



**PRIVATE WEALTH
MANAGEMENT**
working to make you wealthier

Client Agreement

Private Wealth Management Ltd
Independent Financial Advisers
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Registered in England No 4087553
Registered Address: Regency House, 61a Walton Street, Walton on the Hill, Surrey KT20 7RZ
Authorised and Regulated by the Financial Services Authority

A - Introduction

This document has been designed to be given to consumers considering buying certain financial products. We recommend you use this information to decide if our services are right for you.

The document is also aimed at providing you with an overview of Private Wealth Management and to introduce our services to you in more detail, from which you may then agree the service and remuneration package that best suits your needs. We will discuss this with you so that you fully understand what is offered and how it will benefit you. Should you have any questions on any element of this please do not hesitate to ask us.

B - Firm Background

Private Wealth Management was established in November 2000.

We are able to act on your behalf in advising you on investments and non investment insurance contracts. We offer products and services as follows:

- We offer investment products from the whole of the market.
- We offer non investment products from a range of insurers.

We are authorised and regulated by the Financial Services Authority ('FSA'), 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our FSA Register number is 207530. Our permitted business is advising on and arranging pensions, savings and investment products and non investment insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

C - What services do we offer

We offer fully independent financial advice for individuals, businesses and trusts on investments, savings, retirement planning and non investment insurance (for example Life Assurance, Private health Insurance, Critical Illness cover)

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

The basis on which we will offer advice and/or services can be broadly described as:

1. Transactional Based
 - a) No Advice
 - b) Limited or Restricted Advice
2. Financial Planning

1. Transactional

Please note that with transactional based services we will be providing this service only. Any products we arranged for you, will not be kept under review in future. We will however provide further services to you upon your request and these may be subject to a new service agreed with you at that time.

However, we may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

a) No Advice – execution only

With the transactional service, we merely arrange a transaction at your specific request. No advice is given on the suitability of the product in relation to your specific circumstances. You will have made this decision yourself before you ask us to arrange it on your behalf.

If we act for you on an “execution only” basis, you will be provided with the relevant illustrations, product brochures and application form. But we will not provide any comment on the product or its suitability for you.

You will be asked to sign an ‘execution only’ form to confirm your decision. This will ask you to provide full details of the product you wish to purchase.

No review of your individual circumstances will take place to assess the suitability of the product for you. As such you will not have the right to refer any future complaint to the Financial Ombudsman Service regarding the sale of the product. This is because no recommendation will have been made.

You should therefore ensure that you have sufficient knowledge and experience to make this decision for yourself. If you have any doubts about your selection, you may be better suited to receiving advice on this occasion. Please refer to the other services that are available.

In certain circumstances, we may need to assess whether the transaction is “appropriate” for you. Typically, this will happen if your request relates to a product linked to derivatives or warrants. We therefore reserve the right to decline to act for you on an execution only basis if we think it is in your best interests for us to do so.

b) Limited or Restricted Advice

If you instruct us that you wish to limit the advice we give you in any way – for example: you wish to limit the investment areas on which we provide advice to you, we will consider this to be ‘limited or restricted advice’. In this case, we will follow the standard advice process stages set out below but only in relation to the areas on which you have requested advice. You should be aware that if you limit the information you provide to us in any way, it may detract from the completeness of the advice we are able to give you. This is because, the information not disclosed could affect how appropriate the advice we give you is to your circumstances.

If you place any limitation on our advice, we will confirm this fact to you during our discussions and in our subsequent suitability letter.

2. Financial Planning

Where a financial plan is to be undertaken, please refer to the advice process in section E which summarises the steps that will be taken.

D - General Standards

Best Execution

In executing or transmitting orders on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Client classification

Unless we notify you in writing to the contrary, we will be treating you as a "retail client". This means that you are afforded the highest level of protection under the regulatory system and should have the right to take a complaint to the Financial Ombudsman Service. Details of our complaints procedure are available on request.

