

# Client Services and Fee Agreement



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## Contents

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- Pages 1-6: **Introduction**
- Pages 7-9: **The Financial Planning Process**
- Pages 10-14: **Our Remuneration / Fees**
- Pages 15-16: **Fee Agreement**

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## Introduction

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This **Client Services and Fee Agreement** document is intended to provide you with an overview of RA Elmes Financial Planning (RAEFP), and to introduce you to the services we provide and how we charge for our services.

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## Background

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RAEFP is a trading name of RA Elmes Limited (RAE; company registration 08223501), a financial planning business founded in 2012 by Robert Elmes, further to his previously having worked in the financial services industry for around 14 years in various advisory, compliance and support roles. Robert fulfils the roles of Managing Director and Financial Planner.

RAEFP is fully authorised and regulated by the Financial Conduct Authority (FCA), under reference 590726. The FCA is the independent watchdog that regulates the financial services industry and oversees how firms operate in the sector. They may be contacted on 0800 111 6768, or on-line at <https://www.fca.org.uk/>

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## Scope of Services

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In respect of investment planning, we provide a restricted service to individuals and trustees only. This means we may recommend and arrange “retail investment products” and transactions from the whole of the market within the following areas: life policies; units in a unit trust / open-ended investment company (OEIC); and personal / stakeholder pensions.

Within these product areas, we will base our research, advice and recommendation(s) upon a comprehensive and fair analysis of the whole market. We currently do not offer investment planning advice on any other type of retail investment product, for example investment trusts, venture capital trusts and unregulated collective investment schemes. We also do not provide regulated advice pertaining to defined benefit occupational pension schemes, although we may offer you broader guidance in respect of any options you may have.

Our services also extend to advice and product arrangement services on first charge residential mortgages and pure protection insurance products, alongside the provision of financial guidance on more general financial planning matters which may not always be fully regulated by the FCA.

In respect of mortgage planning, we are not limited in the range of mortgage contracts we may consider for you, which means we source the most suitable mortgage from the range of mortgages available to “intermediary firms”. Certain lenders may only offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly, any recommendation(s) to you will be based on the most suitable mortgage product within the range available to intermediary firms.

In respect of protection insurance contracts, we offer advice and arrangement services pertaining to products from a range of insurers.

We do not offer any regulated services relating to products and areas falling under the Consumer Credit Act (CCA) 2006 and associated FCA permissions, for example personal loans, credit cards and buy-to-let (BTL) mortgages.

Should it become apparent that we are unable to meet your financial planning needs from the range of areas we advise in, your details may be referred – with your prior permission – to our extensive network of professional connections who offer more specialised services.

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## Client Classification

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Unless we notify you in writing to the contrary, we will treat you as a “retail client”. This means you are afforded the highest levels of protection under the regulatory system and should have the right to take any complaint relating to the arrangement of a financial product or transaction regulated by the FCA to the Financial Ombudsman Service (FOS).

The FOS is an agency for arbitrating on unresolved complaints between regulated firms and their clients; please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for more information. Details of our complaints handling procedures are available on request.

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## Our Relationship

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Any advice given or recommendation(s) we make will be based on your stated circumstances, objectives and preferences. It is therefore of critical importance that you accurately and fully disclose such details to us when asked. We will confirm to you in writing our reasons for recommending any course of action, financial product or transaction, along with details of any associated special risks as they relate to your “ability to bear loss” and your “risk tolerance”.

Any recommendation(s) we make may result in you needing to seek specialist legal and accountancy advice from a suitably qualified solicitor or accountant (for example, the creation and management of a trust arrangement). RAEFP and its employees are not qualified to provide legal or accounting advice, or to prepare any legal or accounting documents. The onus is on you to refer to a solicitor or accountant any point of law or tax that may arise during discussions with us.

Full details of any recommendation(s) made, or any product or transaction arranged for you, will be covered in a suitability report and the relevant product disclosure information issued to you prior to proceeding with the arrangement of any product or transaction.

