

# Service Proposition & Client Agreement

[telfordmann.co.uk](http://telfordmann.co.uk)

We assist all  
kinds of people:  
children, families, business  
owners, entrepreneurs,  
the self employed, those  
who are about to retire  
and the retired.

[www.telfordmann.co.uk](http://www.telfordmann.co.uk)



Chartered

Almost everyone requires financial advice at certain points in their life: it's just a question of how much and when.



Our Service Proposition & Client Agreement provides details about the services we offer and the costs of those services.

It is designed to help you decide whether our services and the related costs are suitable for you.

Please read this document carefully. If there is anything you do not understand or require further clarification on, please raise this with us before proceeding.

Some clients come to us with an extensive financial plan in place; others arrive with a 'clean sheet'. Irrespective of any existing or non-existent arrangements, your situation or circumstances – or whether you have £10,000 or £10,000,000 – we can help.

As our relationship is based on what suits you best, you're in control of it, not us. Whether it's a long term arrangement, where you involve us in your financial planning throughout your life, or for just part of it (in retirement, for example) is your decision.

Where we do require a commitment from you, is with regard to the information we need.

For us to provide appropriate and effective advice, you must be willing to disclose to us the salient facts about your circumstances, goals, finances and concerns. And no doubt you have views on investing and risk? If so, we'll want to hear what they are.

Once we put you on track, we'll strive to keep you there.

Because your income and your situation are likely to change as you get older, experience suggests that the most financially beneficial relationship with us, is likely to be a long term arrangement.

Our ongoing involvement ensures your plans will be reviewed as and when required or at the very least, once a year.

But even as a long term client, should you wish to terminate our relationship – for any reason and at any time – you can do so without incurring a cost.

There's no doubt that developing a personal financial blueprint will be of benefit to you and your family over time. What a plan can't do however, is answer your questions or address the concerns that life's twists and turns will inevitably create. Your Telford Mann financial planner can, and will do, for as long as you choose.

# How our financial planning service works

## Step 1

The first step is for you to meet with one of our planners. There is no cost to you for this initial meeting. This meeting helps us to gain a broad understanding of your circumstances and requirements. It also enables you to find out about us, the services we offer and the likely costs of using our services. If you wish to proceed further, you will be issued with an engagement letter detailing the services to be provided and the related charges.

We will then need to gather more detailed information which will include going through a questionnaire with you to find out more about your financial circumstances and your objectives.

## Step 2

Following that meeting, your planner will determine the steps you should consider taking and your plan will be constructed using a range of financial building blocks where appropriate, from savings and investments, to pensions, life cover and tax planning.

We predominantly recommend our own investment services and solutions. This means our investment advice is Restricted

Advice under the rules of our regulator, the Financial Conduct Authority. On the occasions where our own investment solutions are not suitable for you we may recommend investment products and services provided by other product providers selected from across the marketplace. We are also able to determine the ongoing suitability of existing investments you may hold and these will be taken into account in formulating the plan.

## Step 3

This, our second meeting, is where we go through our recommendations with you, step by step. What happens next is up to you, you can choose to accept our advice straight away or take your recommendations report home with you to consider further. Either way, you'll not be rushed into a decision. In fact, whether you accept all, some, or none of your planner's recommendations, is up to you.

## Step 4

As and when you're ready to go ahead, we will implement our recommendation.

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## Ongoing service

Your life, income and circumstances will change as time goes by. It's likely that some of those changes will affect your financial plans. We are therefore able to offer services that include regular reviews. By meeting with your planner on a regular basis, he or she can ensure that the arrangements made six or twelve months ago continue to remain as appropriate and effective as they should be. If your financial affairs are particularly complex, it may be necessary to meet more frequently than once or twice a year. The different services we can offer and the associated charges will be explained at our initial meeting.



# Qualified, regulated, thorough

## Qualified

Telford Mann was formed in 1988 and was one of the first firms in the UK to be awarded Chartered Financial Planning status. In 2010, we were named Chartered Financial Planners of the Year.

