



*Impartial Investment, Pension and Tax planning*

## **CLIENT AGREEMENT**

EJ Financial Limited is authorised and regulated by the Financial Conduct Authority. FCA Number 670594.

You can check this on the FCA's Register by visiting the website: <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768 or at the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

### **OUR COMMITMENT TO YOU**

Prior to providing you with any advice we will take time to understand your current financial goals and objectives, current circumstances and attitude to risk. We will write to you after the first meeting to confirm our discussion and to inform you whether a review is necessary and the attendant fees. You will not have incurred any charges or have made any commitment up to this point in our exchanges. Any advice recommendations will be confirmed to you in writing.

### **CLIENT CLASSIFICATION**

EJ Financial Limited classifies all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business which means you are afforded all of the protections under the rules of the Financial Conduct Authority (FCA). Should you wish to be classified differently for investment business then you should 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, Dropbox, Telephone, Letter & Mobile.

### **LANGUAGE**

Please note that all our communications and documents will be provided to you in English only.

### **INVESTMENT AND NON-INVESTMENT INSURANCE SERVICES**

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



**Transactional only** - with regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request.

**With our Client service provision** - we will provide services to you as more fully outlined in our initial and post sales agreement.

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 service which we feel may be of interest to you

EJ Financial Limited **does not handle clients' money**. We never handle cash or 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).

## SCOPE OF ADVICE

### INDEPENDENT ADVICE

We will advise and 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.

### NON-INVESTMENT INSURANCE

We offer products from a range of insurers on the basis of a fair analysis of the market, for example; for Term Assurance, Critical Illness and Income Protection Policies

### CONFLICTS OF INTEREST

EJ Financial Limited 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, placement and price of the products selected, transaction charges, administration and service excellence. Further details of our policy are available upon request.

### PAYMENT FOR SERVICES

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this, we will always confirm this verbally and in writing to you, asking for your agreement by signing our fee agreement confirming the approximate amount and method of payment.



Generally, we will ask you to pay for our services at the end of the advice process. This will be after we have completed an initial financial analysis of your current position and have agreed that we can provide advice to you.

Please note that if you have paid for our advice by way of a cheque, and you subsequently cancel the policy within the statutory cooling off period, we will not refund the fee received.

We offer the option to pay our fee by different methods (see below); we will agree which method of payment is most appropriate to your needs and confirm this to you in our Client Engagement letter. Our fees will become payable once we have agreed the services you will receive and once you accept our recommendation and we will confirm this to you in our Client Engagement documents.

## **ESTABLISHMENT FEES – LUMP SUM INVESTMENT**

### **Lump Sum Business**

It is our company policy to offer you a choice of how you pay us the Establishment Fee on lump sum business. This can be by way of a separate cheque, payable to our firm, or for you to agree to a deduction of our fee from the investment amount sent to a fund manager or provider prior to its investment.

In order to facilitate this, the provider will need explicit evidence that you have agreed to this method of payment and we shall ask you to confirm this in our client engagement documents, for onward transmission to the provider.

### **Business that is transferred**

If we advise you to transfer from one product to another, we may agree with you to pay the establishment fee by way of separate cheque or by deduction from the transferring fund to pay for our advice prior to its investment. To treat our customers fairly there may be times where we voluntarily suggest and agree to delay the deduction of our fees for improved tax efficiency e.g. a Capped Drawdown. In all cases, we will confirm the timing of any deduction(s) for our fees.

## **PAYMENT BY FEE (INITIAL ADVICE)**

You would normally pay us for our initial advice by way of a percentage of the funds invested.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested but the payment may not be as tax efficient, as it may have come from already taxed income.



Example of our Establishment fee as a percentage of the funds invested or transferred is below.

Example Invested Amount	Typical charge on the first £100,000 is 3%,	Typical charge from £100,001 to £250,000 is 2%	Typical charge from £250,001 to £500,000 is 1%	Typical charge from £500,001 to £1,000,000 is 0.5%	Typical charge for £1,000,001 + is 0.25%	Total Fee	Amount Invested
£100,000	£3,000					£3,000	£97,000
£250,000	£3,000	£3,000				£6,000	£244,000
£500,000	£3,000	£3,000	£2,500			£8,500	£491,500
£750,000	£3,000	£3,000	£2,500	£2,500		£11,000	£739,000
£1,250,000	£3,000	£3,000	£2,500	£2,500	£625	£11,625	£1,238,375

All figures quoted above are purely for example, the actual fee paid may be less or more than this and will depend on the complexity of the work undertaken and will be confirmed to you in our client engagement documents prior to any work being undertaken.

### HOURLY RATES

For Generic or Holistic advice, we reserve the right to charge an hourly rate.

Fees payable will be calculated by taking into account the number of hours required to undertake the work and the hourly rate of the individual carrying out the work.