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## **On-going Service Propositions / Re-assessment of Continued Suitability**

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Your financial planning strategy and arrangements will not automatically be kept under review. However, it may often be in your interests to subscribe to one of our on-going service propositions (see the document entitled **On-going Service Options** for further details) to ensure your arrangements remain suitable for your evolving circumstances, objectives and preferences.

Each on-going service option is underpinned by an annual re-assessment of suitability, supported by a face-to-face or remote review meeting. RAEFP will contact you prior to your scheduled review meeting – typically via e-mail or telephone – to arrange a suitable meeting time. If our attempts at arranging a meeting by either of these mediums is unsuccessful, we shall advise you in writing of the need for you to contact us to set a review meeting time. If we do not receive a response, we shall postpone the meeting until the following scheduled review date.

Please note that should we repeatedly not receive a response to our requests, we may re-assign you as a “transactional” client. This means your financial planning strategy and arrangements will no longer be kept under review, and we cannot therefore be held accountable for their continued suitability in relation to any changes to your circumstances, objectives and preferences. Any on-going fee agreement will cease, and we shall inform you in writing.

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## **Client Money**

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RAEFP is not permitted to handle client money for any product or transaction arranged, and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice, in which case the cheque should be made out to “RA Elmes Limited”) or handle cash.

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## **Conflicts of Interest**

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We will always endeavour to act in the best interests of our clients, and therefore aim to take all appropriate steps to identify, manage and prevent conflicts of interest from arising. However, circumstances can occur where we, or one of our other clients, may have 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 interests, we will write to you and obtain your consent before we carry out your instructions, detailing the steps we will take to ensure fair treatment.

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## Risk Warnings

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Please be aware that investment values (and any natural income generated) will fall as well as rise, and that you may not get back the full amount invested. The value of invested assets will depend on fluctuations in financial markets, influenced as they are by economic, political factors and natural factors which are outside our control. Indeed, our services do not extend to speculating on whether investment conditions will improve or deteriorate in the future. Past performance is not necessarily a guide to future performance, and specific warnings relevant to the investments, or investment strategies, we recommend will be re-confirmed to you in a suitability report.

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## Financial Services Compensation Scheme (FSCS)

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We are covered by the FSCS. You may be entitled to compensation from the scheme if RAEFP cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. They may be contacted on 0800 678 1100 or on-line at <https://www.fscs.org.uk/>

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## Cancellation Rights

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In most cases you can exercise a right to cancel, by withdrawing from a contract recommended and arranged for you. In general terms you will normally have a 30 days cancellation period for a life, pure protection or pension policy, and a 14 days cancellation period for all other contracts.

In most instances, you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (that is, not face-to-face advice), at which point you may have a 14 days cancellation period.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information issued to you.

If you cancel a single premium contract, you may have to pay for any loss caused by financial market movements. This means that in certain circumstances you might not get back the full amount invested.

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## Protecting Your Personal Information

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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 with you, and to prevent money laundering or terrorist financing.

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 will need to pass certain personal details to the product or service provider.

We may also engage the services of third party providers of professional services so that we may 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, for example by e-mail or via the Internet. Furthermore, 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, such as telephone, e-mail or letter.

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.

We will issue you with our **Privacy Notice**. 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.

As part of this agreement, we will ask you to consent to the transfer of personal information in accordance with the protections outlined above. If you are concerned about any aspect of our privacy arrangements, please contact us.

### Special Categories of Sensitive Personal Data

There are certain categories of personal data that are sensitive by nature. The categories include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and 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.

### Sensitive Data Consent

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, we require your consent by indicating your agreement to the statement below.

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

	Client 1	Client 2
Name		
Case Reference		
Signature		
Date		

Please note that you may withdraw this consent at any time by notifying us at our Midlands business addresses.

As previously mentioned, we may also engage the services of third party providers of professional services so that we may enhance the service we provide to you. If you wish to know the names of these third parties, please contact us for further information.

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### Termination

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We may terminate this agreement by giving you at least 20 business days' written notice. You may terminate this agreement at any time, without penalty. Termination is without prejudice to any transactions already initiated which will be completed according to this **Client Services and Fee Agreement**, unless otherwise agreed in writing.