In terms of qualifications, Chartered status represents the highest standard in financial advice. For that reason, every individual at Telford Mann who directly advises clients is required to achieve Chartered Financial Planner status. As well as demonstrating the planner's depth of knowledge, Chartered status confirms that our business – and our planners – adhere to a code of ethics.

Our qualifications allow us to guide you on investments and savings, retirement and inheritance tax planning, insurances and estate planning. Should you need help on matters beyond our remit, such as will writing, Lasting Power of Attorney, accountancy or mortgage advice, we will introduce you to a suitably qualified firm or individual.

Through their participation in a program known as Continuing Professional Development (CPD) you can be sure that whoever you talk to at our firm – financial planners, paraplanners and administrators – has a responsibility to do as much as they can to help you. Our CPD program tracks and documents the skills, knowledge and experience our people acquire, both formally and informally, in the course of their day-to-day work.

## Advice

Not all advice entails the purchase of a financial product. You may need nothing more than a review of your existing arrangements, arranging for the automatic utilisation of your ISA allowance or guidance on how best to draw income from your pension. As we predominantly recommend our own investment services and solutions our investment advice is Restricted Advice under the rules of our regulator the Financial Conduct Authority. On the occasions where our own investment solutions are not suitable for you we may recommend investment products and services provided by other product providers selected from across the marketplace.

We do not provide advice on the following types of investment: -

- Unregulated Collective Investment Schemes
- Qualified Investor Schemes
- Derivatives contracts

### **Thorough**

If you're comfortable with the idea of us knowing as much as we possibly can about your aims, views and financial circumstances, then you'll appreciate our approach. Although some clients come to us for our opinion on an old pension plan or investment portfolio, we always strive to see the 'big picture'. There are occasions when that approach pinpoints a matter that it would be in the client's best interests to address.

### **Regulated**

Telford Mann Pensions & Investments is a trading style of Telford Mann Ltd which is authorised and regulated by the Financial Conduct Authority. (The FCA is the independent watchdog that regulates financial services.) Our FCA Register number is 143390. Our permitted business is advising on and arranging investments and non-investment insurance contracts and managing investments. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0845 606 1234 or by writing to them at: 12 Endeavour Square, London, E20 1JN.

### **Compliant**

Every month our highly qualified compliance officer reviews each of our planners' files to ensure that clients are i) receiving appropriate advice ii) have been kept fully informed throughout the advisory process and iii) that we are reviewing our clients' arrangements as regularly as we ought to be. The quality of advice our planners provide is more important to us than the number of clients they advise.

### **Communicating**

You should never be at cross purposes with your planner. To avoid that possibility, your planner will want to explain to you how our recommendations meet your requirements – and in terms that make sense to you. If you should ever feel that your planner has fallen short in that respect, please let us know and we'll rectify the situation.

### **Listening**

We value your views on our service. Knowing what you like and don't like, helps us do our job better. That's why – with your permission – we'll get in touch with you (either in writing or by telephone) to check how you feel about your experience with your planner. Our Managing Director, Jon Telford, regards all feedback as valuable. So no matter how positive, negative or indifferent your comments may be, we'd like to hear them.

# Our Services

## The principal services we offer are: -

- Financial advice and financial planning
- Telford Mann investment platform – a custody service for investment funds and other financial instruments
- Telford Mann discretionary investment management service – ongoing management of your portfolio is delegated to us to enable us to make changes as we see fit

These services and the related charges are described in more detail in the sections below.

### Our Advice

As we predominantly recommend our own investment services and solutions our investment advice is Restricted Advice under the rules of our regulator the Financial Conduct Authority. On the occasions where our own investment solutions are not suitable for you we may recommend investment products and services provided by other product providers selected from across the marketplace. We are also able to determine the ongoing suitability of existing investments you may hold and advise you accordingly.

#### **We do not provide advice on the following types of investment: -**

- Unregulated Collective Investment Schemes
- Qualified Investor Schemes
- Derivatives contracts

For insurance and annuities we will make a recommendation after researching the whole of the market.

