

## **Client Agreement**

Our Client Agreement constitutes a legal agreement between you and Clear Financial Solutions (Midlands) Ltd so please make sure you read it carefully. If there is anything you do not fully understand, please ask your adviser.

### Our commitment to you

We are an Independent Financial Adviser, this allows us to recommend solutions from across the market, ensuring our advice is always in your best interest.

To create and deliver your financial plan, we will build a thorough understanding of your current financial position, circumstances, the level of risk that is acceptable to you, then establish your priorities and long-term financial objectives. This knowledge forms the basis of our analysis, planning and ultimately our recommendations to you.

We promise to deliver uncompromised, independent financial advice at all times. We will regularly review the performance of your financial plan making adjustments as required to ensure you remain on course to achieve your long-term financial objectives. However, if you decide not to enter an ongoing service relationship, regarding investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request.

## Our regulatory status and what can we advise on?

We specialise in all aspects of investments, protection, retirement, and inheritance tax planning. This allows us to see the whole picture and ensure every aspect of our advice works towards your personal financial goals. Clear Financial Solutions (Midlands) Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 708582.

Clear Financial Solutions (Midlands) Ltd is listed on the Financial Services Register which is held by The Financial Conduct Authority: www.fca.org.uk or 0800 111 6768. The Financial Conduct Authority (FCA) can be contacted at the following address: 12 Endeavour Square, London E20 1JN.

#### Our permitted business is:

Advising on, arranging (bringing about), and making arrangements with a view to investments and non-investment insurance.

#### Client classification

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a retail client. This is our default classification for all personal clients who are not investment professionals, who are not individuals with a high level of investment experience and are not investing on behalf of an organisation which qualifies as a Professional Client. This also means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service (FOS).

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 agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

Further information in respect of the Financial Ombudsman Service is available on their website <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

### **Capturing your needs**

We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective it is important that you are open and frank with us and provide us with all the necessary information that we will need to deliver a service that reflects your needs. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us to identify any specific needs regarding the methods by which we deliver our services to you. This may include additional ways of communication to those that we usually use as set out in the next section entitled "means of communication". For example, if you need information in large font, we can provide you with that.

Further information on how we collect and use your personal data is set out in the separate Data Privacy Notice that we have issued to you.

#### **Mode of Communication**

We will communicate with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail, and other acceptable electronic communication methods. This information will be free of charge.

You may, at any time, choose to request information in paper and free of charge, that has previously been provided to you by means other than paper. For example, where a communication was originally sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing, which includes email.

Our communications will ordinarily be in English, both in respect of oral and written communications.

#### **Records of communications**

We are required by our regulators (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.

A selection of fact-find, review, and presentation meetings are recorded for training and monitoring purposes in common with other financial institutes and service providers.

If we propose to record any of the above with yourself, we will first obtain your permission to do so.

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax, email, SMS, and our secure client portal.

A copy of our call recording policy is available upon request.

## Verifying your identity

We are required by anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. To do this we use an electronic identification system. This check is not a credit search and will not affect your credit rating but will leave a soft footprint on your credit history.

### Investment objectives and restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, agreed level of risk you are prepared/able to take 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 identified during our discussions with you and confirmed within the suitability report that we will issue to you to confirm our recommendation(s). Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

#### **Investment risk**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

## Discretionary fund management service

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.

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 won't 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'll explain the implications to you.

We will always assess your circumstances and financial planning objectives, knowledge and experience before determining that the discretionary fund management service is suitable for you.

We shall ensure that the discretionary fund management service we recommend, along with any recommendation in respect to a model portfolio or investment mandate is such that you are able to financially bear the investment risks and have the necessary experience and knowledge in order to understand the risks involved in the management of your investments.

By appointing us to provide you with an annual review service, we shall ensure that the recommended discretionary fund management service remains suitable for your investment objectives and attitude to risk on at least an annual basis. We will manage your relationship with your discretionary fund manager, on an ongoing basis and instruct the discretionary fund manager once you have accepted our recommendation. We will also monitor the performance of the discretionary fund management service to ensure the on-going appropriateness of the service for your overall financial planning and investment objectives. We shall be responsible for notifying you of the fees and charges, as well as the tax implications of the discretionary fund management service we recommend to you.

