2015

alexander beard

Client Agreement

Alexander Beard Wealth LLP is an appointed representative of Alexander Beard Investment Management Limited, which is authorised and regulated by the Financial Conduct Authority No. 225566, registered in England No. 4216659. Alexander Beard Wealth LLP & Alexander Beard Investment Management Limited are member companies of The Alexander Beard Group of Companies Limited registered in England No. 2144184



1. INTRODUCTION

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

Alexander Beard Wealth LLP is a financial planning business, focused on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on investments, non-investment insurance contracts and mortgages. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

If we intend to advise you on mortgages, we will provide you with a separate document detailing the services we offer and the costs of those services.

Full details of what is included in each of our services are provided in our Financial Planning and Investment Management Services Brochure.

2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 10 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

We offer both **initial** and **on-going** services. Any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Our on-going services are optional, however, where you agree to purchase an on-going service, unless otherwise agreed, the on-going service will be provided as a follow up to the initial service.

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

In some circumstances we may provide you with a non-advised service where you will **not** receive advice or a recommendation from us. Where this is the case we will provide details of our non-advised services and charges separately.

3. COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with Section 6 – Cancellation, below.

4. FINANCIAL PLANNING AND HOW WE CHARGE FOR IT

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

Charges for the on-going service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and on-going services are part of the same package.



Investment Planning

We advise on all types of pensions, ISAs, General Investment Accounts for collective investments and insurance based investments. These financial products generally offer a wide range of investment funds for you to choose from. Our centralised research process narrows down the market of collective investment funds to a shorter range of preferred funds. This range is reviewed periodically and can change. A list of our preferred funds is available upon request.

Our advice is **restricted** to this range of preferred funds for the financial products highlighted above. There are no restrictions on the product providers or platforms used to access these preferred funds (subject to the preferred investment fund being available within the product).

Additional investments into existing investment funds that are outside our preferred fund list are also considered, where practicable. If you have already arranged an investment that is not on our preferred fund list, and you would simply like to increase the amount invested, we are able to advise you.

The Managed Portfolio Service is offered via the Old Mutual Wealth platform only.

We do not advise on the following types of investment - structured products, venture capital trusts (VCTs), enterprise investment schemes (EISs) and exchange traded funds (ETFs).

Initial charges

Our initial charges relating to new work such as new investments and one-off reviews are as follows:

Initial Service	Initial Charges
Implementation Fee % Charge For establishing a new investment as a result of our advice, the charge is calculated as a % of the amount invested. It is paid once only, when you initially invest.	The first £100,000 is charged at 3% The next £150,000 is charged at 2% Then above £250,000 is charged at 1% For Example: We recommend that you set up a new investment of £200,000. If you decide to go ahead, the implementation charge would be as follows: First £100,000 3% = £3,000 Next £100,000 2% = £2,000 Total Charge = £5,000.
Ad-hoc Advice Fee Hourly Rate Suitable if you just want help on a specific area but don't want a full financial planning review and are not looking for ongoing support afterwards. We would charge an hourly rate based on the cost for individual carrying out the work.	Partner or Associate £250 per hour. Manager or Paraplanner £150 per hour. Supervisor £100 per hour. Administrator £75 per hour. For example: You ask us to prepare a valuation of your assets to be discussed with a Partner in a meeting lasting 1 hour, where the valuation of your assets took 2 hours to prepare. Administrator £75 x 2 hours = £150 Partner £250 x 1 hour = £250 Total Charge = £400 (VAT may be added)
Regular Contribution Fee If you ask for our advice on a regular savings policy or to start a regular savings pension, we would charge an implementation fee of 1 month's savings amount, payable up-front.	Our charge for advice on regular savings is determined by the amount you wish to save, and is simply one month's regular savings. For example: You ask us to advise you on saving £500 per month into a pension. Our fee will be £500 if you decide to proceed.



Final Salary Pensi	on Transfer
Advice	

If you ask us to advise you on the merits of transferring final salary pension transfers we will need to perform additional analyses in addition to a detailed report. Transfer Value Analysis and Report Fee: £995 (VAT may be added) which can be offset against the implementation fee above.

For Example: We conduct a Transfer Value Analysis, prepare a detailed report to the requirements of our regulator and satisfy the obligations of the pension scheme Trustees to protect your interests. If the transfer does not proceed, a fee of £995 would be payable. If the transfer does proceed then an implementation fee is payable which can offset the report fee (please see Implementation Fee above).

Paying our initial charges

Our charges are payable on completion of our work and must be settled within 14 business days. Payment can be made either by:

- 1. Cheque or bank transfer (we do not accept payments by cash, debit or credit card).
- 2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may 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.
- 3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).

