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## CLIENT AGREEMENT

This Client Agreement is signed this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ between:

First party: \_\_\_\_\_ (the firm)

Second party: \_\_\_\_\_ (the client/s)

### 1. Introduction

1.1 This agreement sets out the general conditions under which the firm's services are to be provided to the client, including details of the specific services required and the firm's charges for these services. This agreement must be read in conjunction with the firm's Terms & Conditions and About Our Services & Fees documents.

### 2. Obligations

- 2.1 The client agrees to provide the firm with full and frank details about their personal, financial and other circumstances including knowledge and experience, risk appetite, ability to tolerate losses, capacity to accept losses and the client's aims and objectives in respect of any financial needs. The client has the legal capacity to enter into this agreement.
- 2.2 The firm confirms that it has the necessary delegated regulatory permissions to provide advice and services in those areas disclosed in the firm's About Our Services and Fees document.
- 2.3 The client has agreed to appoint the firm as their agent and accepts the firm's Terms & Conditions and Fees.
- 2.4 The firm has agreed to act as the agent for the client in relation to the services agreed at clause 3 below.
- 2.5 Unless otherwise confirmed in writing, the firm agrees to treat the client as a Retail Client.

### 3. Service

- 3.1 The firm agrees to conduct an analysis of the personal information provided by the client at the time of entering into this agreement and determine, based upon this information, that all existing arrangements held in the name of the client are still suitable and in the client's best interest or not, and report to the client details of this analysis.
- 3.2 The firm will provide advice and conduct a holistic analysis of all areas of the client's financial plans that fall within the regulated permission of the firm, and make personal recommendations in these areas or in those specific area/s as directed by the client set out here:
- .....

### 4. Payment

4.1 The client has agreed to provide the firm's payment for services using the following option:

- Within 30 days of the issue of a valid invoice to the client by the firm.
- By a single payment to the firm by a third party acting upon instructions of the client.
- In relation to regular premiums contracts, by a series of instalments to the firm by the client or third party acting upon instruction of the client commencing on \_\_\_\_\_ and continuing for \_\_\_\_\_ instalments with each instalment being £ \_\_\_\_\_.

4.2 The client has agreed to pay the firm for the firm's service:

**(A) Single Premium Investment or Transfer Value**

An Asset-Based Fee of \_\_\_\_\_ %\* of single premium investment or transfer value (estimated to be £ \_\_\_\_\_ ) inclusive of any administration or implementation fees.\*\*

**OR**

A fixed Fee of £ \_\_\_\_\_ inclusive of any administration or implementation fees.\*\*

N.B. Specialist Fees if applicable are payable by the client in addition to the above fees.\*\*

**(B) Regular Premiums**

For a Monthly premium of £ \_\_\_\_\_ the Standard Fee of \_\_\_\_\_ % ( £ \_\_\_\_\_ ) of the first 48 months premiums PLUS a fixed implementation fee\*\* of £295.00. **Total Fee payable £ \_\_\_\_\_**

**OR**

A fixed Fee of £ \_\_\_\_\_ inclusive of any administration or implementation fees.\*\*

**(C) Mortgage Advice (including Lifetime Mortgages & Equity Release)**

For each mortgage recommendation a Broker Fee of £ \_\_\_\_\_ and an administration charge £ \_\_\_\_\_ is payable on application. **Total Fee payable £ \_\_\_\_\_**

House Number & Post Code of Mortgaged Property: .....

**(D) Advice Only**

Our standard advice charges as detailed in our About Our Services & Fees document apply in accordance with the hourly rate for the service area being advised on. It is estimated that there will be a **Total Fee payable £ \_\_\_\_\_**

4.3 Payments for services will be made to In Partnership or the firm and not to a named individual.

4.4 Where options (A) or (B) above are selected and a recommendation is made & a report provided but no new transaction or contract is established, the appropriate Advice Charge & Fixed Fees\*\* will become payable.

\*Asset Based Fees apply to any future additional single contributions made at our standard published fee of 3%.