The discretionary fund manager will:

- Manage your investments in accordance with the discretionary fund management agreement and agreed investment mandate.
- Ensure its decisions to trade and all transactions are consistent with the terms of the above agreement and the investment policy or investment strategy.
- Notify us in the event that the overall value of your portfolio depreciates by 10%, as measured from the beginning of a reporting period, and any subsequent depreciation in multiples of 10% (We will then communicate this to you in a separate communication).
- Provide you with details of the ongoing fees and charges relating to the discretionary fund management service.

### Accounting to you

We will confirm to you in writing the basis of our service and the reasons for recommending any transactions transmitted or executed on your behalf. Where you agree to an ongoing advice service, we will provide regular reports to you regarding that service. We will agree and confirm frequency and timing of those reports based on your needs. The extent of any ongoing review will be determined by your needs.

We will also arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing. Where not sent directly from a product provider, we will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where several 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.

Where you have agreed to an ongoing advice service, we will provide you with a report on the ongoing suitability of those services to your needs including coverage for any further recommendations that have been made. These reports will be provided to you on an annual basis. These reports will be provided to you before any further investment transactions are recommended.

## **Client money**

Client money is the money Clear Financial Solutions (Midlands) Ltd invests on your behalf. Clear Financial Solutions (Midlands) Ltd does not handle clients' money. We never accept cash, or a cheque made out to us unless it is a cheque in settlement of charges or disbursements relating to services provided, for which we have sent you an invoice. If you do send us money, this may delay your transaction as we will have to return this money to you.

## Platform Business – Nominee and Safe Custody Services

Clear Financial Solutions (Midlands) Ltd does not safeguard or administer client assets, but we may arrange business through platforms, which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party's nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third-party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment - we will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party's nominee.

For non-platform business, we will arrange for your investments to be registered in your name unless you first instruct us otherwise in writing.

### Right to withdraw

In the case of many retail investment products - such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g., unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g., Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of any non-retail investment products e.g., an ISA wrapper, we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## **Termination of authority**

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 services already provided/ transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made and/ or services carried out prior to termination and any adviser charges or other fees which may be outstanding.

#### **Conflicts of interest**

Clear Financial Solutions (Midlands) Ltd offers services in accordance with those disclosed to you in our Client Agreement. Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

Clear Financial Solutions (Midlands) Ltd takes all the appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly because of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services.

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

## **Best execution policy**

It is in the interests of our clients and Clear Financial Solutions (Midlands) Ltd that we obtain the best possible result when placing orders with other firms (e.g., third-party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments - e.g., shares. We are required under the Rules of the Financial Conduct Authority to take sufficient steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we MAY utilise the services of a third-party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g., unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have no influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

### **Complaints**

If you wish to register a complaint, please contact us by any of the following methods:

In writing to: Complaints

Clear Financial Solutions (Midlands) Ltd

195 Sandbed Lane

Belper Derbyshire DE56 OSL

By telephone: 01773 828183

By email: <a href="mailto:info@clearfs.info">info@clearfs.info</a>

If we cannot agree settlement of your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the 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.

#### **Deposits**

Deposits made by private individuals and small businesses to any authorised firms are protected by the FSCS. The Deposit Compensation Limit is £85,000 per person per financial institution.

#### **Investments**

Most types of investments are covered up to a maximum of £85,000.

# Investment based insurance and long-term insurance provision e.g., pensions and investment bonds

The maximum level of compensation for claims against provider firms declared in default on or after 3 July 2015 is 100% of the claim with no upper limit on the monetary amount.

#### **Insurance**

Non-investment insurance mediation in relation to non-compulsory insurance is covered for 90% of the claim, without any upper limit. Claims under compulsory insurance, professional insurance and certain claims for injury, sickness or infirmity of the policy holder are protected at 100%.

Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

## **Force Majeure**

In the event of any failure, interruption or delay, by any party, in the performance of their obligations resulting from acts, events or circumstances not reasonably within their control, including, but not limited to, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer service, no party shall be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by any of the other parties.

#### **Amendments**

From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 30 days before the changes are due to take effect.

## Information about our services and costs

## What type of service will we provide you with?

#### Independent advice

We will advise and make a personal recommendation for you after we have assessed your needs. Our recommendation will be based on a sufficient range of retail investment products, financial instruments, and structured deposits.

A 'sufficient range' means that the products and services that we will advise on and recommend will be sufficiently diverse with regards to their type and issuers or product providers to ensure that our clients investment objectives can be suitably met.

### What will you have to pay us for our investment services?

You will pay for our services through an adviser charge.