Conflict of interest

We will endeavour always to act in the best interests of our clients. However, circumstances can arise where we or one of our other customers may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other customers conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Communication

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All Policy Documents or Lenders' Offer Documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Client Money

Private Wealth Management Ltd **IS NOT** permitted to handle client money 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) or handle cash.

Anti Money Laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf and to ensure that the information we hold is up-to-date.

It would be helpful if you could provide evidence of your identity and address. This would normally include both your passport, driving licence and a utility bill in your name and not older than **Three Months**. If these documents are not available please speak to the Adviser who will confirm what alternatives would be acceptable.

We may also use electronic identity verification systems (EiDV) and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

For more details with regards to proving your identity our regulatory has prepared a leaflet on the subject which we have enclosed in the pre-meeting pack. If you would like to view this document online please go to the following address;

http://www.moneymadeclear.fsa.gov.uk/pdfs/proving_your_identity.pdf

E - Advice Process

We aim to provide all clients with clear financial direction. This is achieved by having a full understanding of your current financial position, your objectives and identified needs. This enables us to provide suitable solutions for you in order to treat you fairly. Our aim is to reduce future barriers to these objectives and to maximise the opportunities for achieving your goals.

Client Responsibility

It is important that you provide us with the information that we request in order for us to provide the advice and services you want. We therefore ask that clients do not unreasonably withhold relevant information. Please note that any advice we provide to you will be based on the information you provide to us.

Under the FSA rules, we are required to consider whether it is in your best interests for us to act for you if you refuse to provide us with what we believe to be the necessary information. We therefore reserve the right to decline to act for you if we believe you have not provided us with the requisite information.

Discovery Meeting

We offer you an initial discussion (at our expense) when we will describe our services more fully and explain the payment options. At this meeting our adviser will introduce themselves and the firm to you and confirm at what stage in the process charges may apply. We will not undertake any chargeable work for you before agreeing it with you.

The main purpose of the Discovery Meeting will be to explain our offering and obtain as much information as possible relating to your financial circumstances and objectives. It is therefore extremely helpful if you can bring to the meeting with you details of any policies, schemes, investments, mortgages, outgoings, wills, interests in trusts that you have and anything else you feel may be relevant.

This information will normally be collated by the adviser on the Financial Planning Questionnaire. This includes your basic personal details and an indication of your personal financial objectives.

A key area that the adviser will wish to fully understand is your 'Attitude to Risk' as this will have a significant effect on the advice we may give you. The impact that risk will have on your objectives will be discussed and recorded.

Please note that your attitude to risk may vary depending on the time frame you are considering and your objectives.

Questions and Next Steps

Should you have any questions during the advice process please do not hesitate to ask our adviser who will be happy to discuss any queries you may have.

The adviser will then explain the next steps in the advice process to you.

If any fees are due at outset these will be explained clearly to you. We may also ask you at this stage to sign some letters of authority to enable us to act on your behalf - for example to obtain current valuations on your existing investments.

Time line

The meeting will typically last approximately one hour, depending on the complexity of your situation. You may wish to include other parties such as your spouse, partner or children.

Research and Report Preparation

Where necessary, we will forward your letters of authority to the relevant product providers. We will analyse any additional details issued by the Provider in conjunction with the information gathered at the initial meeting. We may need to revert back to you for further information and ask your permission to liaise with your other professional advisers (accountant, solicitor, investment managers etc).

Using internal and external technical research, we will prepare a report to suit your individual objectives. This will include an assessment of your attitude to risk, your time horizon, associated costs, past performance, asset allocation and expected returns.

Time Line

The research and report preparation may typically take approximately 3-6 weeks to complete. We will liaise with you during the preparation process to inform you of any delays.

Report Presentation

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Depending on what is agreed with you, you will either be sent the report for you to review or we will arrange to meet again and discuss its contents.

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

The report will outline your current position and will detail our professional observations in each area.

With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products.

Our recommendations may cover various time horizons (immediate implementations and considerations for the future) dependent on any known or foreseeable events.

