

Date:

Retail Client Agreement

Welcome to Walsh & Co Financial Planning.

As you know from our initial discussion our service is designed to deliver to you a tailor made plan to meet your goals and objectives, financial or otherwise. We prepare **your** bespoke financial plan using our unique Financial Navigation System in conjunction with the powerful Truth™ planning tool. Your plan may include solutions involving financial products where appropriate. This client agreement should be read in conjunction with the appropriate service standard relating to the service that you want us to provide to you and our Initial Disclosure Documentation that accompanies this document.

What levels of service do we offer?

Our initial service involves preparing an initial guide ("Where Am I Now Guide?") and a detailed plan ("What Should I Do Now Plan?"). We charge a flat fee for this service of £975. £500 is payable upon signing this agreement with the balance payable at our meeting to discuss the guide and plan. Vat may be payable at the standard rate and you will be advised of this when the work has been completed. The initial service is the 1st and 2nd stages of our unique Financial Navigation System. This service is agreed with you following our initial free exploratory meeting with you.

At the conclusion of the initial service the third stage of our unique Financial Navigation System begins. This includes an annual "Am I Still on Track?" review. As mentioned above the level of fees that we charge depend upon the level of service you require. We therefore offer 4 levels of service. You should refer to the detailed Service Standard attached to this document which sets out in full what each level of service offers. In summary, the 4 levels of service are:-

Private Client	This is our premier service. It includes regular interim reviews and an annual face to face meeting with you. You have unlimited access to us at any time between reviews so that any issues/problems that may arise can be discussed and suitable action taken if required. There are many other services provided, as part of this service level which, are set out in the Service Standard.
Executive Client	This service includes an annual review meeting and access to us during the year together with several services which are set out in the Service Standard.
Partner Client	This service includes an annual review meeting and access to us during the year.
Fixed Project	This is a standalone service that provides advice and guidance on one-off areas of concern. An annual review will only be provided if you request one.

How are we paid?

We charge a fee for our ongoing planning service which you would pay by monthly standing order. The level of fee depends upon the service that you require us to provide to you. Where we arrange financial products for you as part of your plan you may pay for this service either by fee or commission or a combination of the two methods. All fees are agreed with you before we carry out any work on your behalf.



If we have agreed not to charge you a fee for our services because we will receive commission from a product provider, and you subsequently stop making regular contributions, we may have to repay commission to the product provider. Where this means that the cost of advice has not been met we reserve the right to charge you a fee for costs outstanding, except if you cancel the policy during the statutory cooling off period. If we recommend to you any product to which this arrangement applies, we will tell you the fee payable, and the latest time at which it would be charged.

How does the advice process work?

Once we have agreed upon the initial service we will need to gather and analyse personal information about you, your finances, your needs and objectives and your attitude to investment risk. Having obtained this information we will prepare the "Where Am I Now?" guide and then the "What Should I Do Now?" plan. We will then meet with you to discuss these with you and agree upon what action is required including arranging investments or products for you. You are not obliged to follow these recommendations.

If you have agreed to our recommendations we will then proceed to implement these on your behalf, registering investments in your name unless you instruct us, in writing, to register them differently.

We will then arrange an annual review with you where we update all of your financial information and prepare the "Am I Still on Track?" Review. This will be discussed at the meeting together with any changes to your circumstances that might have an impact on your plan.

We may contact you in the future by means of an unsolicited financial promotion (by telephone or post) should we wish to discuss the merits of a particular product or service which we feel may be of interest to you.

General Terms and Conditions

You need to be aware of the duties and rights that you have.

Commencement date – This Client Agreement comes into effect on the date you receive it from us and will continue until further notice. Should we amend these terms, we will endeavour to give you 10 business days notice of the change, unless it is impractical in the circumstances to do so.

You have a duty to disclose material information – It is your duty and responsibility to provide complete and accurate information. Failure to disclose material information or any inaccuracies in the information given may lead to serious consequences and could affect the advice and terms of the policy/investment.

You may have Cancellation Rights – We will inform you of your statutory right to cancel. The 'Distance Marketing Directive' normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

If Conflicts of Interest arise – Occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

Investment Risk – All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk. Investments can fall as well as rise and you may not get back the full amount invested. Past performance is not necessarily a guide to future performance.