In all cases we will carry out an analysis of your circumstances, needs and objectives before making any recommendation.

### Our Charges

In all instances we offer an initial meeting, the cost of which will be borne by us. This meeting gives us the opportunity to obtain an overview of your circumstances and requirements. It also enables you to understand the services we offer, the likely costs involved and whether you wish to make use of our services. Thereafter whether you purchase a product or not you will incur charges for the services we offer.

Before we commence work you will be provided with an engagement letter detailing the services to be provided and the likely charges that will be incurred. We will discuss the payment options available to you beforehand and inform you whether VAT will apply to any of our services.

Where you elect to receive ongoing advice and/or discretionary management services you may instruct us to terminate such services at any time, in which case we will cease charging for these services.



## Financial Planning Review

The service includes:

- Initial meeting – to include the disclosure of costs, agree the level of service and areas to be addressed
- Fact Finding – gather and record data
- Establish your objectives and needs
- Quantify those needs
- Appraise your current arrangements
- Discuss and develop an investment strategy
- Research and establish solutions for you
- Present our recommendations
- Comprehensive written financial planning report

We will ensure that the recommendations are suitable at the time they are made. In most cases it will be advisable to subscribe to one of our ongoing services so that your holdings and circumstances are regularly reviewed and remain suitable.

### Fees

#### Investments & Pensions

An advice fee starting at 1% of the amount to be invested subject to a minimum fee of £500.

#### Insurance

An advice fee which is time costed subject to a minimum fee of £500.

## Implementation

Arranging or facilitating products or service recommended, including administrative support to the completion of the arrangement.

### Fees

#### Investments & Pensions

An implementation fee starting at 1% of the amount to be invested.

#### Insurance

We may receive commission from the product provider. In this case this will be offset against the cost of the advice. If this is insufficient to cover the cost of the advice, we will invoice you for the balance. Where the commission received exceeds the cost of the advice, we will retain the balance.

Subject to a minimum fee of £500 per new advice event.

Each time you engage us to complete a new financial planning review (which we refer to as a new advice event) the terms and fees will be agreed before we commence work.

Our advisory and implementation fees are tiered as follows, subject to a minimum fee of £500.

Tiers	Initial Fee	Implementation Fee
Up to £250,000	1%	1%
From £250,000 to £500,000	0.5%	0.5%
Above £500,000	0.25%	0.25%

1. For example, if you invest a lump sum of £100,000, we would charge:

- An advice fee of £1,000
- An implementation fee of £1,000
- Total payable is £2,000

2. If you invest £500 per month, we would charge £500 in total

You can pay these fees by cheque or BACS or ask us to collect them from the invested monies.

3. If you require a life assurance policy, we would charge: An advice fee of £500

For implementation, if we receive commission of £300, an additional amount of £200 would become payable from you

If implementation does not take place, the £500 fee for advice is payable

### Core Service

This service is likely to be appropriate for clients who require or whose circumstances warrant an ongoing service.

**Examples of suitable clients for this service include:** -

- a) Clients who are accumulating funds at a reasonable level and require ongoing advice
- b) Clients with accumulated funds who need ongoing advice on investment and tax matters
- c) Clients with assets outside the Telford Mann centralised investment proposition who require ongoing advice

**This service includes:**

- Annual review meetings at our offices, or via telephone, video conferencing or at a mutually convenient other location to review your financial plan against your current circumstances and needs, and the ongoing suitability of your holdings
- Appraisal of your revised financial position
- Research and establish solutions followed with a written review and recommendation report
- Preparation and presentation of up to date schedules of values
- Access to your Financial Planner for information and guidance as required throughout the year
- Ongoing administration support
- Online access to information on your investments
- In the first year of our relationship with you, we will also offer an interim review after 6 months. This is designed to help you become more quickly accustomed to the nature of our relationship and the services we provide
- Provision of tax data to you or your other professional advisers
- Liaison with your other professional advisers (e.g. solicitors, accountants)
- Assistance with planning ahead of tax year end or business year end to help you make the most of your pension, ISA, CGT and IHT allowances where relevant and requested

### Enhanced Service

This is for clients who require ongoing advice in the lead up to and throughout retirement and who have a portfolio in excess of £100,000.