You will be liable to pay for any services provided prior to termination. As an example, any on-going direct fees applicable to an investment plan would be calculated based upon the plan's value as at the date of termination, divided by 12 and then multiplied by the number of months (rounded down) which have passed since the latter of inception or the last on-going fee becoming due.

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### Locum Arrangements

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Locum arrangements exist with Park Lidgett Wealth Management Limited. In the event RAEFP is unable to provide the necessary resources to act on your behalf (for example, due to the absence of financial planning staff through annual leave, long-term sickness or death), you may contact Peter Stanley at Park Lidgett Wealth Management in writing (The Stables, Park Lidgett Farm, Ossington, Nottinghamshire, NG23 6LG) or via telephone (01636 822554). Due to data protection requirements, we will not divulge any of your personal details to Park Lidgett Wealth Management and it will be necessary for you to apprise them of your circumstances and requirements in accordance with their own processes and procedures at the time.

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## The Financial Planning Process

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We aim to provide all clients with clear financial planning direction. This is achieved by having a full understanding of your current circumstances, together with your objectives and preferences, and typically follows the stages set out in the rest of this document. This enables us to provide suitable advice and solutions for your consideration, thereby treating you fairly.

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### Client Responsibility

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You should provide RAEFP with any information requested to enable us to provide appropriate advice. It is imperative you do not unreasonably withhold any information, as all advice provided will be based on the information disclosed.

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### Stage 1: Introduction and Initial Disclosure

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This is the first contact you will have with RAEFP, either by telephone or e-mail. In the case of the former, one of our financial planners will verbally outline to you the scope of our services and our fee charging structure.

Further to this you will be provided with the following items in either hard copy or more likely electronic format: the financial planner's **Business Card** and **Biography**, our **Client Services and Fee Agreement, Privacy Notice** and **On-going Service Options** document. An appointment may also be made to proceed to the next stage.

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### Stage 2: Initial Consultation

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Your financial planner will contact you to provide a formal remote initial consultation at a pre-agreed time.

### Financial Planning Data and Report Commencement

The main purpose of the initial consultation is to obtain as much relevant information from you as possible. It is therefore important to have available details of any financial products or arrangements you may already have in place. Such information will be recorded in our **Financial Planning Data and Report** document – otherwise known as a fact find or client questionnaire – alongside details pertaining to your financial objectives and preferences. For investment planning specifically, it is very important to begin to discuss your understanding and experience of “investment risk”.

### Timeline

The initial consultation will usually last for up to one hour.

## Authority Letters

To proceed beyond the initial consultation stage, it may be necessary for you to complete letters of authority permitting RAEFP to contact your various financial product providers. These will enable us to obtain information-only about your existing arrangements. Such letters will be sent to you by post with a pre-paid envelope enclosed.

## Initial Consultation Fee

Our initial consultation service is provided at no cost to you.

## Next Step

You may choose to proceed beyond the initial consultation stage.

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## Stage 3: Subsequent Consultation

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The main purpose of the subsequent consultation is to continue the **Financial Planning Data and Report** process in more detail, and to verbally outline to you in fundamental terms the key features of your existing financial planning arrangements. At this stage your financial planner may meet with you in a face-to-face capacity at a location convenient to you; this may be the premises of RAEFP, your own home, place or work or other location. Remote meetings may also be conducted.

## Risk Profiling

A discussion surrounding your attitude to investment risk would have already commenced at the initial consultation stage. However, due to the importance of this area you may now be asked to complete a risk profiling questionnaire or questionnaires. Together with our ensuing discussions, this process will enable us to identify your likely risk tolerance / attitude to risk and your ability to bear losses / your capacity for loss.

## Anti-money Laundering

Anti-money laundering checks will be carried out at this stage, as outlined earlier.

## Timeline

The subsequent consultation will usually last for up to an hour and a half. You may wish to include other parties such as a spouse, children or other professional advisers.