We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

We will discuss with you the basis of our charges, based on the types(s) of work we are asked to undertake for you.

We will discuss with you when you need to pay our charges, both initial and ongoing.

All charge amounts quoted below are exclusive of VAT, expenses, and disbursements; these will be added to the invoice if applicable.

As soon as possible, and before we commence any chargeable work, we will provide you with a personalised quote of our fees based on your circumstances in a separate Services & Payments Agreement.

#### **Advised services**

#### Initial advice service

Our initial advice will be appropriate for you, based on your requirements and circumstances at that time. We will not ensure that any initial advice remains suitable for you at a later date, unless you select to receive ongoing services from us.

If we do not agree a fixed adviser charge with you at outset as part of the Services and Payment Agreement, you may ask us for an estimate of how much in total we might charge for any service(s) provided. You may also ask us not to exceed a given amount without checking with you first.

#### **Ongoing Services**

In addition to our initial advice services, you could ask us to undertake further services on an ongoing basis. Details of any ongoing services that we offer are detailed later within this document.

Our typical adviser charges are noted below. The exact amount may be more or less than this but will be specifically agreed with you based on the work you ask us to do for you.

Please note that as the investment amount increases, your ongoing charge may also increase.

### Paying for our services

#### **Investment & Pension Planning**

It is very important to us that you are clear and comfortable with the work we will do and the associated costs. We will always be transparent in our charging and ensure you have approved costs before work commences.

Our fee covers not only the time and professional advice of your adviser, but also the team that sit behind our advisers ensuring they have the right support to enable them to deliver uncompromised, independent advice.

The cost of our initial discussion which allows us to identify your current circumstances and objectives is borne by Clear Financial Solutions (Midlands) Ltd. Thereafter all other work is paid for by fees (known as Adviser Charges), commission or a combination of both. We will not charge you until we have agreed with you how we are to be paid and the work involved. All charges quoted in this document are exclusive of Value Added Tax (VAT). We will tell you in advance if VAT is payable.

#### **Initial Charges**

Service	What we will provide			
Full Financial Review	We will conduct a full financial health check which will include:			
	Establishing your financial planning goals/objectives.			
	Obtaining full details of your assets, liabilities, income, and expenditure.			
	<ul> <li>Identifying whether you need to take any additional actions or make further provision to achieve your goals.</li> </ul>			
	<ul> <li>A review of your existing plans/policies, including pensions, investments, and protection policies to see if they are still appropriate for your needs.</li> </ul>			
	A report outlining our findings and recommended actions			
Pension Planning	We will undertake a full review of your current retirement provision including:			
	Establishing your target retirement income and retirement age.			
	<ul> <li>An analysis of your existing pension provision and identification of any potential shortfall at retirement.</li> </ul>			
	<ul> <li>A review of your existing plans/policies, including pensions, investments, and protection policies to see if they are still appropriate for your needs.</li> </ul>			
	A report outlining our findings and recommended actions			

## We will provide advice and recommendations on your retirement income options, Retirement **Options Advice** including: Gathering full details of your savings, investments, pensions, and other assets which could be used to meet your income needs. Consider any specific requirements or preferences you may have. Provide a report detailing our recommendations on how to meet your needs. Arrange any appropriate plans or policies if you accept our advice. **Pension Tax** Standalone discussion document on the use of your available pension tax allowances. **Planning** We will conduct a limited financial health check which will include: Obtaining full details of your assets, liabilities, income, and expenditure. Identifying whether you need to take any additional actions or make further provision to achieve your goals. A report outlining our findings and recommended actions. Standalone discussion document on the options available to your related to the **Long Term Care Planning** provision of long term care. We will conduct a limited financial health check which will include: Obtaining full details of your assets, liabilities, income, and expenditure. Identifying whether you need to take any additional actions or make further provision to achieve your goals. A report outlining our findings and recommended actions.

For each of the services outlined above, the following charge basis will be used

Services		
Service	A one-off 'Adviser Charge' based on the time spent on your work. This is divided between an advice hourly charge that is £175 and administration and cashflow modelling hourly charge that is £60.	
Retirement	A typical investment or pension review will take 3 hrs adviser time and 3 hrs admin and cashflow time. The cost would be £705. This is an example and different levels of work demand different time, and this is reflected in the initial fees charged.	
Regular	These can be paid either directly to us on completion of the work (usually within 14 days) or taken from the products as an initial fee. We discuss this with you before processing any advice charges.	
i	For existing clients or family groups where £250,000 is already invested by us, irrespective of the type of plan, we do not usually charge any initial fees for new or top up business.	