**This service is likely to be suitable for the following types of client:** -

- a) Clients leading up to retirement
- b) Clients requiring advice on options at retirement
- c) Clients in retirement

**This service includes:**

- Annual review meetings at our offices, or via telephone, or via video conferencing or at a mutually convenient other location to review your financial plan against your current circumstances and needs, and the ongoing suitability of your holdings
- Appraisal of your revised position
- Modelling a range of solutions to identify the most efficient in terms of cash flow, taxation, risk and returns
- Completion and review of withdrawal policy statements to agree a strategy for drawing income and lump sums in retirement in a sustainable manner
- Research and establish solutions followed with a written review and recommendation report
- Preparation and presentation of up to date schedules of values
- Access to your Financial Planner for information and guidance as required throughout the year
- Ongoing administration support
- Online access to information on many products
- In the first year of our relationship with you, we will also offer an interim review after 6 months. This is designed to help you become more quickly accustomed to the nature of our relationship and the services we provide
- Provision of tax data to you or your other professional advisers
- Liaison with your other professional advisers (e.g. solicitors, accountants)
- Assistance with planning ahead of tax year end or business year end to help you make the most of your pension, ISA, CGT and IHT allowances where relevant and requested

## Fees

Our ongoing fees are tiered, based upon the value of investments held, gradually reducing as the sums held increase and apply to the Core and Enhanced Services:

Tiers	Platform Fee	Ongoing Advice Fee	Discretionary Fund Management Fee
Up to £500,000	0.40% p.a.	0.40% p.a.	0.40% p.a. + VAT
From £500,001 to £1,000,000	0.35% p.a.	0.35% p.a.	0.35% p.a. + VAT
From £1,000,001 to £1,500,000	0.30% p.a.	0.30% p.a.	0.30% p.a. + VAT
From £1,500,001 to £2,000,000	0.25% p.a.	0.25% p.a.	0.25% p.a. + VAT
From £2,000,001 to £2,500,000	0.20% p.a.	0.20% p.a.	0.20% p.a. + VAT
From £2,500,001 to £3,000,000	0.15% p.a.	0.15% p.a.	0.15% p.a. + VAT
Above £3,000,001	0.10% p.a.	0.10% p.a.	0.10% p.a. + VAT

It is possible to select which of the Advice, Platform and Discretionary Fund Management services you require and so not all three service fees may be appropriate for you.

The Telford Mann Platform is also known as the Telford Mann Investment Management Service (IMS).

All fees are paid monthly at 1/12th of the annualised amount based on the prevailing value.

**1. For example, if your total holdings were £200,000 and you utilised all Telford Mann investment services, we would charge:**

- An Ongoing Advice fee of £66.67 per month
- A Platform fee of £66.67 per month
- A Discretionary Fund Management fee of £66.67 + VAT = £80.04 per month

The total payable in the first year, including VAT is £2,560.56

**2. If your total holdings were £600,000 and you utilised all Telford Mann investment services, we would charge:**

- An Ongoing Advice fee of £195.83 per month
- A Platform fee of £195.83 per month
- A Discretionary Fund Management fee of £195.83 + VAT = £235.00 per month

The total payable in the first year, including VAT is £7,520

The charges quoted above assume that the value remains constant, in practice, it will fluctuate.

You can pay these fees by cheque or BACS, but these are normally paid monthly from the investment via the platform/product provider.

# Employee Benefits Service – Group Pension Service & Costs

## Financial Planning Review

This service is likely to be appropriate for an employer seeking to establish a group pension arrangement for their employees.

