dealing with claims), regulatory and other good governance obligations;

This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate. Some of the personal data that we maintain will be kept in paper files, while other personal data will be included in computerized files and electronic databases.

### Who might my personal data be shared with?

Your personal data will be made available for the purposes mentioned above and only to responsible management, human resources, accounting, audit, compliance, information technology and other corporate staff. It may also be made available to third parties providing relevant services to us, such as Paradigm Partners LLP, who provide us with certain support services, including regulatory support.

Certain personal data will also be reported to government authorities where required by law and for tax or other purposes. Personal data may also be released to external parties as required by legislation, or by legal process, as well as to companies you authorise us to release your personal data to. We will not sell your personal data to any third party.

### Direct marketing

We may wish to provide you with information about new products, services, promotions, and other information in which we think you may be interested. We may send you such information by postal mail, fax and telephone; unless you have registered with the appropriate Preference Service (we would be grateful if you could let us know if this is the case). If you purchase a product from us we may retain your address for future mailings. If you do not want your information used for direct marketing purposes at any time, please contact our customer services department by e-mail at [info@rtfinancialplanning.com](mailto:info@rtfinancialplanning.com) or by telephone on 01772 735865 to let us know and we will not send you any direct marketing.

### E-mail marketing

We would also like to provide you with the above information by e-mail. However, we appreciate that e-mail "spam" has become a problem in recent years. If you are a customer or you have previously asked us for information on our products:

- We may contact you regarding your purchase or other matters regarding transactions between us, or your customer relationship with us, or send you information on our products by e-mail, unless you have asked us not to do so; and
- We may also use your e-mail address to send you information about our products and services that we think may be of interest to you by way of informational e-mails, unless you have asked us not to do so.

A consent tick box is provided at the end of this form for you to indicate your preference to receive e-mail marketing. If you decide at any time that you no longer wish to receive marketing e-mails from us, please email us at [info@rtfinancialplanning.com](mailto:info@rtfinancialplanning.com)

**Your right to review and amend personal data**

You have the right to review your personal data and sensitive personal data held by us and have any inaccurate information about you corrected. If you wish to do so, or to notify a change in your details, please contact The Data Protection Officer on 0844 477 3213 or in writing at Cameron Chase, Lancaster House, 70-76 Blackburn Street, Radcliffe, Manchester. M26 2JW. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

**How to request that we cease processing your personal data**

If at any time you wish us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0844 477 3213 or in writing at Cameron Chase, Lancaster House, 70-76 Blackburn Street, Radcliffe, Manchester. M26 2JW

**How to withhold your consent**

Please tick this box if you do not consent to us processing any sensitive personal data.

Please tick this box if you are happy for us to contact you for marketing purposes by e-mail.

**Your Consent**

By signing below you are confirming that you accept the terms of this Notice. Before doing so, please contact us if you have any queries or concerns regarding the contents of this Notice

Client Signature

Client Name

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Client Signature

Client Name

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Date signed

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Date of issue

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