Pension Tax	A fixed fee will be charged for developing and drafting your report. The cost of this work		
Planning	will be agreed in advance, and you will have seven calendar days to change your mind and cancel the development of your financial plan once, you have signed this agreement. This is time costed as above.		

# Long Term Care Planning

A fixed fee will be charged for developing and drafting your report. The cost of this work will be agreed in advance, and you will have seven calendar days to change your mind and cancel the development of your financial plan once, you have signed this agreement. This is time costed as above.

Once agreed, the 'adviser charge' amount will not change, except where your needs or circumstances differ from our initial expectations. We will tell you how much the total initial 'adviser charge' will be before you complete an investment, but you may ask for this information earlier.

#### **Defined Benefits Pension Transfer advice**

Clear Financial Solutions (Midlands) Ltd is able to provide advice regarding defined benefit pension transfers.

We will only provide advice on a transfer or conversion of such a scheme, if you specifically ask us for advice, and this will be under a separate fee agreement for this work and not included within any existing ongoing client service. The cost of preparing a Pension Transfer Suitability Report is £3,000.

## **Termination of our Services (Initial Advice)**

You or we may terminate our authority to act on your behalf at any time. You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination.

Our initial advice comprises two stages.

- 1. Evaluate and Propose
- 2. Action our recommendation

If after we have both agreed to work together, and you have instructed us, our chargeable work will begin.

Working from our initial discussion, we will agree what steps are to be taken and prepare our recommendation. At this stage we will provide specific recommendations setting out what we have proposed, why, and what steps are to be taken.

As soon as possible, and before we commence any chargeable work, we will provide you with a personalised quote of our fees based on your circumstances in a separate Services & Payments Agreement.

### **Ongoing Advice and Service**

Before recommending a product, we will make suitability checks to ascertain your relevant knowledge, experience, objectives, financial situation, and your ability to bear losses.

Prior to any transaction we will provide you with a suitability report outlining any recommendations we have made including the selling, holding, or buying of investments.

Any advice we have provided will only be kept under review as part of an agreed ongoing chargeable service. This service will be agreed with you and confirmed in our service agreement. The charge for this service will be taken monthly, quarterly, half yearly or yearly (depending on the provider) as a percentage of funds under management.

Our ongoing service option incorporates a periodic suitability review of the investments we have recommended, this is to ensure the original recommendation remains suitable. This periodic assessment will be completed at least annually, however, the frequency may be increased when considering your risk profile and the types of financial products that have been recommended.

Ongoing services offered include ongoing meetings, reporting, investment monitoring and review, contact and administration.

We offer an ongoing financial planning service.

Ongoing Service	Ongoing Charges		
Ongoing Financial Planning Service  This service offers at least an annual meeting to review or more frequently as agreed with your financial adviser.	tor funds over £1m the angoing charge reduces to () 35%		
	<ul> <li>For a fund of £40,000, our fee would be 0.65% = £260 per annum</li> <li>For a fund of £1m, our fee would be £5,375 (0.54% of Funds held)</li> <li>For a fund of £2m, our fee would be £8,875 (0.44% of Funds held)</li> </ul>		

As we work with family groups, we apply our charges based on the amount held by the family. We link family groups to ensure that we offer the best value to our clients.

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our Service and Payment Agreement prior to any work being undertaken.

If you elect to take ongoing advice and service from us under the Ongoing Financial Planning Service, we will, at a minimum, provide you with the following ongoing services.

- Ongoing Administration and Document Processing
- Issue half yearly statements and market commentary
- Ongoing Investment Advice & Communication
- Ongoing Phone and email Support from our advisers and support staff

- Offer of an annual review meeting to cover the following:
  - o Your investment objectives
  - Your financial situation
  - Your knowledge and experience
  - Your investment strategy and your attitude to risk, in line with your current circumstances and investment objectives
  - The amount or level of financial loss you are willing to accept
  - The costs and charges applied to your portfolio
  - Assessment of previous advice and its continuing suitability.
- We will provide you with information regarding the costs at least annually to help you understand the
  overall cost and the cumulative effect on the return of the investment.

## **Ongoing Client Service cancellation**

You can cancel our ongoing services at any time.

