

## CLIENT AGREEMENT

C J Financial is an appointed representative of Financial Solutions 2000 Ltd, which is authorised and regulated by the Financial Services Authority. FSA Number 192806

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### **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.

### **Client Classification**

C J Financial classifies 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 Services Authority (FSA). 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, Letter, Fax and SMS Text (Short Message Service).

### **Investment and Non-Investment Insurance Services**

C J Financial is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or non-investment insurance contract or service which we feel may be of interest to you.

C J Financial **does 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.



*Sole Proprietor – Colin J Larkin*  
36 Kestrel Close, Kingsnorth, Ashford, Kent TN23 3RB  
**Tel: 01233 503322 Fax: 01233 503377 E-mail: [enquiries@topifa.co.uk](mailto:enquiries@topifa.co.uk) [www.topifa.co.uk](http://www.topifa.co.uk)**

## **Scope of Advice**

### **Investment**

We offer products from the whole market.

### **Non-investment Insurance**

We offer products from a range of insurers on the basis of a fair analysis of the market for Life Assurance, Permanent Health Insurance, Critical Illness Cover, Private Medical Insurance and Mortgage Protection.

We only offer products from a limited number of insurers for Accident Sickness & Unemployment Insurance and Buildings and Contents Insurance. Ask us for a list of insurers we offer insurance from.

## **Conflicts of Interest**

C J Financial offers advice in accordance with that disclosed to you in this agreement. Occasions may arise where we or one of our other clients 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.

## **Best Execution**

It is our policy to transact your business in order to achieve the best possible results in terms of the nature and price of the products selected, transaction charges, administration and service excellence. Further details of our policy regarding this are attached to the back of this document.

## **Termination of Authority**

You or we may terminate 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 Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

## **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 (such companies include, for the avoidance of doubt, Financial Solutions 2000 Limited, Paradigm Partners LLP and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time) 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 FSA 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.

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive personal data.

If you are not happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

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 on 01233 503322 or in writing at C J Financial, 36 Kestrel Close, Kingsnorth, Ashford, Kent TN23 3RB.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. 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.

### **Payment for Services**

#### **Investment**

#### **Paying by fee**

Whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

#### **Hourly Rate**

We will confirm the rate we will charge in writing before beginning work. Our typical charges are:

Principal £135 per hour, Administration £50 per hour. We will tell you if you have to pay VAT.

## **Reviews**

We will confirm what we will charge you in writing before beginning work. Our typical charges are:

Initial review : £495 Annual review : £295. We will tell you if you have to pay VAT.

## **Paying by commission**

If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing to us up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

Examples of typical commissions payable are as follows:

If you invest £7200 in an individual savings account (ISA) we would receive commission of 3% of the amount invested (£216) and 0.5% of the value of the fund (£36 based on a fund value of £7,200) every year.

If you invest £50,000 in a Personal Pension Plan we would receive commission of 3% of the amount invested (£1500) and 0.5% of the value of the fund (£250 based on a fund value of £50,000) every year.

If you invest £10,000 in an OEIC or Unit Trust we would receive commission of 3% of the amount invested (£300) and 0.5% of the value of the fund (£50 based on a fund value of £10,000) every year.

## **Paying by a combination of fee and commission**

We charge an annual fee as described in the fee information set out above. If we arrange for you to purchase a financial product, then we will also retain commission which will be in line with the arrangements set out in the section headed "Paying by commission (through product charges).

## **Non-investment insurance**

### **Paying by commission**

No fee is charged for Life Assurance, Permanent Health Insurance, Critical Illness Cover, Private Medical Insurance, Mortgage Protection, Accident Sickness and Unemployment Insurance and Buildings and Contents Insurance. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us. We reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not however charge a fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company.

Please note that there is a possibility that other costs, including taxes, could be incurred related to transactions in connection with investment business that are not paid via the firm or imposed by it.

For certain transactions that we recommend to you, C J Financial will accrue a notional entitlement under a Discretionary settlement. The value of this entitlement does not impact on the overall charges applied to your investment, and the actual cost to you will be disclosed as required by the Financial Services Authority.

In addition to the above, for certain transactions that we recommend to you, we will also receive a royalty payment from the provider as part of the annual management charge. This payment will be made on an annual basis and again will not affect the charges applied to your contract as disclosed to you at the point of application. We will be happy to provide you with details of the payments as they relate to your investment should you request these.

### **Complaints**

If you wish to register a complaint, please contact us in writing at the above address or telephone us on 01233 503322.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Compensation Arrangements**

We are 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.

### **Investment**

Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

Further information about compensation scheme arrangements is available from the FSCS

### **Insurance**

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder 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.

Further information about compensation scheme arrangements is available from the FSCS

### **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.

By also signing this agreement you hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties.

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

Client name(s) \_\_\_\_\_

Client signature(s) \_\_\_\_\_

Date of signature(s) \_\_\_\_\_

Date of issue \_\_\_\_\_