## Subsequent Consultation Fee

RAEFP typically charges a fee for the subsequent consultation, as specified in the section of this document entitled **Our Remuneration / Fees**.



### Next Step

At the end of this stage you may instruct your financial planner to begin the construction of a recommendation(s) for your consideration, further to us having confirmed to you the fee involved. Wherever possible, we will endeavour to consider tax planning opportunities, and we may therefore wish to liaise with your tax advisers.

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### Stage 4: Recommendation Presentation

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By this stage the research process would have been completed, and your financial planner will now be able to formally present their advice and recommendation(s) designed to meet your circumstances, along with your financial objectives and preferences.

At this time, various items of documentation will be outlined and discussed with you, such as illustrations, key features documents (KFDs) and research documents. These will then be issued to you – usually in electronic format – as soon as possible afterwards. You will also be issued with a formal suitability report via the same medium, which outlines the reasons behind the recommendation(s) made.

### Timeline

The construction of our recommendation(s) may typically take between three and six weeks to complete, whilst the associated presentation meeting will last for up to one and half hours. You may wish to include other parties such as a spouse, children or other professional advisers. We will liaise with you throughout to inform you of any possible delays.

### Advice Fee

Please see the section entitled **Our Remuneration / Fees**.

### Next Step

Having considered the recommendation(s) and advice, you may instruct your financial planner to implement any necessary arrangements for you, further to us having re-confirmed to you the fee involved. This may involve the arrangement of a financial product or transaction, but not necessarily so; sometimes the best advice is recommending that no action is taken. The arrangement of a product or transaction may involve the completion of an application form.

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### Stage 5: Product / Transaction Arrangement

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We will arrange for our any product or transaction to be arranged and implemented as per your decision.

### Arrangement Fee

Please see the section entitled **Our Remuneration / Fees**.

## Next Step

Once the recommended arrangements have been completed on your behalf, your financial planner will issue you with relevant policy / contract documents, possibly along with a **Feedback Questionnaire** for your voluntary completion and return to us.

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## Our Remuneration / Fees

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In the interests of clarity and fairness, RAEFP charges fees for the various services we provide. We do not ordinarily accept being remunerated via commission from product providers.

However, in some instances we are prepared to consider the receipt of initial commission payments in lieu of any fees relating to mortgage and protection product and transaction arrangement services. Any such commission payable to the firm by a mortgage product provider will be offset against our fees with any surplus rebated to you directly. For certain insurance products, any commission will ordinarily be rebated into the contract to reduce product charges. In some instances, we are willing to consider accepting an initial commission payment to offset our fees (for example, where affordability is stretched) with any surplus rebated to you.

Regarding investment planning, we are willing to consider the acceptance of legacy on-going renewal commission payable by some product providers. Such remuneration will be used to offset our on-going service fee on a 1:1 basis, with any possible surplus rebated to you (pension products excepted, whereby any surplus is retained by RAEFP due to regulatory and legislative requirements).

There may be instances whereby a recommendation we make does not result in RAEFP arranging a product or transaction to meet an identified financial planning need. Thus, half of any initial fee is explicitly in respect of advice services provided and is not contingent upon our arranging a financial product or transaction for you and may also therefore be subject to value added tax (VAT). The remaining half of any initial fee is in respect of potential financial product or transaction arrangement services. Our understanding is that VAT will not be applicable in respect of initial advice services proffered unless it results in an associated product or transaction being arranged.

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### Investment Planning Payment Methods

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Our fees may be levied “directly”, or via an “adviser charge” at the discretion of RAEFP in cases where a financial product or transaction has been arranged / taken under management. We shall advise you of what we feel is the most suitable method.

Settlement of any directly-levied initial fee is due within 30 days of the date specified on our invoice. Initial adviser charges are deducted from the amount proposed for investment by a product provider, and then paid onto RAEFP; the product provider therefore “facilitates” the payment of our initial fee, and it has the effect of reducing investment returns accordingly.

