

Investment and Protection Fee Agreement

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully and in conjunction with our **Investment & Protection Disclosure Document**. If there is anything you do not understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

- **Telephone:** 01752 347070
- **Email:** enquiries@tomfrench.co.uk
- **Website:** www.tomfrench.co.uk
- **In writing:** TFA, Prudence House, Langage Business Park, Plympton, Devon, PL7 5JX.

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Investment & Protection Disclosure Document** plus the Way We Work folder which has also been provided to you.

1. Our obligations

Our recommendations

- Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risk that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that we might give.
- Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.
- We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.
- Where we agree to provide you with a service that includes an ongoing review of the suitability of our recommendations, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report and or letter setting out the results of our assessment and, if relevant, any updated recommendations.
- Please be aware that investment values can fall as well as rise, and that you may not get back the full amount invested. The price of investments recommended may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.
- Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.
- We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM). This is a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments, and any additional fees that is may entail.
- In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

Financial crime

- We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.
- We'll verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a soft 'footprint' on your credit file but it will not affect your credit rating.

Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

Conflicts of interest

- Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

Communicating with you

- Our normal ways of communicating with you are by secure client portal (PFP), secure email, telephone, post, or in person.
- Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

2. Your obligations

This section sets out your obligations in agreeing to use our services.

Providing information about your circumstances

- Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Payment for services

- By signing this agreement you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We'll tell you if any payments are subject to VAT.
- Our **initial** charges are payable once we've completed our agreed work and must be settled within **28 days**.
- In most circumstances (for protection planning business only) we receive a commission payment from a product provider. **If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we are obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.**

- Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay.
- Our charges for **ongoing** services will start alongside the initial charge but on a monthly basis. Our charges are payable within 28 days of the end of the relevant period.
- **Ongoing** services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a percentage of your investments, the amount of our **ongoing** charges will increase as the size of your fund grows. Conversely, in times when the fund value may fall, the charges too will fall, in proportion.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

Legal and accountancy advice

- We are not qualified to provide legal or accountancy advice or to prepare any legal or accountancy documents. This means that the onus remains on you to refer to a solicitor or an accountant any point of law or accountancy that may arise during the course of discussions with us, if you require an authoritative view upon which you intend to rely.

3. Cancellation and amendments

Ending this agreement

- You or we may terminate the Investment & Protection Fee Agreement at any time, without penalty.
- Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to these Terms and Conditions unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Amendments

- From time to time it may be necessary to amend the terms and conditions set out in this agreement. If this is the case we will write to you with details of the changes at least **28 business days** before they are due to take effect. In most cases any changes will be clarified in a new agreement.

Product cancellation rights

- 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.

4. Useful information about our services

Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 185513.

- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

- You can check our details on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we’ll treat you as a **retail client** for investment business. This means that you are given the highest level of protection available under the UK’s regulatory system.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We’ll do our best to resolve your concerns.
 - **Telephone:** 01752 347070
 - **Email:** compliance@tomfrench.co.uk
 - **In writing:** Compliance Officer, TFA, Prudence House, Langage Business Park, Plympton, Devon, PL7 5JX.
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and 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.
- If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

Additional peace of mind

- The Financial Services Compensation Scheme (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.
- You may be able to claim compensation from the FSCS if we can’t meet our obligations. 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.

Benefits we may receive

- Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

5. Services agreed

| Initial service | Tick to confirm | Details of agreed fee |
|-----------------------------------|-----------------|---|
| | | Any payments subject to VAT will be shown below |
| Wealth Management Service | | Up to 3% of your proposed investment amount OR-Agreed fee of |
| Financial Planning Service | | Up to 3% of your proposed investment amount OR-Agreed fee of |



| | | | |
|---|------------------------|---|---|
| Specific Advice Service | | Up to 3% of your proposed investment amount OR-Agreed fee of | |
| | Tick to confirm | | |
| Advice relating to protection planning | | Pay by commission-See KFI | £ |
| | | Total agreed fee to be paid directly by you (if applicable) | £ |

| Ongoing services | Tick to confirm | Details of agreed fee | |
|-----------------------------------|------------------------|--|--|
| | | Any payments subject to VAT will be shown below | |
| Wealth Management Service | | Up to 1.5% of your funds under management OR-Agreed fee of Please Note -the amount of our annual ongoing charge may increase as your fund grows. | |
| Financial Planning Service | | Up to 1.00% of your funds under management and subject to a minimum fee of £750 per year OR-Agreed fee of Please Note -the amount of our annual ongoing charge may increase as your fund grows. | |
| Specific Advice Service | | There is no ongoing review for suitability and this service will include on line access; secure communication; newsletters and general oversight. | |



Any Other Comments:

6. Protecting your personal information

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to prevent money laundering or terrorist financing. Generally this is the lawful basis on which we intend to rely, for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider, for example.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to which we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- Our full privacy notice can be viewed at www.tomfrench.co.uk/privacy-policy. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. These categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements please speak to us.



7. Declaration

- I/We acknowledge that the Fee Agreement will come into effect once it has been signed by all parties and will remain in force until terminated in writing by either party.
- 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.
- I consent to my personal information being shared with the joint signatory of this document as indicated below

| | Client 1 | Client 2 |
|---------------------|----------|----------|
| Name | | |
| Joint party consent | Yes / No | Yes / No |
| Client Signature | | |
| Date of agreement | | |

8. Consent

Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described in section 6 we require your consent by indicating your agreement to the following statement. Please note that you may withdraw this consent at any time by notifying us at our main business address.

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from TFA

| | Client 1 | Client 2 |
|------------------|----------|----------|
| Client Signature | | |

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

Marketing

We may wish to use your information to contact you from time to time and for this we need your consent. Please note that you may withdraw this consent at any time by notifying us at our main business address.



Please tick the box relevant to your wishes:

| | Client 1 | Client 2 |
|--|----------|----------|
| Appropriate information that will be relevant to you or the product you hold to keep you up to date with us and our services to you. | | |
| Additional products or services which may be of interest to you including those from third parties | | |
| No contact | | |

I / we consent to be contacted for marketing purposes by:

| | Client 1 | Client 2 |
|--|----------|----------|
| TFA Secure Messaging (Personal Finance Portal) | Yes / No | Yes / No |
| Email | Yes / No | Yes / No |
| Phone | Yes / No | Yes / No |
| Letter | Yes / No | Yes / No |
| SMS (Text) | Yes / No | Yes / No |
| Social Media | Yes / No | Yes / No |

| | |
|-------------------|--|
| Client Signature: | |
| Date of consent: | |