- Initial meeting – to include the disclosure of costs, agree the level of service and areas to be addressed
- Fact Finding – gather and record data on you as well as your workforce
- Establish your objectives and needs
- Appraise your current arrangements
- Research and establish solutions for you
- Meeting to present our recommendations and agree next steps
- Comprehensive written financial planning report to provide reasons for selection of the recommended solutions
- Agree the extent to which (if any) the employer wishes members to receive individual advice and how the cost of this is to be covered

### Fees

An advice fee of £1,000 + VAT shall be charged

## Implementation

- Arrange contact between the provider and the employer to ensure all administration procedures are clear and understood
- Arrange the preparation of all individual member quotations
- Ensure the initial premium collection works smoothly and there are procedures in place for efficient processing of all subsequent premium collections
- Group presentation to employees with a Q&A session

### Fees

An advice fee of £500 + VAT shall be charged

## Review Meetings & Presentations

- Agree a timetable for regular review meetings, e.g. annually to check that all aspects of arrangements are performing as they should and review any issues arising.
- Ensure that all parties are happy with the efficiency of administration and consider any potential improvements.
- Provide appropriate management information.
- Arrange annual generic presentations to update employees on pension benefits generally, outline how the scheme has performed, explain any proposed amendments and review member decisions to join the scheme or otherwise. Provide an opportunity for all members to ask questions in a group situation or one to one with an adviser.

### Fees

A review meeting fee of £500 + VAT shall be charged

A presentation fee of £500 + VAT shall be charged

### Example of total charges payable for establishing a group pension scheme

- An advice fee of £1,000 + VAT of £200
- An implementation fee of £500 + VAT of £100
- Total fee payable is £1,500 + VAT of £300 = **£1,800**

### Example of total charges payable where ongoing services are required

- A review meeting fee of £500 + VAT of £100
- A presentation fee of £500 + VAT of £100
- Total fee payable is £1,000 + VAT of £200 = **£1,200**



# Additional Services

## Lifetime Planning Service

This service is likely to be appropriate for those clients who seek help forecasting their current and projected financial situation across their lifetime. Cash flow modelling software helps us to provide you with a long-term financial outlook based on income, expenditure, assets and liabilities amongst many other factors.

Cash flow modelling allows us to clearly demonstrate key lifetime scenarios such as deciding at what age to retire; maintaining sustainable income in retirement; assessing a potential future liability to inheritance tax and establishing how much you need to save to provide the retirement you desire.

As your circumstances change over time, we can help you to make well informed financial decisions, take account of the impact of possible unforeseen events and adapt as your life changes to ensure that you stay in control of your financial future.

This service is available as a standalone service at a cost of £50 per month + VAT, equivalent to £600 per annum + VAT.

## Discretionary Management Service

We may recommend our discretionary management service which is available at an additional cost as detailed in the core and enhanced service examples set out previously.

This service is subject to a separate client agreement and enables us to buy or sell investments on your behalf without having to refer to you beforehand. This is likely to be suitable for clients who do not wish to be actively involved in the running of their portfolio.

The service is not normally available for portfolios below £50,000 in value.

The service also includes the following: -

- Quarterly periodic statements detailing all transactions and incorporating a review of performance against a benchmark
- Quarterly investment market commentary
- ISA allowance utilised on your behalf each year unless agreed otherwise

## Telford Mann Investment Platform

We are likely to recommend our own platform for the purposes of holding your investments. The platform is an electronic system that offers the facility to hold investments within ISAs, pensions or directly. It provides online access for you to view your holdings and current values.



### Bespoke Services

Services may be tailored to meet individual or specialist needs or requirements.

Examples may include: -

- a) Clients who require or whose circumstances demand more frequent reviews
- b) More comprehensive financial planning that may include cash flow forecasting and detailed tax computations
- c) Specialist areas of advice such as advice on Inheritance Tax planning

Charges for these services will be quoted on a case by case basis as required

### Typical Charging Structure

Our typical services and charges are outlined in the examples on the previous pages. In most instances we do not charge time costed fees. Fees are normally a percentage of the investment or we may sometimes quote a fixed fee for the advice element of our services. On the occasions where time-based fees apply, as mentioned in the examples, these will be as follows: -

- Adviser - £150 per hour
- Paraplanner - £75 per hour
- Administrator - £50 per hour

Our hourly rates are reviewed on the 1st October and may change.