If you choose to pay us directly in return for your subscription of one of our on-going service propositions, the associated fee will become due within 30 days of the first working day of the month representing the anniversary of your investment product, based upon the fund value at the time. Should you prefer to pay us via adviser charges, then deductions equal to one-twelfth of our agreed on-going fee will typically be made from your plan each month. Such deductions will be based upon the fund value at the applicable time of the month and will vary in line with the value of your portfolio. Again, payment via an adviser charge serves as a drag on investment returns.

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## On-going Service Fees

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A review of your chosen on-going service agreement subscription will take place at each review meeting, although not automatically between meetings. This means the level of your combined funds under advice is determined at each review meeting, which then dictates the percentage fee applicable until the next review meeting (see **Our Remuneration / Fees**).

However, you may change your service agreement and its associated charging structure between meetings by contacting us in writing. Any requested change – whether it is received at a review meeting or between review meetings – will take into account the level of your invested assets at the time.

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## Fee Schedule

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We will conduct an initial remote consultation with you at our own expense. Any subsequent consultation will usually incur a fee of **£150** plus VAT where applicable. Should you wish to proceed beyond the subsequent consultation stage, and instruct us to put together a recommendation for your consideration, an additional initial fee will become applicable as outlined in the following sections and tables.

For any ad-hoc / non-regulated financial planning services required (for example, inheritance tax planning), we charge an hourly fee of **£150** plus VAT where applicable. Under such circumstances we shall provide you with an estimate of the time we expect to be involved before embarking on any work.

### Investment Planning

Initial Lump Sum Amount	Fee	Monetary Equivalent
Less than £25,000	<b>£400</b>	£400 – based on the investment of £12,500
£25,000 - £49,999	<b>1.60%</b>	£600 – based on the investment of £37,500
£50,000 - £99,999	<b>1.28%</b>	£960 – based on the investment of £75,000
£100,000 - £249,999	<b>1.02%</b>	£1,785 – based on the investment of £175,000
£250,000 - £499,999	<b>0.82%</b>	£3,075 – based on the investment of £375,000
£500,000 - £999,999	<b>0.66%</b>	£4,950 – based on the investment of £750,000
£1,000,000 and above	<b>0.53%</b>	£7,950 – based on the investment of £1,500,000

Initial Regular Amount	Fee	Monetary Equivalent
Less than £417 each month	<b>£500</b>	£500 – based on the investment of £250 each month
£417 and above each month	<b>1.60% of expected total investment amount over 5 years</b>	£960 – based on the investment of £1,000 each month

- *Our maximum initial fee is £10,000*
- *Half of any initial fee explicitly relates to advice services provided, with the balance in respect of any possible product or transaction arrangement services subsequently provided; note that any advice fees are potentially subject to VAT should a connected product or transaction not be arranged*
- *It is important to be aware of the other costs you may potentially incur (such as product provider and fund management charges), which where applicable will be aggregated and disclosed to you in a suitability report*

Further to the above, you may wish to subscribe to either our **Standard** or **Enhanced** on-going service proposition. Full details are contained in the **On-going Service Options** document. The annual fees associated with these specific services are outlined below:

Funds Under Advice	Annual Fee	Annual Monetary Equivalent
Less than £25,000	<b>Standard = £250</b> <b>Enhanced = not available</b>	£250 – based on £12,500 of funds under advice on our <b>Standard</b> proposition
£25,000 - £49,999	<b>Standard = 1.00%</b> <b>Enhanced = not available</b>	£375 – based on £37,500 of funds under advice on our <b>Standard</b> proposition
£50,000 - £99,999	<b>Standard = 0.80%</b> <b>Enhanced = 1.00%</b>	£600 – based on £75,000 of funds under advice on our <b>Standard</b> proposition
£100,000 - £249,999	<b>Standard = 0.64%</b> <b>Enhanced = 0.80%</b>	£1,120 – based on £175,000 of funds under advice on our <b>Standard</b> proposition
£250,000 - £499,999	<b>Standard = 0.51%</b> <b>Enhanced = 0.64%</b>	£1,913 – based on £375,000 of funds under advice on our <b>Standard</b> proposition
£500,000 - £999,999	<b>Standard = 0.41%</b> <b>Enhanced = 0.51%</b>	£3,075 – based on £750,000 of funds under advice on our <b>Standard</b> proposition
£1,000,000 and above	<b>Standard = 0.33%</b> <b>Enhanced = 0.41%</b>	£4,950 – based on £1,500,000 of funds under advice on our <b>Standard</b> proposition

