

# **Client Service Agreement**

for Financial Advice & Service







# **AffinityFinance**

**Independent Financial Advisors** 

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Client Service Agreement (CSA)

#### **Service Agreement**

This **Service Agreement** sets out the basis upon which we will work with you both now and in the future. Your formal acceptance of these Terms & Conditions is required before we can do any work for you. Please therefore complete and return this document to us if you would like us to help you in our professional capacity.

For the purpose of this Agreement, we define **Initial Advice** as being any financial arrangements that we have not yet dealt with. It therefore follows that any subsequent work is classified as **Ongoing Advice** as referred to under the **Service & Maintenance** sections below.

Please also read our brochure entitled **Financial Planning Advice** which explains how we will work with you, and what we can do to help you. You might also like to visit our website for further information, and for other documents about financial planning advice.

# Scope of Service

We are **Independent Financial Advisors**, authorised and regulated by the **Financial Conduct Authority** (FCA) under the Firm Reference Number **452196** which you can verify online at **www.fca.org.uk** 

We will act on your behalf, and in your best interests, advising you, making recommendations to you, and helping you establish and maintain your Financial Planning arrangements on an impartial and whole of market basis. We are not tied, owned, or otherwise obligated to any third parties; and will always serve you on an independent and best advice basis.

Our Advisory Services include Investments, Pensions, Annuities, Personal Wills, Family Trusts, Powers of Attorney, & Inheritance Tax Plans.

We do not discriminate between clients of different affluence or nature; and we treat all our clients with equal care and respect.

# **Accountability & Documentation**

We will confirm to you in writing, by way of a **Financial Planning Report**, the suitability of our advice and recommendation, and all transactions carried out on your behalf. We will also make arrangements for all contracts and policies to be registered in your own name; and will forward to you all such original documents and periodic/renewal statements as and when they are issued.

#### **Communications & Instructions**

All written communications will be by email and/or other online media services wherever possible, or by post if and when necessary. We will require your written instruction to carry out any advice, service, or transaction on your behalf; but in the interest of expediency, we will act upon a verbal instruction subject to your subsequent confirmation in writing within 5 business days.

# **Authority to Act**

This **Service Agreement** confers upon us absolute authority to act in our full professional capacity on your behalf, in favour of of all Regulated Financial Contracts held by you, and serviced by us, until further notice, which may be given by either party at any future time.

# **Code of Conduct**

We will conduct our business with you in an open and honest manner, and will make every possible effort to provide an efficient and caring service. We subscribe and adhere to the code of ethics as prescribed by the **Personal Finance Society** (Chartered Insurance Institute) available online at <u>www.thepfs.org</u>.uk

# **Customer Classification**

Affinity Finance will classify you as a **Private Retail Client** which means that you will not be expected to have any professional knowledge or expertise in financial planning, and that you are not a business or commercial entity of any kind.

#### **Client Money**

We do not directly receive or remit Client Money or Financial Assets to any Third Parties. All such monies must be made payable directly to the appropriate recipient – although we may forward such payments on your behalf.

# **Data Protection**

The information you provide to us is subject to the terms and conditions of the **Data Protection Act** which is administered by the **Information Commissioners Office**. This permits us to process your personal data for the purpose of providing financial advice, establishing and maintaining contracts, and carrying out relevant administration work only. We will not use this information to your detriment or for general marketing purposes.

Please let us know in writing if you would like a copy of the information we hold on file about you, or wish us to stop using or otherwise cease processing this data in our professional capacity.

#### **Client Identification Procedures**

In accordance with the **Anti Money Laundering Regulations** we are required to verify your identity and to hold evidence of this on file. For this reason alone, we will therefore ask you to provide us with suitable identification, and where appropriate, will request that this is updated so as to maintain its validity.