### Other Charges

In addition to our own charges there will be costs associated with the products and other services we recommend, for example investment management charges made by the manager of a fund and related transaction charges.

All charges, whether made by us or by third parties, will be disclosed to you in writing with our formal recommendations before they are incurred.

#### Other benefits we may receive

We advise and arrange on a range of products from a variety of firms. We may receive certain support from these firms, which is used to enhance the quality of service we provide to you. This year we expect to receive in total approximately 100 hours of training from some or all of these firms. Some of the costs of this training may be passed to you as part of the total product charges you pay these firms. Other support we may receive includes access to technical services, information technology support and the supply of product literature.

Further information regarding any of these arrangements is available on request.

# Important information regarding our fees

## Settling your financial planning review or implementation fees through a single payment

- This relates to initial fees for a financial planning review, implementation or bespoke services.
- The terms of our remuneration will be agreed before we commence work.
- If you instruct us to commence work, but decide to withdraw before completion, or via your cancellation rights, then you will be liable for the minimum new advice event fee and this will become immediately due and you will be invoiced for this with 30 day payment terms.

## Settling your financial planning review or implementation fees by instalments

- We only offer this payment option in respect of products with reoccurring investments/ contributions/premiums that are payable annually or more frequently and where the fees are being paid through deductions from investment monies.
- The instalments paid are solely to settle your financial planning review or implementation fees – the costs of any ongoing services will be subject to a separate ongoing fee.
- The fee must be settled in no more than 12 instalments.
- The instalments will commence upon establishment of the product, or product increment.
- Although you pay nothing to us upfront, that does not mean our service is free. You still pay us through deductions from your product. These deductions will pay towards settling your fee and will reduce the amount leftover for investment.
- If you decide to withdraw before completion, or via your cancellation rights, then you will be liable for the minimum new advice event fee and you will be invoiced with 30 day payment terms.
- If you decide to cancel the product before all instalments due have been paid, then you will still be liable for the minimum new advice event fee, less the value of the adviser charging fee instalments already paid and the balance will become immediately due as a fee and you will be invoiced with 30 day payment terms.
- If you disengage with us before all instalments due have been paid, then you will be liable for the remaining instalments as and when originally due.



### **Paying for ongoing services**

- Our fees for ongoing services are normally calculated as a percentage of the holdings covered by the service. If you elect to settle the ongoing fee directly, we will invoice you annually, based on the value of your holdings on your annual review date.
- If you elect to have your ongoing fee settled wholly or partly through deductions made from your invested monies, then we will include a breakdown of the fees received within your annual statement.
- If you decide to cancel an ongoing service and you have elected to settle ongoing fees directly, you can do so at any time by getting in touch with us by phone, email or in writing. You will be liable for the proportionate cost for the review year to date with any balance outstanding becoming immediately due as a fee and you will be invoiced with 30 day payment terms.

### **Paying for our service through commission payments from products**

- Commission is only available as a payment option for insurance products. If we are being paid via commissions, 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.
- If you buy direct, the product charges could be the same as when buying through us, or they could be higher or lower. The amount of commission we receive will vary depending on various factors, amongst which are the sum assured and the term. We will tell you how much commission will be due before you complete the product, but you may ask for this information earlier.
- If you decide to withdraw before completion, or via your cancellation rights, then you will still be liable for the minimum new advice event fee, which will become immediately due as a fee and you will be invoiced with 30 day payment terms.
- If you decide to cancel the produce before all instalments due have been paid then you will still be liable for the minimum advice event fee less the value of commission payments already received, and the balance will become immediately due as a fee and you will be invoiced with 30 day payment terms.

### **Other important information**

- Fee deductions taken from products may be treated as a withdrawal or disposal for tax purposes. You must therefore take this into account within your tax planning and tax returns.
- Spouse, civil partner and cohabitee holdings are aggregated for calculating our fees.