- *Our maximum on-going fee is £10,000*
- *It is important to be aware of the other on-going costs you may potentially incur (such as product provider and fund management charges), which where applicable will be aggregated and disclosed to you in a review report*

### Protection Insurance Planning

Sum Assured	Fee	Monetary Equivalent
Less than £50,000	<b>£400</b>	£400 – based on a sum assured of £25,000
£50,000 - £99,999	<b>0.80%</b>	£600 – based on a sum assured of £75,000
£100,000 - £249,999	<b>0.64%</b>	£1,120 – based on a sum assured of £175,000
£250,000 - £499,999	<b>0.51%</b>	£1,913 – based on a sum assured of £375,000
£500,000 and above	<b>0.41%</b>	£3,075 – based on a sum assured of £750,000

- *Our maximum initial fee is £5,000*
- *Half of any initial fee explicitly relates to advice services provided, with the balance in respect of any possible product or transaction arrangement services subsequently provided; note that any advice fees are potentially subject to VAT should a connected contract of insurance not be arranged*
- *The portion of the fee related to the possible arrangement of a protection insurance product will be waived in the event of us being unable to secure standard acceptance terms; this is subject to the accurate disclosure of all requested information to RAEFP initially, as recorded in our Financial Planning Data and Report document*
- *For income protection contracts, the sum assured is the total level of any possible claim at the outset*
- *Any initial commission payment received will be off-set against our fee, with any surplus rebated into the product to lower the premium*
- *It is important to be aware of the other costs you may potentially incur (such as product provider charges), which where applicable will be aggregated and disclosed to you in our suitability report*

### Mortgage Planning

Mortgage Advance	Fee	Monetary Equivalent
Less than £50,000	<b>£400</b>	£400 – based on a mortgage advance of £25,000
£50,000 - £99,999	<b>0.80%</b>	£600 – based on a mortgage advance of £75,000
£100,000 - £249,999	<b>0.64%</b>	£1,120 – based on a mortgage advance of £175,000
£250,000 - £499,999	<b>0.51%</b>	£1,913 – based on a mortgage advance of £375,000
£500,000 and above	<b>0.41%</b>	£3,075 – based on a mortgage advance of £750,000

- *Our maximum initial fee is £5,000*

- *Half of any initial fee explicitly relates to advice services provided, with the balance in respect of any possible product or transaction arrangement services subsequently provided; note that any advice fees are potentially subject to VAT should a connected mortgage product not be arranged*
- *The portion of the fee related to the possible arrangement of a mortgage will be waived in the event of a mortgage application being declined by a lender; this is subject to the accurate disclosure of all requested information to RAEFP initially, as recorded in our Financial Planning Data and Report document*
- *Any initial commission payment received from a lender will be off-set against our fee, with any surplus paid onto you*
- *It is important to be aware of the other costs you may potentially incur (such as lender charges), which where applicable will be aggregated and disclosed to you in our suitability report*

## Fee Agreement

### Initial Fee

Service Area	Fee	Monetary Equivalent	Potential VAT	Payment Method
_____	. %	£ . ♦	£ .	Direct <input type="checkbox"/> Adviser Charge <input checked="" type="checkbox"/>

- ♦ Half of this fee explicitly relates to advice services provided (and is therefore potentially subject to VAT at 20%), with the balance due in respect of any possible product or transaction arrangement services provided
- This payment option is only available where an investment product or transaction is ultimately arranged, and at the discretion of the product provider(s) and RAEFP

### On-going Service Proposition Fee

Option	Fee	Annual Monetary Equivalent	Payment Method
_____	. % •	£ .	Direct <input type="checkbox"/> Adviser Charge <input checked="" type="checkbox"/>