The report will also contain any supporting information behind the recommendations, including, where applicable, illustrations and product brochures (including key features documents). The report, along with the supporting information, will provide full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, any other early termination rights and penalties, and any special risks associated with the product recommended will be covered in these documents.

Please note if we have misunderstood any of your objectives, or should you have any questions on any of the elements of the report, please do contact us. It is important that we are working towards the same goals and that you understand the reasons for the recommendations and how the recommended product(s), if applicable, work.

Time Line

The meeting will typically last approximately between one and two hours, depending on the complexity of your situation. You may wish to include other parties such as spouse, partner or children.

Implementation

If subsequent meetings are required these will be discussed and agreed separately with you.

Where subsequent meetings are not necessary, when we have received your instructions, which typically comprises a completed application form and payment, these will be forwarded to the relevant provider.

Details of any transactions undertaken through us will be recorded against your personal record.

Where applicable we will enclose our invoice with the report.

Ongoing Review

The ongoing review process is based on three levels of service, Mercury, Platinum and Titanium. The service proposition best suited to your situation will be identified during the Discovery Meeting.

The service levels are explained within the service proposition document and it should be noted that once the associated transaction(s) have been completed under the Mercury Service Proposition no further action will be taken by the firm unless otherwise agreed. Therefore, unless agreed otherwise, any products we have arranged for you, will not be kept under review in future. We will however provide further services to you upon your request and these will be subject to a new service level agreed with you at that time.

We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

F – Remuneration

Whether you are to receive Transaction, Targeted or Financial Planning advice there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs.

All charges/fees will be fully disclosed to you. The precise charges relating to any recommendations we make will be confirmed in your report or relevant product disclosure information that is provided to you.

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 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.

There is no additional cost to you for using a means of distance communication.

New Business

Transactional Advice Fees

Following our Discovery Meeting (which is at our expense) should you decide to go ahead there is a cost for our services and whether you buy a product or not, you will pay us a fee for our advice and services.

i. Lump Sum Investment & Pension Contracts

Our typical fee is based upon a percentage of the funds invested.

Implementation Fee
3.00%

These fees cover the time taken to implement our recommendations and the chargeable work is undertaken without reference to the time spent basis and subject to a minimum fee of £500.

ii. Regular Premium Investment & Pension Contracts

In relation to regular premium investment contracts (i.e whole of life assurance with investment elements) we will charge a fee of up to 25% of the first year's premium for protection based contracts and up to 25% of the first year's premium for regular investment and pension contracts. This is subject to a minimum fee of £500.

Where applicable the renewal commission paid on regular premium pension and investment products will be retained by the firm.

iii. Non-investment Protection

If you buy a pure protection product such as a Term Assurance policy we will normally receive commission on the sale from the product provider. The full value of any commission received will be owned by Private Wealth Management unless a separate fee for the transaction has been agreed prior to the advice. In this instance the firm is willing to use the commission to offset against the fee. We will tell you

how much the commission will be through the relevant product disclosure information that is provided to you. This is subject to a minimum fee of £500.

Where applicable the renewal commission paid on regular premium life insurance products will be retained by the firm.

iv. **Specialist Investment Contracts**

In certain circumstance we may recommend specialist investment arrangements such as Property Funds, Venture Capital Trust or Enterprise Investment Schemes (this list is not exhaustive) and due to the higher risk and complex nature of these investments we charge a higher implementation fee.

Our typical fee is based upon a percentage of the funds invested.

Implementation Fee

Up to 5.00%

These fees cover the time taken to implement our recommendations and the chargeable work is undertaken without reference to the time spent basis and subject to a minimum fee of £1,000.

Financial Planning Fees

Remuneration for your plan

Following our Discovery Meeting (which is at our expense) should you decide to go ahead there is a cost for our services and whether you buy a product or not, you will pay us a fee for our advice and services dependant on the plan provided.