# Complaints

If you wish to make a complaint about our service or advice, please write to:

Jilly Mann, Joint Managing Director, Telford Mann Ltd, Oakley House, Headway Business Park,  
3 Saxon Way West, Corby, NN18 9EZ.

Or call 01536 462700. If your complaint cannot be resolved with us to your satisfaction, you may be able to refer it to the Financial Ombudsman Service.

# Financial Services Compensation Scheme

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 – here are some examples of what the FSCS scheme covers:

**Investment:** Most types of investment business are covered up to a maximum limit of £50,000.

**Insurance:** Advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

# Chartered Financial Planners



All chartered financial planners have completed degree level professional qualifications and have at least 5 years experience. They adhere to a code of ethics and commit to ongoing professional development.

# Privacy Notice

This privacy notice explains how we use any personal information we collect about you.

## What information do we collect about you?

We collect information about you when you engage us for financial advice, financial planning and investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We collate this data by note taking and the completion of questionnaires. Audio recordings may also be made of telephone calls and meetings.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site. Full details of how cookies work is provided on our website [www.telfordmann.co.uk](http://www.telfordmann.co.uk)

## Information about connected individuals

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We will provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

## Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we would also be unable to fulfil our legal and regulatory obligations.

Where special category data of a sensitive nature is required we will obtain your explicit consent to collect and process this information. An example of this is where information is required about your health.

## How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

## Who may we share your information with?

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, audit or legal services as well as product and platform providers that we use to arrange financial products for you. Where you are also a client of Moore Stephens Chartered Accountants, we will supply information needed by them to carry out the services you have engaged them for. We may also be required to forward your data to our regulator, the Financial Conduct Authority when requested.

Where third parties are involved in processing your data we have a contract in place with them to ensure that

the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions.

Where it is necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit. This will include the encryption of data transmitted electronically.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we will send your details to a credit referencing agency for identity verification purposes. The privacy notice of the credit referencing agency we use for this purpose is available at [www.callcredit.co.uk/legal-information/bureau-privacy-notice](http://www.callcredit.co.uk/legal-information/bureau-privacy-notice) This provides information of how they will use and share your personal data.

## How long do we retain your information?

During the course of our relationship with you we will retain personal data which is necessary to provide services to you. We will take all reasonable steps to keep your personal data up to date throughout our relationship.

We are also subject to regulatory requirements to retain your data for specified minimum periods. These are, generally: -

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

These are minimum periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it is in our legitimate interests to do so.

You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

## How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us using the contact details noted below.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

## How to contact us

If you have any questions about our privacy policy or information we hold about you, please contact us by email at [dataprotection@telfordmann.co.uk](mailto:dataprotection@telfordmann.co.uk) or write to us at Oakley House, Headway Business Park, 3 Saxon Way West, Corby NN18 9EZ.

This is our standard client agreement upon which we intend to rely. This agreement should be read in conjunction with the Services and Costs document and the engagement letter that you will be issued with prior to us commencing work on your behalf.

***For your own benefit and protection, you should read this agreement carefully before signing the engagement letter to accept the terms and conditions. If you do not understand any point, please ask for further information.***

### Regulatory status

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN.  
[www.fca.org.uk](http://www.fca.org.uk).

Our firm reference number is 143390. You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

### Our Advice

As we predominantly recommend our own investment services and solutions our investment advice is Restricted Advice under the rules of our regulator the Financial Conduct Authority. On the occasions where our own investment solutions are not suitable for you we may recommend investment products and services provided by other product providers selected from across the marketplace. We are also able to determine the ongoing suitability of existing investments you may hold and advise you accordingly.

We do not provide advice on the following types of investment: -

- Unregulated Collective Investment Schemes
- Qualified Investor Schemes
- Derivatives contracts

For insurance and annuities we will make a recommendation after researching the whole of the market.

In all cases we will carry out an analysis of your circumstances, needs and objectives before making any recommendation.

### Client Classification

Unless confirmed in writing to you to the contrary we will categorise you as a Retail Client. This affords you the maximum level of regulatory protection.