#### **Financial Ombudsman Service**

If you should have a complaint about us or a relevant third party, please let us know immediately. You should send your complaint to us in writing so that we can initiate corrective procedures. If you still feel dissatisfied with our resolve, you may subsequently complain to the **Financial Ombudsman Service** at **www.financial-ombudsman.org.uk** 

#### **Financial Services Compensation Scheme**

We subscribe to the **Financial Services Compensation Scheme**, which means that you may be entitled to statutory compensation in favour of a valid claim against us or a relevant third party in the event of discontinuation or insolvency. Further information about your compensation rights are available both from us and from the Financial Services Compensation Scheme at **www.fscs.org.uk** 

#### Termination

This agreement may be terminated either by you or us at any time; and will become effective after **30 Days** written notice. Cancellations will be effected without prejudice to either party or to the completion of any transactions already in progress.

#### **Initial Fees**

We always work on a Client Fees basis; and our Initial Service Charges are calculated as follows:

- Hourly Rate@ £55 per Hour subject to an Initial Minimum of £220
- Valuation Rate @ 1% of the Initial Sum at outset only.

We offer an **Initial Consultation** without any charge or further obligation; and thereafter will agree our costs with you before completing any chargeable work on your behalf.

This Initial Consultation may include any reasonable number of correspondences – such as phone calls, emails, and exchange of documents, together with a personal meeting as may be required. We consider this courtesy to be in mutual best interest.

Our fees may either be paid directly by you; or we can collect them indirectly from the provider of the contract or account that we service on your behalf. In this latter case we reserve the right to reclaim from you any loss incurred by us as a result of you cancelling an arrangement without our written agreement.

# **Service & Maintenance**

A significant amount of our work is helping you look after your financial planning arrangements after they have been set up. We are therefore pleased to offer you the following Service & Maintenance provision:

#### Communication

We will contact you at least twice every year to review your Financial Planning Needs & Objectives; and you are also free to contact us whenever you would like our help.

#### Information

We will automatically let you know about any significant changes in the Financial Planning arena which might be relevant to you.

#### **Investment Management**

Investment and Pension Accounts are dynamic by nature, and thus subject to constant change. Our Service & Maintenance Plan therefore keeps a constant watch of everything happening of relevance within the overall financial arena, and subsequently to take any appropriate action.

We do this for you in the background on a perpetual basis; and also carry out structured ongoing Investment Reviews. This is a proactive strategy, and is essential to maintain an appropriate, and hopefully successful Investment or Pension Account.

We will automatically implement on your behalf, any preferred Asset Selections/Allocations, and will notify you of these in advance in writing. You will then have the choice to accept these proposals, or to decline them if you do not wish to implement our advice.

#### **Investment Reports**

You will receive a full Investment Valuation & Transaction Report twice each year for the Fiscal Full Year and Half-Year Periods ending each 5th April and 5th October respectively. You will also receive any Interim Reports or Statements which may arise on an ad-hoc basis.

This is a full Advice & Maintenance Service, and is conducted in accordance with our knowledge and understanding of your financial circumstances, attitudes, and objectives.

#### **Fees**

The **Ongoing Charge** for this Service & Maintenance Plan is **1% Year** of the Capital Value of your relevant Investment & Pension Accounts; and is payable on a monthly basis at **0.08% Each Month**.

This Service Charge is usually collected indirectly from the provider of the contract or account that we service on your behalf. Alternatively, you can choose to remit this directly to us via a Standing Order arrangement.

#### **Declaration of Acceptance**

I/We, declare my/our full acceptance of the above Terms & Conditions:	
Self Name:	Partner Name:
Signature:	Signature:
Date:	Date:

These **Terms & Conditions** apply to both you and us mutually; and are valid now and until such time as they are superseded. We will notify you of any such changes, and will provide you with an updated **Service Agreement** which you may freely choose to accept if you would like us to continue to help you in our professional capacity.

We will also send you a return copy of this signed document for your reference.

#### **AffinityFinance**

Independent Financial Advisors
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The Personal Finance Society

Sole Proprietor: Steve Elis Dip PFS
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