If you select option 2 or 3 we will discuss how it works and the implications of using this payment method with you prior to putting it in place.

Our on-going charges

Any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed with you and confirmed in our service agreement. The charge for this service will commence alongside the initial charge, paid monthly if taken as a % of funds under management.

We offer **two levels of on-going service, Premium and Optimum**. The Managed Portfolio Service can be added to either of these on-going service levels. Full details of what is included in each of these services are available in our Financial Planning and Investment Services Brochure.

On-going Service	On-going Charges
Premium Service • Access to Online	Our annual on-going charge for this service is 0.5% of funds under management.
 Valuations Full administration services Annual review meeting (at your request) 	For Example: • For a fund of £50,000, our fee would be = £250 per annum
Monthly newsletter & additional email bulletins	 For a fund of £100,000, our fee would be 0.5% of £100,000 = £500 per annum



Optimum Service	0	ptimu	ım Se	rvice
-----------------	---	-------	-------	-------

- Including all of the above Plus:
- An additional review meeting each year (at your request).

Our annual on-going charge for this service is **0.75% of funds** under management.

For Example:

- For a fund of £50,000, our fee would be = £375 per annum
- For a fund of £100,000, our fee would be 0.75% of £100,000 = £750 per annum

Managed Portfolio Service (Added to either of the above)

Annual recommendations for your Asset Allocation and Fund Selection based on our latest research. An advisory service which will require your agreement for each recommended change to your investments.

Our annual on-going charge for this service is **0.25% of funds under management** and is payable in addition to the services above.

For Example:

- For a fund of £100,000, our fee would be 0.25% of £100,000 = £250 per annum
- For the Premium Service this would take the total cost (0.50%+0.25%=0.75%) to £750 per annum
- For the Optimum Service this would take the total cost (0.75%+0.25%=1.00%) to £1,000 per annum.
- The amount of our annual on-going charges may increase as the size of your fund grows.
- In some circumstances we may receive on-going payments (commission) from product
 providers relating to existing investments you hold. Such payments may be taken into account
 when determining the charges for on-going services. We will discuss and agree this with you
 where relevant.

Paying our on-going charges

Payment of on-going charges can be made either by:

- 1. A regular fee, paid monthly by standing order.
- 2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility.

On-going 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. Please note that if paying by standing order, should you fail to pay the agreed amount within 30 days we will withdraw our services until the outstanding amount is made good by you.

Referrals to a Discretionary Fund Manager (DFM)

As part of our service we may decide to refer you to a Discretionary Fund Manager (DFM) to manage some of your investments. We will only do this if we think it is a suitable solution for you. We will explain to you in writing why we have recommended the services of a DFM and how the selected DFM will manage your money.

Where appropriate, we may refer you on to a DFM. If, having assessed your needs and objectives, we consider that a DFM service is an appropriate solution for you we will:

- Undertake appropriate due diligence and recommend a DFM service/provider that we believe best meets your needs and objectives
- Attend initial meetings with you and the DFM if requested by you
- Ensure that your relationship with the DFM is established correctly



- Review the DFM's performance under the terms agreed for our on-going services (see above)
- Attend annual review meetings to ensure the DFM service continues to meet your agreed needs, objectives and mandate, if requested by you

There will be no additional charge for providing this service. Any work involved is included as part of our initial and on-going charges for our standard financial planning services.

Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers, based on a fair analysis of the market.

You can pay for our advised protection services by:

- 1. Commission only (where this is available)
- 2. A fee calculated on an hourly rate (only where no commission is payable)

Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may 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.

Paying by fee

Our fee will be calculated on an hourly rate basis.

Example charge to a new client requiring family protection against death and critical illness based on £100,000 of cover, assuming some underwriting queries in the application process (such as obtaining further medical information or discussing options with more than one insurer).						
Administrator 3 hours at £75 per hour = £225 Average cost for a new protection						
Manager or	1 hour at £150 per hour = £150	client is				
Paraplanner		£875				
Adviser	2 hours at £250 per hour = £500	In practice costs could vary considerably.				

5. OUR OBLIGATIONS

Recommendations

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

Best execution

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our best execution policy is available on request.

Protecting your personal information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.



Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. This information may be transferred electronically (e.g. e-mail) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may 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.

Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

6. CANCELLATION

Termination of this Agreement

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

On-going 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.



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 no 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.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation** period for a life, protection, payment protection or pension policy and a **14 day cancellation** period for all other policies.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

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

7. HOW YOU ARE PROTECTED

Alexander Beard Wealth LLP is an appointed representative of Alexander Beard Investment Management Limited, which is authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

The Financial Services Register number for Alexander Beard Investment Management Limited is **225566**. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Unless we notify you in writing to the contrary, we will be treating you as a **retail client.** This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In writing: Group Compliance Officer, Alexander Beard Investment Management Limited, 14-16 Rossmore Business Village, Inward Way, Ellesmere Port, Cheshire CH65 3EY.

