

baxterpearse ltd

financial consultants

CLIENT AGREEMENT

Regulation and Status

Baxter Pearse Financial Consultants Limited is an Appointed Representative of Lyncombe Consultants 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 Lyncombe Consultants Ltd is 618025. Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 1116768. Please note that tax advice and estate planning are not regulated by the FCA.

Our Services

Baxter Pearse Financial Consultants Limited offers independent advice as part of our service.

Being **independent** means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Our services include:

- **Investments** - we will 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. We will consider and review all relevant Retail Investment Products, as defined by The Financial Conduct Authority, when advising you.
- **Pensions** – we will recommend pensions based on a comprehensive and fair analysis of the market. We place no restrictions on the pension markets we will consider before providing pension recommendations, unless you instruct us otherwise. We will, however, only make a recommendation when we know it is suitable to you.
- **Non-investment Protection Contracts** - we advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

We offer you an initial discussion without charge or obligation. We will start work after this meeting when we have agreed our services and charges.

Your Aims and Objectives

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 have the right to take any complaint to the Financial Ombudsman Service.

Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning, and that area should not form part of the advice given, we can exclude it if you instruct us to do so. This may have a bearing on the advice that is given.

Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

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 have recommended.

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, any other early termination rights and penalties will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

The areas we can advise on include:

- Life assurance
- Investment bonds
- Pensions
- Annuities
- Phased retirement & income drawdown
- Critical illness cover
- Income protection
- Unit trusts
- Open ended investment companies
- ISAs
- Structured deposits
- Enterprise investment schemes
- Venture capital trusts
- Structured products

We do not provide advice in relation to individual share holdings, options, futures and other derivative contracts as well as unregulated collective investment schemes as we believe that these are unlikely to be suitable for the majority of our clients.

This process covers the:

- gathering of information about your existing financial arrangements and full personal circumstances
- gathering of information about your scheme from the administrators and trustees
- understanding of your investment knowledge and attitude and tolerance towards investment risk and capacity for loss
- creation of a Transfer Value Analysis cash flow planning process may have to be carried out
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings
- preparation of our recommendations to you
- arranging a second appointment to explain and discuss our recommendations in detail

Our charge for this service is a fixed fee of £475 payable on provision of the report containing our recommendations to you. This fee will be waived wholly or in part should you decide to implement any of our recommendations.

We do not provide advice on mortgages.

We will provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, and we will carry out this review at least annually. To do this we will need to contact you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a written review setting out the results of our assessment and, if relevant, any updated recommendations.

Our normal ways of communicating with you are by telephone, post, e-mail or in person. Our communications will be in English. We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

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.

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 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.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us to a solicitor or accountant.

Client Money

Baxter Pearse Financial Consultants Limited is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Complaints

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

- **In writing:** Rex Coleman, Lyncombe Consultants Limited, Pera Business Park, Nottingham Road, Melton Mowbray, Leicestershire LE13 0PB
- **Telephone:** 01664 503759
- **Email:** rex@lyncombeconsultants.co.uk

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme ('FSCS'). The FSCS is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

- **Deposits** – provision and mediation of investments: protection for 100% of £85,000 per person, per authorised institution.
- **Investments** - most types of investment business are covered for up to a maximum of £85,000.
- **Insurance** - advising and arranging is covered for a minimum of 90% of the claim, without any upper limit.

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

Conflict of Interests

Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly. We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Termination

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. Termination must be given in writing and will take effect from 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.

Data Protection

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

Some services are provided to Baxter Pearse financial Consultants Limited 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. You agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the General Data Protection Regulation (GDPR), to any such third parties. You also agree that this information may be transferred electronically, e.g. e-mail, and you agree that 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 and investment managers may administer your policy and 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.

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

Benefits we may 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 (e.g. 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 enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests.

Our Remuneration

Following our initial discussion (for which there is no charge) should you decide to proceed there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs.

Our charges fall into the following categories:

- **Initial charges:** these are the upfront costs of our services.
- **Service fee:** once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work and we will also explain your payment options.

We will not charge you until we have agreed with you how we are to be paid. We will also tell you if there are other costs that might arise in connection with the services we provide to you.

The initial charge for advice, research and arranging an investment, pension transfer or regular investment is detailed in the following table. Our ongoing fee, incorporating our standard service and investment review, is also detailed in this table:

		Initial Fee	Monthly Service Fee
Investments			
Portfolio:	up to £100,000	3% of Investment	0.5% ongoing service fee
	£100,001 to £350,000	2% of Investment	0.5% ongoing service fee
	Over £350,001	1% of Investment	0.5% ongoing service fee
	ISA New Plans	3% of Investment	0.5% ongoing service fee
	ISA Transfers	3% of investment	0.5% ongoing service fee
Pensions/Pension Consolidation/Retirement Options, Flexi Access Drawdown			
Regular Premium:		£250	0.5% ongoing servicing fee
Single Contribution:	up to £100,000	3% of Investment	0.5% ongoing servicing fee
	£100,001 to £350,000	2% of Investment	0.5% ongoing service fee
	Over £350,000	1% of Investment	0.5% ongoing service fee
Pension Transfers:	Direct Offer	2% of fund capped at £500 with a minimum Fee of £250	
Retirement Options Annuity Purchase			
Review of Annuity Market & Annuity Purchase	1.5% of fund purchasing the Annuity Income		
Administration Fees			
All administration fees and ongoing servicing of all plans is included within the 0.5% per annum servicing fee.			
All above fees are the maximum fees chargeable.			

