

A background image of a large Gothic cathedral with multiple spires, set against a hazy, mountainous landscape. The image is partially obscured by a large, dark grey diagonal shape that points towards the bottom left corner of the page.

TERMS OF BUSINESS & CLIENT AGREEMENT

This document contains important details about Pentins Financial Planners Limited, how we are regulated and the basis upon which we will provide services to you. Please study this carefully to make sure that our services are right for you.

Pentins Financial Planners Limited
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mail@pentinsfp.co.uk

INTRODUCTION

WHO REGULATES US

Pentins Financial Planners Limited is an Appointed Representative of Professional Financial Planning Group Ltd who are Authorised and Regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services in the United Kingdom. Our Financial Services Register number is 804844 and a full list of Appointed Representatives can be found on the FCA register.

You can check this on the Financial Services Register by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

INDEPENDENT

We provide independent investment advice. We will consider a range of regulated products from the available market that can meet the investment objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

NON-INVESTMENT PROTECTION CONTRACTS

For non-investment protection contracts, we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair analysis of insurers for term assurance, income protection, critical illness.

Full details of the products we recommend will be confirmed in the product literature you will receive before it is arranged. We will inform you if any investment we recommend restricts future access to your capital.

YOUR RIGHTS

Unless we notify you in writing to the contrary, we will be treating you as a “retail client” for investment business. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

ASSIGNMENT

We may assign any or all of our rights under any agreement on giving you no less than one week’s written notice. You may not assign, subcontract or encumber any right or obligation under any agreement, in whole or in part, without our prior written consent, at our sole discretion.

YOUR RESPONSIBILITY

We offer financial planning and advice based on the information you have provided us with. Therefore, it is your responsibility to ensure that the information you provide is accurate. Any failure to do so or any failure to inform us of any subsequent changes may impact the quality of advice you receive.

You should also be aware that incorrect information or any changes that you fail to inform the product provider of may invalidate your policy. We do not accept any responsibility for verifying any information that you provide to us or ensuring that it is complete before passing it on to an insurer or another product provider.

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on verbal instructions to avoid any possible misunderstandings.

CLIENT MONEY

We do not handle clients’ money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees or disbursements for which we have sent you an invoice) or handle cash. All cheques for investment purposes should, therefore, be made payable to the product provider with which you have decided to invest your money.



FINANCIAL PLANNING & THE ADVICE PROCESS

STAGE 1: INTRODUCTORY DISCOVERY MEETING

This will normally take the form of a face-to-face meeting, and the main purpose will be to obtain as much information as possible relating to your financial circumstances and objectives. If you decide to go ahead, we will complete:

STAGE 2: DATA GATHERING

We will research and analyse the information in order to prepare a report to suit your individual objectives.

STAGE 3: DEVELOPING YOUR FINANCIAL PLAN

The report will comprehensively outline your current position and make recommendations to maximise the opportunities for achieving your goal(s).

STAGE 4: IMPLEMENTING RECOMMENDATIONS

If you decide to proceed with our recommendations, we will act to implement the agreed actions and liaise with third parties on your behalf.

STAGE 5: ONGOING REVIEWS

In order to ensure that your objectives are achieved, it is important to make sure that the strategy we have implemented continues to be appropriate.

AGENT AS CLIENT / DISCRETIONARY FUND MANAGER (DFM)

In certain circumstances, we will recommend a Managed Portfolio Service (MPS) provided by a Discretionary Fund Manager (DFM).

In the event that we recommend you should use a Discretionary Fund Manager (DFM) to manage some or all of your portfolio, and you agree, you authorise us to appoint the DFM as your agent. That is, to conclude a contract for the DFM's investment management services on your behalf, without further reference to you, but only to the extent that we have agreed.

The DFM will be responsible for the discretionary investment management decisions it takes in relation to the portfolio it is managing, and we will be responsible for recommending that all or part of your portfolio is managed by the DFM. In this circumstance, we will be treated as the client of the DFM and you will not have a direct client relationship with the DFM in respect of the investment management services provided by the DFM.

A consequence of this arrangement is that we will need to make any complaint to the DFM should you or we be dissatisfied with any aspect of the service provided by the DFM. Furthermore, neither you nor we will have rights to refer any such complaint to the Financial Ombudsman Service.