Where we have categorised you other than as a Retail Client you may request re-categorisation under a category which benefits from a higher degree of protection. However, we reserve the right to consider such re-categorisation requests on a case by case basis. Where we

have categorised you other than as a Retail Client you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to consider such categorisation requests on a case by case basis. Irrespective of the classification applied, any client who would normally be classified as a Professional Client or Eligible Counterparty may not necessarily have rights under the Financial Ombudsman Service or Financial Services Compensation Scheme.

### Conflicts of Interest

We recognise that in the course of business circumstances may arise which give rise to a conflict of interest. We have therefore put in place a policy designed to identify and prevent such circumstances from occurring. A copy of our Conflicts of Interest policy is available on request.

Please note we often recommend our own discretionary management service and investment platform as detailed in the Service Proposition and Client Agreement (TMSPCAv092018) document.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink at a training event. These will not conflict with our duty to act in your best interests.

### Termination of Authority

These Terms and Conditions of Business come into force with immediate effect upon delivery. 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.

### Right to Withdraw

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product

cancellation rights along with any other early termination rights and penalties.

Where applicable, an appropriate notice will be issued to you by the product provider together with confirmation of the contract terms entered into.

### **Investment Risk**

The value of investments as well as any income generated from them can fall as well as rise and you may not get back the full amount invested. Past performance is not a guide to future performance.

### **Personal Data**

Please refer to the separate Privacy Notice section of our Service Proposition and Client Agreement (TMSPCA092018). This explains the nature of data we hold about you and how it will be used.

### **Anti-Money Laundering Regulations — Identity Verification**

Before we can act on your behalf or process an application we are required to obtain sufficient evidence to verify your identity and address. We may carry out electronic data checks with credit reference agencies to assist in fulfilling these obligations. We may also ask you to provide further documents to confirm your identity and address and reserve the right to delay an application until sufficient evidence has been provided.

We reserve the right, at our absolute discretion, not to proceed with a client's instructions when we are not reasonably satisfied with the lawfulness of the transaction. We accept no responsibility or liability for the consequences, whether direct or indirect, of any delay or failure to invest funds when our client verification requirements have not been satisfied in full.

### **Client Money**

We do not handle client money. We cannot accept a cheque payable to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

### **Complaints**

Should you have cause to complain, your complaint will be investigated in accordance with the firm's complaints handling procedure, a copy of which will be supplied to you on request.

If having made a complaint you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

In the event of us being unable to meet our

obligations you may be able to apply to the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide: -

- Investments - eligible claims for most types of investment business are covered for up to a maximum of £50,000.
- Insurance - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### **Accounting to You**

Other than as part of our discretionary management service, we will confirm to you in writing the reason for recommending any transaction executed on your behalf. We will communicate with you in English and wherever possible jargon free and plain English. We will also make arrangements for all your investments to be registered in your name, unless you first instruct us otherwise in writing.

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.

### **Best Execution**

When placing orders on your behalf in relation to financial instruments we will take all sufficient steps to achieve what is called 'Best Execution' of the order. We have in place a policy and procedures which are designed to obtain the best possible execution result. A copy of our Best Execution policy is available on request.

### **Investment Objectives and Restrictions**

Advice or recommendations offered to you will be based on your stated investment objectives, attitude to risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability report we will issue to you to confirm our recommendations.

### **Methods of Communication**

We will enter into communication with you through whatever means are convenient and appropriate to you and us for the circumstances concerned. This may include face to face meetings, letter, telephone, E-mail and other suitable electronic methods of communication. Communications will ordinarily be in English, in respect of both oral and written communications.

The term “electronic” communication covers many categories of communications and includes (amongst others) video conferencing, fax, email, SMS, business-to-business devices and mobile device applications.

We are required by the FCA to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments.

### **Recording of Telephone Conversations and Meetings**

Audio recordings may be made of telephone conversations and meetings to comply with regulatory requirements and for training purposes.







# Telford Mann

Pensions & Investments

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