For more complex and bespoke planning, a separate fee will be agreed with you.

In circumstances of protection planning we may receive a commission payment from a product provider. Typically, the commission payment may be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

** any fee paid in advance for production of report will be deducted from this amount*

Payment Facilitation

Our initial adviser charges are payable once we have completed our agreed work and must be settled within 28 days if you decide to pay our fee directly. You can pay our adviser charges by cheque. We do not accept payments by cash. You will be provided with a receipt upon payment. If you are paying by instalment (only applies when you have taken out a regular contribution contract) it is important that you make payments as agreed. Where you miss a payment or cancel the contract from where the payments are coming from, we will invoice you separately for the missed amount.

You may also pay our adviser charges via deductions from the financial product(s) that you invest in, where the product 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. If you select this option, we will discuss the implications of using this payment method with you prior to putting it in place.

Payments for on-going services can be made either by regular fee (paid by standing order) or by deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product provider is able to offer this facility. These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications of using this payment method with you prior to putting it in place.

Our charges for ongoing services will start at the same time as our initial fee and must be settled within 28 days of the end of the relevant period. Ongoing services can be cancelled at any time by informing us in writing but please note that we do reserve the right to charge you for services we have provided before cancellation.

We will discuss your payment options with you and agree with you how we will be paid.

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 several documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Cancellation Rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

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, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies, the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued 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.

Protection Business

You can pay for our advised protection services by fee, commission or a combination of these. In relation to non-investment protection contracts, if you wish us to work on a fee basis the fee will be based on the hourly rate basis detailed above. Any commission can be used to offset this fee. Any surplus will be refunded to you. Where we are paid by commission, we will tell you the amount before we carry out any business for you.

Guide to Services and Fees

To help you understand the overall costs of our services and recommendations we will add together all the costs and charges payable. This is referred to as aggregated costs and charges information.

Below is an indication of costs for a potential solution that we may recommend. These are purely designed to provide an indication of what the overall costs may look like as we will not know exactly what solutions we will recommend until we have assessed your needs and circumstances.

We will confirm the actual aggregated costs and charges based on our recommendations within our suitability report.

In this example, £300,000 has been invested into a Personal Pension. All of the investments are held on a platform.

- The initial advice fee to Baxter Pearse Financial Consultants Limited for the advice and to implement the recommendation(s) is 3% of the first £100,00 and £2% of the remaining £200,000 and 0.5% per annum, payable as 1/12th of 0,5% per month for the review of the ongoing suitability of the investments.
- The platform has an annual charge of 0.327% before VAT.
- The annual fund charge for the Pension Investment Portfolio is 0.82%.

*For simplicity in this example, the value of the investment remains unchanged for subsequent years.

Aggregated costs and charges	Initial costs	Ongoing annual fees for subsequent years*	
Our charges		%age	Amount
For advice and ongoing services.			
First £100,000 invested	£3,000		
Next £200,000 invested	£4,000		
Total Initial Charge	£7,000	2.33%	
On Going Adviser Servicing Fee	0	0.5%	£1,500
Platform charges			
Based on £300,000 investment	0	0.327%	£981
Investment / product charges			
Personal Pension Investment (£300,000)		0.82%	£2,460
Aggregated overall costs	£7,000		£4,941

This example is based on the Old Mutual platform.

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Non-Advised Services

You can pay for our non-advised services based on commission or fee. We will tell you how we get paid and the amount before we carry out any business for you.

Obligations

We will require you to provide up to date and accurate information of your personal circumstances and financial planning objectives or to confirm in writing you are instructing us on an execution only basis (if appropriate).

We will report to you in writing, clearly documenting our recommended course of action. Our recommendations will be made based on the written and verbal information provided by you and will take into account the objectives stated by you.

All the information given to us, and the recommendations and advice provided by us to you will be kept confidential and will not be disclosed to anyone, except as you agree in writing, or to whom we have a regulatory obligation. You may, however request that a copy of your details may be made available to your Accountant or Solicitor.

It will be your decision alone to implement any recommendations.

Termination of Agreement

This agreement may be terminated at any time, by either party giving notice in writing. It is also understood that as part of this process you will make the necessary arrangements to transfer your assets away from Baxter Pearse Financial Consultants Limited’s management.

Your Consent

This is our standard terms of business upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. Please sign both copies of this agreement and return one copy to us. If you do not understand any point please ask for further information.

I authorise the transfer of information, on a confidential basis when warranted between any third parties.
I acknowledge that this agreement will come into effect from the date of issue.

We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Applicant _____
Signature

Applicant _____
Name

Applicant _____
Signature

Applicant _____
Name

Adviser Name _____

Adviser Signature _____

Date: _____