

# ABS FINANCIAL PLANNING LTD

## CLIENT AGREEMENT

184 Portswood Road, Southampton SO17 2NJ

Tel: 02380 333099

Email: [advice@absfinancial.co.uk](mailto:advice@absfinancial.co.uk)

ABS Financial Planning Ltd (ABS) is authorised and regulated by the Financial Conduct Authority. FCA Number 150285. You can check this on the FCA's Register by visiting the FCA's website [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0845 606 1234. The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

**Our Commitment to You:** Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk. Any advice provided will be confirmed to you in writing.

ABS Financial Planning Ltd takes all our regulatory responsibilities very seriously and we ensure that all our staff are required to demonstrate their competence to undertake their role and our business is structured in a manner that is designed to meet in full all the requirements set by our regulator, the Financial Conduct Authority, and under European Securities and Market Authority rules.

**Client Classification:** ABS classify all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA). Should you wish to be classified differently for investment business, please discuss this with your adviser. Your adviser will inform you should your circumstances dictate that we would need to classify you differently for non-investment insurance business.

Please note that should you wish to be considered as a different category of customer for investment business, such as a professional client or eligible counterparty you must inform us in writing. We will provide you with a new client agreement and you may lose a number of protections which will be outlined in that new agreement.

**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, Text Messaging, Letter & Fax.

**Language:** Please note that all our communications and documents will be provided to you in English

**Investment and Non-Investment Insurance Services:** ABS are permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

Transactional Only: With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request.

With Service Provision: We will provide services to you as more fully outlined in our Client Engagement/Fee Agreement.

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

**ABS do 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

**Independent Advice:** We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market

**Non-investment Insurance:** We offer products from a range of insurers on the basis of a fair analysis of the market, for example; for Term Assurance, Critical Illness and Income Protection Policies.

**Important Information about ABS and Tatton Asset Management Plc (TAM):** ABS Financial Planning Ltd owns 11,000, Graham Shields, Director owns 8,202, Andrea Sutcliffe, Director owns 4,101 of the shares in Tatton Asset Management plc ("TAM"). The value of these shares depends, at least in part, on how profitable TAM's subsidiaries (the "Companies") are, and how profitable they are expected to be. TAM's shareholders may also receive dividends from TAM. How likely that is, and how big these payments will be, also depends, at least in part, on how profitable the Companies have been.

The Companies include:

- Tatton Investment Management Ltd ("TIML");
- Tatton Onshore Tax Strategies Ltd ("TOTS")
- Tatton Oak Limited ("TO")
- Paradigm Partners Ltd ("PPL")

- Paradigm Mortgage Services LLP (“PMS”)
- Any other firm that TAM may acquire in the future that offers products and/or services to our firm.

These arrangements give rise to a possible conflict of interest. We have a legal obligation to take **all** appropriate steps to **prevent** a conflict of interest from adversely affecting the interests of our clients. We must therefore be satisfied that:

- We always act honestly, fairly and professionally in accordance with the best interests of our clients; and
- When we decide whether to:
  - invest, or recommend that our clients invest, in a product manufactured by a Company or someone else; and/or
  - use, or recommend that our clients use, a service provided by a Company or someone else,
 we pay no regard whatsoever to our shareholding in TAM; and
- If we decide that it is in our client’s best interests to invest in a Company product and/or use a Company service, there will be no possible disadvantage to our client, because we hold shares in TAM.

**Conflicts of Interest:** We have a legal and regulatory obligation to take all appropriate steps to identify and to prevent or manage conflicts of interest from arising. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks.

**Introductions to a Third Party:** We may receive a fee for making introductions to third party product or service providers. Should we receive a fee we will confirm in writing to you what that fee will be.

When acting as an introducer, marketer or promoter of a scheme, no responsibility is accepted for any matters arising from the referral to the scheme product provider. It is your responsibility to ensure that you enter into separate Terms & Conditions with the third-party advisor.