Client Money – We do not handle client money. We never accept a cheque made out to us (unless it is in settlement of fees or disbursements). We do not handle or accept cash.

It pays to know your number!

Termination of this Agreement – 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 by first class post and will be deemed to have arrived 2 business days after being posted. Any business currently being completed will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date.

FSA Client Classification – The rules of the Financial Services Authority require our firm to categorise clients as Retail, Professional or Eligible Counterparty Clients. As a firm we are not authorised to deal with Eligible Counterparty clients.

A **Retail** client will be afforded all the protections of the regulatory system, whereas **Professional** clients will be given a lower level of protection and reduced access to the Financial Ombudsman Service. As a firm we wish to categorise and treat **all** our clients as **Retail clients** such that they have the full protection. In signing this document you are agreeing to this level of FSA client categorisation. Should you wish us to treat you differently, please set out your requirements in writing.

Please however note that under the regulatory system only certain clients are deemed to be eligible complainants by the Financial Ombudsman Service and therefore treating an individual or firm as a retail client who would ordinarily be a professional client will not necessarily mean that you will be classified as an eligible complainant. Typically business with a group annual turnover of more than £1m; trusts with net asset values of over £1m and charities with annual incomes of over £1m at the time of the complaint will not be classified as eligible complainants. Please visit www.financial-ombudsman.org.uk for more details.

Professional Indemnity Insurance – In order to comply with Financial Services Authority rules, we hold Professional Indemnity which is currently to an overall aggregate limit of £1.50 million. Claims in excess of our aggregate amount may not be fully covered.

Financial Services Compensation Scheme – Our Key Facts about our services document details the cover provided by the Financial Services Compensation Scheme should we be unable to meet our obligations. The cover available will be dependant on the type of contract effected. .

Data Protection statement regarding the use of your Personal Information – The information you have provided to us is subject to the Data Protection Act 1998. By signing this document you consent to us (or any company associated with us) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. You also agree that this information may be transferred electronically, e.g. via email and you agree that we, or any relevant third party, may contact you in future by any means of communication which we consider appropriate at the time.

Processing includes obtaining, recording or holding information or data, transferring it to other companies associated with us for administration, or to 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.

You may be assured that we (and any company associated with us) will treat all personal data as confidential and will not process it other than for legitimate purposes. 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 of, or damage to the data.

A record of all the information you provide to us will be held on file for a period of not less than six years from the date when you cease to be a customer, and indefinitely where we transact a Pension Transfer, or a Pension policy for a Client who has decided to Opt-Out of (or not join) his Employer's pension scheme. Under the Data Protection Act you (or your Agent) have the right to inspect or receive copies of these records together with any other data relating to them during the retention period. We will comply with a request to receive copies of our files within 1 month and reserve the right to charge up to the maximum allowed under Data Protection Act rules for such copies (currently £10.00). We must however reserve the right to refuse to provide you with copies of records if information pertaining to other parties would also be disclosed.

It pays to know your number!

Walsh & Co cannot be held responsible for incorrect Data held in the event that there is material nondisclosure of information or if you do not advise us of changes in your circumstances. In order for us to provide you with a comprehensive service and to ensure our records remain as up to date as possible you should always notify us of any significant changes to your personal details/circumstances (e.g. name change, address change, new employer etc.) as soon as possible after they happen.

Law – This Client Agreement is governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority trading standards department or Citizens' Advice Bureau.

Complaints - If you have a complaint about the advice you receive or a product which we have arranged on your behalf, please write in the first instance, detailing the nature of your complaint, to The Compliance Officer at Walsh & Co. We must deal with your complaint in a prescribed manner. If you remain unhappy with the outcome, you may refer your complaint to the Financial Ombudsman Service. Details of how to do this will be given to you at the time.

We require you to provide us with the following services:
(Please tick the relevant box)

Initial ("Where Am I Now Guide?" and "What Should I Do Now Plan?")

Private Client Service

Executive Client Service

Partner Client Service

Fixed Project - _____

(please give details of the project(s) you require us to carry out)

I/we accept the terms of the Client Agreement as set out in this document and confirm that we require your to provide the services indicated above.

Signed by client:

Signed by client:

Date signed _____

Date Signed _____

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