

## Terms and Conditions

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with our Client Agreement (what we do and how we charge). If there's something you do not understand please ask us to explain it.

If you have a question or concern about any aspect of our services, please contact us at:

- Telephone: 0333 207 2151
- Email: [info@eafp.co.uk](mailto:info@eafp.co.uk)
- Website: [www.eafp.co.uk](http://www.eafp.co.uk)
- In writing: East Anglian Financial Planning Ltd, Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Fees and Services schedule (what we do and how we charge)** document, our **Privacy Policy** and our client services brochure which have also been provided to you.

Section 4 (useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide are shown in section 5 (services agreed).

### 1. Our obligations

#### Our recommendations

- Before providing advice, we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't 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 might of course have a bearing on the advice that might have been given.
- Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.



- We'll 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've recommended.
- Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll 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'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.
- 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 arrange are provided in the relevant product literature provided.
- 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'll explain the respective responsibilities of ourselves and the DIM in relation to your investments.
- We may, where appropriate, recommend you place some, or all, of your investments with a Discretionary Investment Manager (DIM). In this scenario, the DIM will manage a portfolio of your investments (model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DIM.
- Where we make such a recommendation, we will confirm the respective responsibilities of us as your adviser and agent, you as the Investor, and the DIM, in writing to you. Our relationship with you is that we will act as your agent, at least insofar as it means that you give us your authority to act on your behalf in relation to the DIM. Where we recommend you use a DIM, we will be acting as your agent and will use all reasonable steps to discharge our responsibilities to you with care and due diligence. We will undertake appropriate due diligence on the DIM and ensure that the services provided by the DIM meet your investment objectives and risk profile.



- Some of the DIM's that we use operates on an 'Agent as Client' basis. This means that the DIM will treat us – acting as your agent – as their regulatory client. We become the client of the DIM on your behalf. There is no direct written contract between you and the DIM. Depending on the services they provide, the DIM might not even know your identity. This type of arrangement is different from an arrangement whereby you have a direct relationship with the DIM. All communication in relation to the discretionary investment management service will be between the DIM and us acting as your agent. There will normally be no direct communication between you and the DIM. You should be aware that with this type of arrangement, you may lose some protections afforded to investors (retail clients) who have a direct relationship with the DIM. The DIM will treat us as their client, not you.
- We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There's a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

### **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'll 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.

### **Best execution**

- Where we send investment applications on your behalf to third parties (for example to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
- We have a 'best execution policy'. If you want to see a copy of it, please ask us.



## **Conflict of interests**

- Although we'll 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 clients' conflicts with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll 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.

## **Protecting personal information**

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

## **Communicating with you**

- Our normal ways of communicating with you are by telephone, post, e-mail, Portal, SMS text message 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.
- We will keep a record of all relevant communications including telephone calls.
- A copy of the relevant communication will be available on request for a period of five years from when the record was made

## **2. Your obligations**

This section sets out your obligations in agreeing to receive our services.

### **Providing information about your circumstances**

Our advice will be based on the information that you give so it's 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 the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.



## Payment for services

- By signing this agreement, you are agreeing to pay our charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We'll tell you if any payments are subject to VAT.
- Our initial charges are payable once we have completed our agreed work and must be settled within 28 business days.
- If you are paying our initial charges by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment or cancel the contract from where the payments are coming, we'll send you an invoice for the full amount due which must be paid within 28 business days.
- In some limited circumstances (for protection planning business) we may receive a commission payment from a product provider. Typically, the commission payment will 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. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.
- Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- Our charges for ongoing services will start on the first annual review meeting or monthly if taken as a % of funds under management. Our charges are payable within 28 business days of the end of the relevant period.
- **Ongoing** services can be cancelled at any time by informing us in writing (see section 3 Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a % of your investments, the amount of our ongoing charges may increase as the size of your fund grows.



- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

### **Legal and accounting advice**

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 discussions with us, to a solicitor or accountant.

### **3. Cancellation and amendments**

#### **Ending this agreement**

- 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 of termination must be given in writing and will take effect from the 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.

#### **Amendments**

From time to time, it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least 28 business days before they are due to take effect.

#### **Product 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.



#### 4. Useful information about our services

##### Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 605096.
- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts.
- You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

##### What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.
- Telephone: 0333 207 2151
- Email: [info@eafp.co.uk](mailto:info@eafp.co.uk)
- In writing: The Compliance Manager, East Anglian Financial Planning Ltd, Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE.

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](http://www.financial-ombudsman.org.uk).

##### Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for clients 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:

- Investments – Eligible claims related to most types of investment business are covered for 100% of a claim up to a maximum of £85,000 per person per firm
  - Insurance – In most cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit
- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

#### 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 (for example 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 ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

#### 5. Services agreed

##### Initial and top up advice required

Full Advice Required	Tick to Confirm
Investment Advice	
Pensions Advice	
Advice relating to protection planning	
Retirement Advice	
Protection Advice	
Pension Transfer Advice	
Other advice	





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Preferred method of payment of initial advice fees (please tick)

Direct Payment (Invoice)

Or

Deduction from the product (where possible)

You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens, we will discuss it with you and confirm in your personal recommendation report

### Ongoing Advice Required

Ongoing Service	Tick to Confirm
Transactional	
Silver	
Gold	
Platinum	
Platinum Plus	

Our fees for the above services are set out fully in the attached Fees and services schedule which must be read in conjunction with these terms and conditions.

## 6. Consent

We have provided you with a copy of our Privacy Notice which provides information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

### Sensitive personal data

As explained in our Privacy Notice there are certain categories of personal data that are sensitive by nature. These categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health.

Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. In



the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from East Anglian Financial Planning Ltd.

Please note that you may withdraw this consent at any time by notifying us at our main business address.

### Marketing

From time to time, we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this, we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by:

Email		Telephone		Post	
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### 7. Declaration

- I/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
- I/we confirm we have read and agree with the enclosed privacy agreement
- 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 Court

Date of Issue	
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Client name	
Client Signature	
Date	
Client name	
Client Signature	



Date	
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On behalf of East Anglian Financial Planning Ltd

Adviser name	
Date	

**Enclosures:**

East Anglian Financial Planning Ltd Fees and Services agreement  
East Anglian Financial Planning Ltd Privacy Policy

**Appendix A - protecting your personal information**

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider. We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (for example by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (for example telephone / email / letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a



product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

- We have issued you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement, we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.