**Best Execution of Business:** It is our policy to transact your business in order to achieve the best possible results in terms of the:

- Price of products, providers and services
- Cost of advice
- Speed
- Size and Nature of the transaction
- Effectiveness of the Platform/ Provider/ Service Provider

**Data Protection:** For details of our Data Protection statement and policy, please see our separate Data Protection Statement and Privacy Policy, which will be provided separately to you.

**Payment for Services:** An initial meeting will always be offered at our expense with no further commitment. To ensure that you are fully aware of our advice costs and how and when you are going to be asked to pay for this, we will confirm this in writing to you and ask you to sign our engagement/fee agreement. This will be needed prior to any further work being undertaken by ABS.

Our hourly charging rates are as follows: -

	£
Specialist Adviser*	200
Adviser	130
Financial Planner	100
Administrator	40

\*Applies to work relating to Defined Benefit Pension Transfers and clients with investment portfolios which include Overseas Pensions, EIS, VCTs and specialist IHT mitigation schemes.

Please note that if you have paid for our advice by way of a cheque and you subsequently cancel the policy within the statutory cooling off period, we will not refund the fee received. No VAT is payable, and we will advise you if this position changes.

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our client engagement letter / fee agreement prior to any work being undertaken.

**Example Fees**

	£
ISA Transfer of £50,000	500
Pension Transfer of £50,000	1000
DB Transfer	5000

**Lump Sum Investment Business:** It is our company policy to offer you a choice on how we are paid for the Implementation Fee on any lump sum investment business. You may pay us for our initial advice by way of a percentage of funds invested, a fixed fee or an hourly rate.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

If we advise you to transfer from one product to another, in order to treat our customers fairly, there may be times where we voluntarily suggest and agree to delay the deduction of our fees for improved tax efficiency e.g. a Capped Drawdown. In all cases, we will confirm the timing of any deduction/s for our fees.

**Regular Premium Business:** It is our company policy to arrange for the payment for our advice to be deducted from the total amount collected by the product provider. The full details will be shown to you on the client specific illustration.

In some circumstances, we may ask for a separate cheque, payable to our firm. The full details of which will be shown to you on the client specific illustration

**Termination of our Services (Initial Advice):** You or we may terminate our authority to act on your behalf at any time by giving 7 days written notice. 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 for investment business, or by receiving commission from a provider for non-investment business, you will have to pay us for any work that we have completed up to the date of termination.

Full details of our financial review service are contained in our Engagement Letter. We will agree with you the frequency of these meetings and the service you will receive. Our standard annual servicing fee is 0.65% unless we agree on an annual fixed fee.

Example Investment Amount	Annual Service Charge	Example Annual Service Fee £	Minimum Annual Fee £
£100,000	0.65%	650	650
£200,000	0.65%	1300	650
£500,000	0.65%	3250	650

The actual fee charged will vary depending upon how the investment performs and it will increase and decrease in line with market movement.

**Termination of Our Services (On-going Advice):** You or we have the right to cancel payment for our on-going services by giving us 7 days written notice and we will terminate any on-going payments to be received from product or service providers. You will remain liable for any fees or charges due up to the date of termination.

Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further on-going advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

**Non-Investment Insurance:** We will be paid commission by the insurance company which will be disclosed in a personal illustration for you prior to your agreement to proceed.

**Complaints:** If you wish to register a complaint, please contact us in writing at the above address or telephone us on (02380 333099). If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service <http://www.financial-ombudsman.org.uk>.

**Compensation Arrangements:** We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

**Investment:** Most types of investment business are covered for 100% of the first £50,000 per person per firm, so the maximum compensation is £50,000 per person per firm.

**Pension & Annuities:** Personal pensions and annuities are often thought of as investment products. In reality, they are usually long-term insurance contracts. That means, were the firm providing the annuity to fail, the FSCS limit for long term insurance would apply, providing protection to 100% of the claim, with no upper limit

**Deposits:** Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISAs) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

**Protection; non-investment and insurance mediation business.**

**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.

For more details visit the FSCS website as shown above.

**Accounting to You:** 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.

**Clients 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.

We are unable to provide specific advice in relation to debt repayment

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

Print Name (s)	
Signature (s)	
Date	