Targeted Financial Plan	£900.00
Lifestyle Financial Plan	£1,950.00

These fees cover the time taken to consider, produce and present your financial plan and the chargeable work is undertaken without reference to the time spent basis.

Reports could be more expensive due to complexity but this will be discussed with you prior to our engagement.

Implementation Fees

i. **Lump Sum Investment & Pension Contracts**

Our typical fee is based upon a percentage of the funds invested.

Implementation Fee

1.00%

These fees cover the time taken to implement our recommendations and the chargeable work is undertaken without reference to the time spent basis. The fee is subject to a minimum fee of £1,000.

ii. **Regular Premium Investment & Pension Contracts**

In relation to regular premium investment contracts (i.e whole of life assurance with investment elements) we will charge a fee of up to 25% of the first year's premium for protection based contracts and up to 25% of the first year's premium for regular investment and pension contracts. This is subject to a minimum fee of £500.

Where applicable the renewal commission paid on regular premium pension and investment products will be retained by the firm.

iii. **Non-investment Protection**

If you buy a pure protection product such as a Term Assurance policy we will normally receive commission on the sale from the product provider. The full value of any commission received will be owned by Private Wealth Management unless a separate fee for the transaction has been agreed prior to the advice. In this instance the firm is willing to use the commission to offset against the fee. We will tell you how much the commission will be through the relevant product disclosure information that is provided to you. This is subject to a minimum fee of £500.

Where applicable the renewal commission paid on regular premium life insurance products will be retained by the firm.

iv. **Hourly rate basis**

Our typical charges are £137.50 per hour for all work undertaken.

v. **Specialist Investment Contracts**

In certain circumstance we may recommend specialist investment arrangements such as Property Funds, Venture Capital Trust or Enterprise Investment Schemes (this list is not exhaustive) and due to the higher risk and complex nature of these investments we charge a higher implementation fee.

Our typical fee is based upon a percentage of the funds invested.

Implementation Fee

Up to 5.00%

These fees cover the time taken to implement our recommendations and the chargeable work is undertaken without reference to the time spent basis. Subject to a minimum fee of £1,000

Remuneration for Ongoing Service

We offer three levels of ongoing services to clients and during our discussion we will agree on the service that is most suitable to you. The fees are as follows

Mercury	1% of invested funds
Platinum	1% of invested funds subject to a minimum annual fee of £1000
Titanium	1% of invested funds subject to a minimum annual fee of £2500

Please note these fees are per annum and for more information on the services provided please refer to the service proposition document.

Commission

Any commissions from investment and pension contracts that we receive could be refunded to you, where allowable by the contract, or used to enhance the policy or where requested the commission may be offset against the fees payable, both initially and on an ongoing basis.

If additional work is requested outside the standard scheduled review, you would be subject to either a fixed fee, the firm's hourly rate or a separate project/fee would be agreed.

Offsetting

As fee-based advisers we are able to use the commission system to our clients' advantage, meaning that we can use an amount of the commission generated by our recommendations to pay for our fees. Where this applies we will tell you how much the commission will be before you proceed, but you may ask for this information earlier.

Any commission from investment and pension contracts available above the disclosed fees will be rebated to you in the form of enhanced benefits or used to reduce your regular premiums. Of course if the reverse is true, you will need to pay us the difference.

We will discuss the different offsetting routes mentioned above to assess your preferred option as part of the recommendation process.

Policy Cancellations

In the event of policy cancellations and where the policy provider has sought repayment of commissions previously paid by them, we reserve the right to recoup any fee to cover the minimum agreed fee and the cost of repaying such commissions.

Trail/renewal commissions

In certain circumstances we will be paid a trail or renewal commission in addition to our fee. If this is the case we will disclose the amount and frequency in writing at the point of recommendation. By signing this agreement, you are confirming your agreement to our receiving this trail or renewal commission.

Fee Estimates

No matter what option we agree, you may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. We will agree the rate we will charge before beginning work and we will tell you if you have to pay VAT.