If work is undertaken purely on an hourly rate basis you may also ask us not to exceed a given amount without checking with you first or we may agree a fixed fee for work undertaken.

The hourly rate for Mr Edward John Shaw is £250 per hour

### WORK THAT CAN BE UNDERTAKEN

Investing for growth or income
Retirement Planning
Estate Planning (Wills, Power of Attorney, Inheritance Tax, Long Term Care, Trusts)
SIPP's involving Property Purchase

### FINANCIAL PLAN FEES – FULL HOLISTIC REVIEW

£2,500 to include all of the above in a Focused One-off Holistic Review



## FEES – REGULAR PREMIUM INVESTMENT

It will always be our policy to provide our Clients with the facility for regular **monthly** investment with **ZERO** establishment fees for the monthly contributions. All regular **monthly** contributions will be invested in full into the recommended plan(s).

## TERMINATION OF OUR SERVICES (INITIAL ADVICE)

You or we may terminate our authority to act on your behalf at any time. You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination.

## NON-INVESTMENT INSURANCE

Payment can be made by fee, commission or a combination of both. You will receive a Client Specific Illustration which will detail any other fees relating to your particular insurance policy.

## ONGOING CLIENT SERVICE OPTION

Client Service Category	Example Investment Amount	Example Annual Service Charge	Example Annual Service Fee
Regular Full Review and Planning Service	£100,000	0.75%	£750
	£500,000	0.50%	£2,500
Regular Telephone Review Service	£100,000	0.50%	£500
	£250,000	0.50%	£1,250
Ad Hoc Advice Service	£100,000	1.25%	£1,250
	£250,000	1.25%	£3,125

Please note that where the ongoing fee is paid as a percentage of the funds under management, the amount we receive will vary depending on the investment performance and the size of the fund.



## TERMINATION OF OUR SERVICES (ON-GOING ADVICE)

You have the right to cancel payment for our on-going services with 30 days notice in writing and subject to written confirmation from us. Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further on-going advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

## 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 for 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 EJ Financial Limited at the address stated above or on 01892 234884.

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.



## **OTHER BENEFITS WE MAY RECEIVE**

We advise on a range of products from a variety of firms; some of these firms may provide us with regular technical updates and training and refreshments in their offices and occasional 'Corporate Networking' events. This helps us to meet our Continuous Personal development (CPD) requirement from the FCA and to offer you an up to date, competent and better service.

Further information regarding these arrangements is available on request.

## **COMPLAINTS**

If you wish to register a complaint, please contact us in writing at 2<sup>nd</sup> Floor, Johnsons Building, The Broadway, Crowborough, East Sussex TN6 1DE or telephone us on 01892 234844.

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

## **FINANCIAL OMBUDSMAN SERVICE**

Do wish to make a complaint and are not sure how to get started? To get in touch with the Financial Ombudsman Service you can contact them by telephone on 0300 123 9 123 or 0800 023 4567.

They are available from 8am to 8pm Monday to Friday and from 9am to 1pm on Saturdays. You can also email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or make general enquiries online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **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 £50,000, so the maximum compensation is £50,000.

### **Insurance**

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

## **DEPOSITS**

Money in accounts like current and savings accounts, including cash ISA's are covered up to £75,000 per individual, per authorised firm. It should be noted that 'authorised firms' may have several different brands.

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. We will provide 6 monthly or 12 monthly portfolio valuations depending on the Service Proposition that you are subscribing to and your individual wishes.

## 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.

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

## ANTI MONEY LAUNDERING

The European directive on Anti Money Laundering requires us to verify your address and identity and we will require a copy of a photo ID and a bill (other than mobile), less than 3 months old, addressed to you at your current home address.

## Agreement Signature(s)

I/We agree that we are aware of the Establishment Fees and Ongoing Advice fees and agree to the adviser being remunerated on the basis indicated.

**Client 1 Name** X-----  
(Please Print)

**Client 1 Signature** X-----

**Client 2 Name** X-----  
(Please Print)

**Client 2 Signature** X-----

**Date of Issue** X-----





*Impartial Investment, Pension and Tax Planning*

•

EJ Financial Ltd • 2nd Floor • Johnsons Building • The Broadway • Crowborough • East Sussex • TN6 1DE  
Tel: 01892 234884 Email: [info@ejfinancial.co.uk](mailto:info@ejfinancial.co.uk) Website: [WWW.EJFINANCIAL.CO.UK](http://WWW.EJFINANCIAL.CO.UK)

EJ Financial Ltd. Registered in England and Wales No 9370740 2<sup>nd</sup> Floor, Johnsons Building, The Broadway, Crowborough, East Sussex TN6 1DE  
EJ Financial Ltd is authorised and regulated by the Financial Conduct Authority No 670594