OUR COSTS & CHARGES

Before we provide any advice, we will agree with you the cost of our services. We will enter into a fee agreement with you. Below is a summary of our standard charging structure for our advisory work:

INITIAL DISCUSSION

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and we will confirm how we can support you in working towards these goals. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

FREE OF CHARGE

FINANCIAL REVIEW & RECOMMENDATION

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers the:

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- preparation of our recommendations to you;
- arranging a second appointment to explain and discuss our recommendations in detail.

FIXED FEE OF £2,500

POLICY ARRANGEMENT & IMPLEMENTATION – LUMP SUM INVESTMENTS OR TRANSFERS

Should you instruct us to proceed with (any of) our recommendation(s) we will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;
- Provide confirmation of all actions taken on your behalf in writing.

Our charge for this service is based on a percentage of the amount you invest and/or transfer. These charges are applied as follows:

£0 - £83,333 – 0%
£83,333 – 150,000 – 3%
£150,000 AND OVER – 1%

EXAMPLES OF WHAT YOU MIGHT PAY

Example 1: Investment of £83,333 Investment of 1st £83,333 = free Planning fee £2,500. Total Fee £2,500

Example 2: Investment of £150,000 Investment of 1st £83,333 = free (£150,000 - £83,333) £66,667 x 3% = £2,000
Planning fee £2,500. Total Fee £4,500.

Example 3: Investment of £300,000 Investment of 1st £83,333 = free (£150,000 - £83,333) £66,666 x 3% = £2,000
£300k - £150k = £150k x 1% = £1,500 Planning fee £2,500. Total Fee £6,000

HOURLY RATES

If you wish to engage us for a specific piece of work or retain us on an hourly rate. We will agree on a fixed amount or a limit above which we will contact you for further instructions based on these rates.

FINANCIAL PLANNER

£200 PER HOUR

PARAPLANNING

£120 PER HOUR

PLANNING ASSISTANT/ADMINISTRATOR

£75 PER HOUR

EXAMPLES OF WHAT YOU MIGHT PAY

The time taken to research a typical and non-complex investment/retirement need/objective, to collate the information and devise an appropriate report, may take anything up to 14 hours shared between adviser and paraplanner plus 8 hours administration, which would incur a fee of £2,600.

POLICY ARRANGEMENT & IMPLEMENTATION – REGULAR SAVINGS / INVESTMENTS

In cases where a recommendation is made for a regular contribution contract – such as a personal pension, an ISA, or another investment vehicle into which monthly contributions are made – our fees may be deducted at a rate of 10% of each contribution over the first 12 months of the plan. Charges calculated on regular premiums are levied at our discretion depending on your individual circumstances and the recommendations made. We will tell you if and when any such charges are going to be combined with other fees, reduced, or waived.

EXAMPLES OF WHAT YOU MIGHT PAY

Example 1 - Monthly contributions of £50pm; TOTAL FEE £60 (£5pm for 12 months). Therefore, for the first 12 months the amount invested will be £45 per month.

Example 2 - Monthly contributions of £200pm; TOTAL FEE £240 (£20pm for 12 months)

Example 3 - Monthly contributions of £300pm; TOTAL FEE £360 (£30pm for 12 months)

Invoices are issued within 10 days of either an advice service being finalised and/or presented, or in the case of implementation fees, within 10 days of your product/s being commenced.

WHAT IS NOT INCLUDED IN OUR FEES?

Will writing, advice on trusts outside of a product and complex tax calculations/advice. In addition, we will pass on any third-party expense such as Capital Gains Tax (CGT) reporting or third-party discretionary management fees which we may be invoiced on your behalf. If we do need to charge you for any of these services a fee will be agreed with you in advance. Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

ONGOING FEES

Whether you have a sizable and complex portfolio of products, or one or two modest investments, it is important to consider how these should be managed going forward.

WHAT IS INCLUDED IN OUR ONGOING MANAGEMENT SERVICE

As a minimum our ongoing management service will provide:

- The offer of a face to face, web, or telephone review meeting at least annually which we will contact you to arrange. The review will include:
 - A review of your attitude to risk to identify changes in your profile and to confirm the ongoing appropriateness of your portfolio against your attitude to risk.
 - A review of your investment performance against your objectives and circumstances.
- An annual rebalancing of your portfolio, if required.
- Annual valuations.