\*\*Please see our About Our Services & Fees document for full details of fees and charges.

**5. Cessation of the agreement**

5.1 The client agrees to settle in full any outstanding payments due to the firm at the time of the termination of this agreement. The firm agrees to provide the client with full details of all incomplete transactions at the time of the termination of the agreement, to assist the client in achieving completion of these.

**6. Marketing**

6.1 The firm will not use the client's personal details for the purpose of marketing other services and products offered by the firm, unless the client has recorded willingness to receive such marketing by ticking this box.

**7. Declaration**

7.1 This document is our standard Client Agreement upon which we intend to rely. For your own benefit and protection you should read this agreement carefully. If you do not understand any point please ask for further information and explanation before signing this agreement.

Signature for Firm: ..... Name: .....

Signature for Client : ..... Name: .....

Signature for Client: ..... Name: .....



## TERMS AND CONDITIONS

### Authorisation and Regulation

1. We are an appointed representative of In Partnership which is authorised and regulated by the Financial Conduct Authority (FCA). In Partnership's Financial Conduct Authority registration number is 190859.

The address of the Financial Conduct Authority is:

25 The North Colonnade  
London  
E14 5HS

2. In Partnership's permitted business is advising, arranging (bringing about) transactions in home purchase plans, home reversion plans, investments, P2P agreements, pension transfers, pension opt outs, regulated mortgages, consumer buy to lets, business buy to lets and non-investment insurances.
3. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Communications

4. We will communicate with you through a number of media include post, telephone and email. Where we verbally agree any course of action with you we will confirm your instruction back to you in writing before executing a transaction.

### Language

5. We will communicate with you in English.

### Conflicts of Interest

6. We will always act honestly, fairly and professionally when conducting business with you.
7. We will make you aware of the existence of any conflict of interest that we are aware of, which arises between the work we are doing for you and any of our other clients or ourselves, and obtain your consent to continue before we carry out your instructions.
8. We will take all reasonable steps to prevent conflicts of interest and to ensure your fair treatment where one does arise. A copy of our conflict of interest policy is available upon request.

### Compensation Information

9. We meet the requirements of the FCA rules regarding financial resources, including provisions regarding holding and maintaining appropriate professional indemnity insurance.
10. We are also covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. The value of this compensation depends on the type of business and the circumstances of the claim, as follows:

**Investment** - Most types of investment are covered up to a maximum limit of £50,000.

**Insurance** - Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

**Home Finance Products** - Mortgages, Home Purchase Plans and Equity Release advising and arranging is covered up to a maximum limit of £50,000.

**Deposits** - Deposits made by private individuals and small businesses to any authorised firms (retail deposits), are covered up to £85,000 per person, per authorised institution.

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

#### **Client Money**

12. We do not have the authority to hold client money and do not operate a client account for the receipt and payment of client money in respect of investment transactions. All client money should be paid to the product provider concerned.

#### **Other Benefits**

13. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we can provide to our clients. We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

#### **Disputes Resolution**

14. If you wish to register a complaint please contact us, or alternatively you may contact:

**In writing:** The Compliance Department, In Partnership,  
On-Line House, 50-56 North Street, Horsham, West Sussex, RH12 1RD  
**By phone:** 01403 214 200  
**By email:** [complaints@inpartnership.net](mailto:complaints@inpartnership.net)

Further details of how we handle complaints are available on request.

15. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Their contact details are:

**In Writing:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
**By phone:** 0800 023 4567  
**By email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **Transfer of rights and obligations**

16. It is agreed by both parties that the rights and obligations contained within this agreement can be transferred to our successors or another regulated firm where, (for whatever reason), we are prevented from exercising our rights and obligations with you under this agreement. We will inform you in writing of any proposed enactment of this clause.

#### **Law and Jurisdiction**

17. You agree that this agreement shall be governed and shall be construed in accordance with English Law, and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.

**This document forms part of our agreement with you. For your own benefit and protection you should read these terms and conditions carefully before signing our client agreement. If you do not understand any point please ask for further information.**