Termination Of Advice

If after receiving the recommendations you decide not to implement them an invoice will be issued based on the time spent and charged on the hourly rate set out above. For more details see iii above and the invoice section later in this agreement.

G - Before proceeding please consider the following

Treating Customers Fairly

We are committed to providing the highest possible levels of service to our clients. As part of this we wish to ensure you understand the services we provide and their associated costs. This should allow you to make an informed decision about the services you wish to purchase. This empowerment forms part of our ethos and culture.

This ethos carries over into our recommendations where we will provide you with the necessary information to enable you to make informed decisions as to the approach to take to achieve your objectives.

We have embraced the Financial Services Authorities 'Treating Customers Fairly' principle and would welcome any feedback you have on any element of our service that justifies comment, whether positive or negative. This will help us to ensure we are providing the services clients require and improve upon any areas about which you may have a concern. Although we have a complaints procedure, as detailed below, we would rather that clients are satisfied and raise any concerns prior to there being a problem.

Please feel free to speak to your adviser or a member of the board at any time.

Risk warnings

With the best will and intention unfortunately not everything is within our control. The financial markets and world events are notable matters that can impact on the recommended approach to your achieving your objectives. It should be noted that products are very rarely guaranteed and therefore there is an inherent risk in all products. By "risk", we mean the possibility that a product will not achieve the stated objective.

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend 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, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

Although we will explain the risk of the product as part of our advice process (with the exception of execution only transactions) you should always ensure you have understood the risk associated with the product/service. If you are unsure about the way the product or recommendations works, or require any further clarification please ensure that you raise this with your adviser.

Non Regulated Products

We may also on occasion, advise on other financial products which are not regulated by the FSA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products. Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

Non Readily Realisable Products

Under the terms of this agreement, we may if appropriate advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may

therefore not be possible to deal in the investment or obtain reliable information about its value.

It should be noted that some investments such as property funds may be Readily Realisable at outset but during the period of the investment become Non Readily Realisable where this happens you will be informed in writing by the provider.

Cancellation rights – Changing your mind

You should only proceed with a transaction once you are happy with all elements involved with it. As highlighted above, please ensure you are aware of the details of the product and that it matches your objective and attitude to investment risk.

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

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. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

Complaints

In the event that you are dissatisfied with a recommendation we have made you may be entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In writing: Write to The Compliance Officer
Private Wealth Management Ltd
Suite A, Maple Barn
Buckham Hill
Uckfield
East Sussex
TN22 5XZ

By phone: 0844 568 9990

For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

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.

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

Insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk/consumer. Please be assured we treat complaints very seriously.

Invoices

Our invoice where applicable will be issued following the completion of the agreed work and is payable within 7 days. The firm reserves the right to charge interest on invoices outstanding beyond the agreed payment period at a rate of HSBC Base Rate plus 1%.

Data Protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

Some services are provided to Private Wealth Management Ltd by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. email and you agree that ourselves, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product Providers, Lenders and Investment Managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Termination of agreement

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt.

Termination is without prejudice to any transactions already initiated which will be completed according to these terms unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable. Fees due will be based on the companies hourly rates.

Your Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information. I/We authorise the transfer of information, on a confidential basis when warranted between any such third parties.

Please confirm if you are happy to give Private Wealth Management Ltd your express consent to contact you by telephone to discuss advising on or arranging financial or insurance products in future? Please tick

Yes No

If you understand the above terms and agree to them, please sign both copies of this letter, and return one copy to us.

Fee Option	Tick to confirm	Details of Agreed Fee
Transactional Advice		Limited Advice
		Execution Only
Financial Planning		Targeted Financial Plan
		Lifestyle Financial Plan

Sign by:
(for and on behalf of Private Wealth Management Ltd)

Print Name

Mark Robinson

Sign by:

Print Name

Sign by:

Print Name

Date issued

NB: You should seek legal advice in respect of your own specific requirements to ensure the validity of this agreement.