EXAMPLES OF WHAT YOU MIGHT PAY

Service Level	Example 1 Portfolio value of £200k	Example 2 Portfolio value of £400k	Example 3 Portfolio value of £800k
3 Star Annual Review- 0.65% *Range £1,200 - £6,000	£1,300 per year	£2,600 per year	£5,200 per year
4 Star Annual Review Bespoke Portfolios- 0.85% *Range £2,500 - £18,000	£2,500 per year	£3,400 per year	£6,800 per year
5 Star Quarterly Review- 1% *Range £5,000 - £25,000	£5,000 per year	£5,000 per year	£8,000 per year

*Range refers to our minimum and maximum charges.

You may prefer we bill you annually or you can pay a monthly on account. Any such arrangement would be agreed by letter and appended to a signed Service Charter.

Please note that with funds under management, as the funds grow and the value of your investment increases, so will the charge applicable.

VAT

Normally all our services are, unless otherwise stated, undertaken with the intention of arranging and administering regulated investments and as such it is exempt from VAT. We will inform you if you have to pay VAT.

FEES PAID OUT OF INVESTMENTS OR INCOME

We must draw to your attention that in certain circumstances paying fees in this way could be prejudicial in terms of tax liabilities. We will draw this to your attention if we believe this to be the case, but accept no liability for any tax incurred as a result of your choice of method of remuneration.

COMMENCEMENT AND TERMINATION OF OUR SERVICE

This Terms of Business agreement takes effect from the date it is given to you and will apply until terminated. The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

TERMS OF BUSINESS AGREEMENT

CANCELLATION OF PRODUCT

In most cases, you can exercise a right to cancel by withdrawing from the contract. In general terms, you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel.

FSCS

We are covered by the Financial Services Compensation Scheme for the regulated advising and arranging services we provide so that if we are unable to meet our liabilities, you may be protected by the scheme. For investment business you will be covered up to a maximum of £85,000. Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>.

COMPLAINTS

If you wish to register a complaint, please contact us in writing or telephone us. Our contact details are:
Pentins Financial Planners Limited at The Canterbury Innovation Centre, University Road, Canterbury, CT2 7FG.
Telephone 01227 931531
E-mail mail@pentinsfp.co.uk.

If you do make a complaint, we will follow our internal complaints procedure to resolve your complaint quickly and fairly. If we cannot resolve your complaint to meet your expectations, you may contact:
The Financial Ombudsman Service (FOS)
Exchange Tower, London, E14 9SR
Telephone 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

A summary of our procedure for the reasonable and prompt handling of complaints is available upon request.

MATERIAL INTEREST & CONFLICTS OF INTEREST

We will act honestly, fairly and professionally known as 'conducting business in the client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest, 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.

CLIENT ASSETS

Investments will be registered in your own name unless you instruct us otherwise in writing. We will forward all documents showing ownership of your investments or policies to you as soon as practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.

ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and may also check your details against the HMT Sanctions list as part of our obligation to prevent financial crime. We may conduct these checks from time to time throughout our relationship, not just at the beginning.

FORCE MAJEURE

Pentins Financial Planners Limited will not be liable for any failure of or delay in the performance of this agreement for the period of such failure or delay is:

- Beyond the reasonable control of the firm
- Materially affects the performance of any of its obligations under this agreement, and
- Could not reasonably have been foreseen or provided against.

GDPR

WHAT INFORMATION DO WE HOLD?

As a client of Pentins Financial Planners Limited the data we hold has been completed from the services that you have engaged us to provide in the past as per the agreement we have with you. We use this data to enable us to carry out specific functions and report writing for which we are responsible. We will not collect any personal data from you that we do not need in order to provide the services we have agreed to provide you with.

You do have the right to object to this processing, but if you do not provide us with this information then we will be unable to provide the services requested.

THE LAWFUL BASIS ON WHICH WE USE THIS INFORMATION

We will process your data in order to complete our obligations under this contracts for services which you have entered into. We would be unable to fulfil our obligations under this contract if we did not process your personal data.

WHY DO WE COLLECT THIS DATA?