- Where on-going fees are being met by adviser charges, these are typically levied on an incremental monthly basis according to the value of funds under advice at the time; in some instances, legacy on-going renewal commission payable by the product provider(s) to RAEFP may be used to off-set this fee on a 1:1 basis
- This payment option is only available where an investment product or transaction is ultimately arranged, or taken under management, and at the discretion of the product provider(s) and RAEFP

### Other Ad-hoc Services

Description	Hourly Fee	Expected Time	Potential VAT	Payment Method
	£150	. _____ hours ♦	£ .	Direct <input type="checkbox"/> Adviser Charge <input checked="" type="checkbox"/>

- ♦ This figure is rounded up to the nearest 15 minutes
- This payment option is only available where an investment product or transaction is ultimately arranged, or taken under management, and at the discretion of the product provider(s) and RAEFP

### Declaration

We / I acknowledge receipt of this Client Services and Fee Agreement. We / I authorise the transfer of information, on a confidential basis, when warranted between any relevant third parties. We / I acknowledge the provisions stipulated herein will come into effect from the date of signing the below declaration.



*We / I also confirm we are / I am happy to give RAEPF our / my express consent to contact us / me by telephone to discuss areas pertaining to financial planning.*

*We / I agree to pay any fees as outlined in this section. We / I acknowledge that directly-levied fees are to be settled within 30 days of the date stipulated on any invoice.*

	Client 1	Client 2
Name		
Case Reference		
Date of Issue	- ____-20	- ____-20
Signature		
Date		

# Privacy Notice

RA Elmes Financial Planning (RAEFP) is a trading name of RA Elmes Limited (RAE). 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 planning advice. This information will relate to your personal and financial circumstances. It may also include special categories of personal data – such as information about your health – if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

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 our website to personalise your repeat visits to the site.

## ***Information about connected individuals***

We may need to gather personal information about your close family members and dependants so that we may 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. Furthermore, without collecting your personal data we would be unable to fulfil our legal and regulatory obligations.

Where special category data is required, we will obtain your explicit consent in order to collect and process this information.

## ***How will we use the information about you?***

We collect information about you so that we can provide you with the services for which you engage us.

## ***Who might we share your information with?***

If you agree, we may e-mail you about other products or services that we think may be of interest to you. We shall not share your information for marketing purposes with other companies.

So that we may deliver our services to you effectively, we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services, as well as product and platform providers that we use to arrange financial products and transactions for you.

Where third parties are involved in processing your data, we will 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. We ensure your data is secure by sending you an encrypted email which requires a password that has been agreed previously with you.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

### ***How long do we keep hold of your information?***

During 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. Generally, these are:

- Five years for investment business
- Three years for mortgage business
- Indefinitely for pension transfers and opt-out business
- Three years for insurance 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. We will discuss how long we will keep your personal data for at the point our relationship ends, or in the event of your death we will not keep your personal data for longer than five years after your death.

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 we hold about you. If you would like a copy of some, or all, of your personal information, please e-mail or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

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.

### ***Marketing***

We will not send you marketing information about our services.

### **Cookies**

We use cookies to track visitor use of our website and to compile statistical reports on website activity.

For further information visit <http://www.allaboutcookies.org/>

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

### **Other websites**

Our website contains links to other websites. This privacy policy only applies to our website, so when you link to other websites you should read their own privacy policies.

### **What can you do if you are unhappy with how your personal data is processed?**

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Writing: *Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF*

Phone: *0303 123 1113 (local rate)*

### **Changes to our privacy policy**

We keep our privacy policy under regular review, and we'll inform you of any changes when they occur. This privacy policy was last updated on 19 April 2022.

### **How to contact us**

Please contact our head office if you have any questions about our privacy policy, or the information we hold about you.

Writing: *RA Elmes Financial Planning  
3 Hassall Court  
Long Acre  
Bingham  
Nottinghamshire  
NG13 8BS*

Phone: *01949 839957*

E-mail: *enquiries@raelmes.co.uk*