Notice of this cancellation must be given in writing and will take effect from the date of receipt. We will give notice to all providers that are facilitating ongoing adviser charges of your cancellation and arrange for charges to be stopped, wherever possible. You will be liable to pay any charges relating to ongoing services provided up to the date of cancellation.

Whilst cancellation will end our responsibility to provide ongoing reviews for your financial plan, we will remain available for assistance on any aspect of your financial situation, but this would require a separate fee to be charged.

## Your payment options

#### Initial advice service - Settling your adviser charge in a single payment

Following on from our non-chargeable initial meeting, if you request additional services or accept any recommendations, we have made then you will pay us an adviser charge which will become payable on completion of our work.

You can pay us directly within 14 days of our work being complete, or alternatively you can pay through the recommended product where providers offer this facility. We will highlight if there are financial or tax implications using this method of payment. You will be advised when Value Added Tax (VAT) will be applied.

Where it has been agreed that fees will be facilitated by a provider, and cancellation leads to the provider reclaiming all or part of the adviser charge, we will ask you to settle the outstanding fee balance for our initial advice within 14 days. Please be aware, we are unable to accept payment by cash but do accept payment by direct bank transfers and will provide a receipt upon payment.

## **Protection Planning**

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g., term assurance, income protection and critical illness from a range of insurers.

We research the market based on a "fair analysis" and make a personal recommendation. You can pay for our advised protection services by commission (where this is available)

#### Paying by commission

Where we are paid by commission, we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy.

We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

## Information about other costs and associated charges

#### **Aggregated Costs and Charges**

We will also provide you with an Aggregated Costs document in relation to certain investment types. This will provide you with information on the total costs to you of the financial products and services that have been recommended for these investment types and illustrate the impact of those costs on your investment returns. This will include all third-party product and service costs as well as our firms' own adviser charges. This will be provided to you before any investment transactions take place and on an ongoing basis where you have selected to take ongoing services.

#### Other third-party costs

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third-party documentation, for example a Key Features Document.

#### **Incentive Schemes**

We operate incentive schemes in relation to life policies. Life policies include all insurance contracts with an investment content. This includes investment bonds, endowments, whole of life plans and personal pensions.

In addition to the other remuneration disclosed to you in this agreement the firm may also pay advisers additional bonuses for achieving fee generation targets and meeting exemplary advice standards in relation to life policy business and wider investment planning. This is paid by the firm and not the product providers with whom we arrange business.

Further details on how we manage the conflicts arising from the incentive/s scheme/s outlined above are contained in our conflicts of interest policy which we can provide to you upon your request.

## Agreement to proceed

If there are terms within this agreement that you do not understand, please ask for further information. If you are still unsure about whether you should enter into this agreement, you may wish to seek independent legal advice. The Client Agreement will come into effect from the date of acceptance of this agreement and remain in force until further notice, or until cancelled by either party.

## **Data Privacy Notice**

Please refer to the separate Data Privacy Notice that we have issued to you that sets out how we collect and use data about you.

Client	Declaration	
		derstood the Client Agreement and wish to engage the services of Midlands) Ltd on the basis outlined.
Termi	ination of this ag	reement – Initial advice and authority
terminati	ion must be given in writin	hority to act on your behalf at any time, without penalty. Notice of this g and will take effect from the date of receipt. Any termination of authority ions already started, which will be completed unless otherwise agreed in
You will b	pe liable to pay any charge	s relating to transactions or plans implemented prior to termination.
Client	Signature:	Date:
Chefft	Print Name:	
Client 2	Signature:	Date:
	Print Name:	

## Signature

#### **Richard Taylor, Managing Director**

Clear Financial Solutions (Midlands) Ltd

This agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts

## **Marketing Options**

Where we have agreed to provide an Ongoing Client Service, elements of this will be provided via email and post, and any selection below will not affect that service.

From time to time, we would like to tell you about our other financial advisory services that may interest you. Please tick if you would not like to hear about these services by:

	Email
	SMS
	Telephone
	Post

You can opt out of marketing communications at any time by contacting us:

By phone: 01773 828183

By email: info@clearfs.info

The Marketing Team

Clear Financial Solutions (Midlands) Ltd

By post: 195 Sandbed Lane

Belper

Derbyshire DE56 OSL

## 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 above we require your consent by indicating your agreement to the following statement:

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Clear Financial Solutions (Midlands) Ltd.

Client 1	Signature:	Date:	
	Print Name:		
Client 2	Signature:	Date:	
Chefft Z	Print Name:		

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

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.