The main reason we collect this data is to complete the services you have entered into a contract with us for. Without knowing any of this information, we would be unable to fulfil our legal and regulatory obligations. Therefore, it is essential we collect this information.

If we need to collect special category data (e.g health or mental conditions, trade union membership, biometric data (verification or identification data)) we will obtain your explicit consent first.

HOW WILL WE COLLECT YOUR DATA?

We will collect and record your data from a variety of sources however we rely mostly on this information coming directly from yourself. We will collect this information usually over a series of meetings, but most of this will be collected during our fact-finding meeting.

We may also collect this data from third-parties such as credit checks, your employer, as an example.

WHO WE WILL SHARE THIS INFORMATION WITH

We can share this information with UK third-party companies that also follow the guidance of the GDPR legislation and the FCA. We do not share information without consent unless the law and our policies allow us to do so. If you choose to proceed with any of the recommendations given by Pentins Financial Planners Limited we will share your data with external organisations such as fund providers and platforms, where needed.

HOW LONG WILL WE HOLD YOUR DATA?

As we have entered into a contract for services, we will need to retain your data for a certain period of time to be able to carry out that contract. We, throughout the relationship not just at the beginning, will take reasonable steps to keep your personal data up to date.

In addition to this, we are also subject to regulatory requirements which require us to retain your data for a specified period of time. These are:

- Three years for insurance business
- Five years for investment business
- Indefinitely for pension transfers and opt-out business

If you want to know more information about how we process your data, ask your adviser for a copy of our Privacy Policy. They will happily supply you with a copy.

If you have a concern about the way we are collecting or using your personal data, we request that you raise your concern with us in the first instance.

Alternatively, you can contact the Information Commissioner's Office at <https://ico.org.uk/concerns/>.



CLIENT CONSENT

PLEASE TICK THE APPROPRIATE BOX IF YOU DO CONSENT

I/we consent to the processing of sensitive personal data as far as it is necessary for the services I/we require from Pentins Financial Planners Limited and Professional Financial Planning Group Ltd.

Please tick this box if you wish for us to contact you for marketing purposes.

If so, how would you like us to contact you?

Email

Phone

Post

Please note that you may withdraw this consent at any time by notifying us at Pentins Financial Planners Limited at The Canterbury Innovation Centre, University Road, Canterbury, CT2 7FG, telephone 01227 931531 or e-mail mail@pentinsfp.co.uk.

DECLARATION

By signing this Terms of Business, I/we confirm:

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.

You agree that the Terms of Business are effective from the date they are signed by yourself.

You agree that information you provided may be disclosed to third parties when providing you with advice. These include but not limited to credit reference agencies, introducers and product providers, research tools, risk profile providers.

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 Courts.

CLIENT 1 SIGNATURE

Signed

Name

Date

CLIENT 2 SIGNATURE

Signed

Name

Date

FEE AGREEMENT

For your own benefit and protection, you should read all of our terms carefully before signing. If you do not understand any points please ask for further information. We agree to provide you with services and in return, you agree to pay us for our services, as detailed within this document.

INITIAL FEE	TICK TO CONFIRM	DETAILS OF AGREED FEE	
FINANCIAL REVIEW & RECOMMENDATION FEE	<input type="checkbox"/>		£ <input type="text"/>
ARRANGEMENT & IMPLEMENTATION FEE	<input type="checkbox"/>	<input type="text"/> %	£ <input type="text"/>
HOURLY RATES	<input type="checkbox"/>	FINANCIAL PLANNER	PARAPLANNER
		£ <input type="text"/>	£ <input type="text"/>
		ADMINISTRATOR	
		£ <input type="text"/>	

ONGOING FEE	TICK TO CONFIRM	DETAILS OF AGREED FREQUENCY AND/OR FEE
3 STAR REVIEW	<input type="checkbox"/>	<input type="text"/>
4 STAR ANNUAL REVIEW BESPOKE PORTFOLIOS	<input type="checkbox"/>	<input type="text"/>
5 STAR QUARTERLY REVIEW	<input type="checkbox"/>	<input type="text"/>

AGREEMENT

Date of issue	<input type="text"/>	
Name	<input type="text"/>	<input type="text"/>
Signed	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>