By phone: 08446 780 078 **By e-mail:** info@abg.net

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

Financial Services Compensation Scheme

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. This depends on the type of business and the circumstances of the claim.

Investments - most types of investment business are covered for up to a maximum of £50,000. **Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.



We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk/consumer.

Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

8. GENERAL

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Investment related

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Investment Performance & Risks

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

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 in light of your personal circumstances and the financial resources available to you.



Insurance related

Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

9. DATA PROTECTION

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your 'personal data' for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested

The information provided may also contain 'sensitive personal data' for the purposes of the Act, being information 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; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer at the address given previously.

We will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. 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 data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.



10. YOUR 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. This client agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

Services & Charges agreed

Initial fees for the following financial products / work:		*Note: Where the fee is expressed as a % of total investment the actual amount may vary depending on the value of funds received.		Paid by (✔)		
		Fee Expre	ssed as:			
	Applicable?	% of Total Investment	Amount (£)*	Client Directly	From Product	From Platform Cash Acct.
Implementation Fee:						
First £100,000 3% =						
Next £150,000 2% =	Yes / No					
Above £250,000 1% =						
Total =						
Regular Contribution Amount:		Not				
Monthly Savings Amount:	Yes / No	Applicable				
Final Salary Pension Transfer Advice						
Transfer Value Analysis and Report Fee £995 + VAT	Yes / No	Not Applicable				
Ad-hoc Advice Charge						
Partner £250 x hours						
= £						
Manager £150 x hours	Yes / No	Not Applicable				
= £		Applicable				
Administrator £75 x hours						
= £						
Commission payment for protection policy(ies)	Yes / No		Disclosed on provider quotation			
Hourly rate alternative for all work on protection policies, where commission option is not available (payable even if a new policy cannot be established).	Yes / No	Not Applicable			Not Applicable	Not Applicable
TOTAL INITIAL FEES	Yes / No					



On-going fees on the following financial products:		*Note: The amount of the on-going fee will increase as the size of your fund grows				
	Applicable?	Fee Expre % of Total Investment	Approx Amount (£)*	Client Directly	Paid by(√) From Product	From Platform Cash Acct.
Premium Service: 0.5% p.a.	Yes / No					
Optimum Service: 0.75% p.a.	Yes / No					
Managed Portfolio Service: 0.25% p.a.	Yes / No					
TOTAL ANNUAL FEES	Yes / No					

ABG Client Reporting Online Service - Respecting Your Privacy

If you have selected the Premium or Optimum on-going services, we welcome you to our online valuations community. If applicable, we will establish a joint account for you, as a couple, for you to monitor your joint financial matters.

Some of your financial products may be held in joint names and some in your own individual name. When you access the online valuations you will see all products belonging to both yourself and your partner (i.e. your joint products and each of your own individual products).

We wish to highlight that this means that your partner will be able to view any individual products belonging to you. If you prefer to have your own individual access, which will allow only you to access your individual products then please indicate your preference below:

Client Reporting Online Access	Please Tick
Joint Access I / We are in agreement to receiving a joint access to the Alexander Beard Group Online Valuation system. I understand that this means that whilst I can access joint products held by myself and my partner, it also means that my partner can view my own individual products and I give my consent to that access.	
Individual Access I / We prefer to have my own individual access, which will allow only me to access my individual products, belonging to me. I understand that any joint products can be accessed under a separate joint log-in.	
Not Applicable Only certain pension and investment contracts are included in the Online Reporting system.	



Signatures:

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Alexander Beard Wealth LLP and any relevant third parties. I/We agree that Alexander Beard Wealth LLP, or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

We may wish to contact you in the future so that we can provide information about other services that may be of interest to you.

We may wish to contact you in the future so that we can provide information about other services that may be of interest to you. Please tick if you would like to receive information about our services by means of:							
Email Teleph	one	Text	Post		Social Media		
Alternatively, if you prefer not to be contacted about other services, please tick here:							
By signing this documen	t I / we conf	irm:					Please Tick
Receipt of the client agree	ement:						
Receipt of the Data Prote	ction Staten	nent and cons	ent to th	e proce	essing of data:		
Acceptance of the initial fee as confirmed in the relevant table above:							
Acceptance of the on-going fee as confirmed in the relevant table above:							
Agreement to Client Reporting Online as specified in the relevant table above:							
Date of issue:							
Client name(s):							
Client Signature(s):							
Date:							