



Client Agreement

2019

helping you achieve your desired lifestyle with financial security and peace of mind.

Our Services

Libertas Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority. Libertas Wealth Management Ltd can advise on and arrange (bring about) deals in investments, non-investment insurance contracts, debt counselling and credit broking. This document explains the service you are being offered and how any associated costs will be paid.

We can act for you if you live in the UK. There may be restrictions on how we can advise you if:

- you do not live in the UK;
- you are currently staying in the UK, but normally live abroad; or
- you are currently staying in the UK and plan to move abroad or return to another country.

Please let us know immediately if you think one of these situations may apply to you.

In terms of investments we have arranged for you, we will not keep these under review unless you become a 'retained client' and sign our service and payment agreement. However, we may contact you in the future in a promotion (in other words, when you have not directly asked us) to discuss the merits of an investment or service which we feel may interest you.

We do not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment for charges or expenses, which we have sent you an invoice for). Our services include:

- **Financial Review:** It is important to identify your current financial 'health' status and whether you are on target to address your financial objectives. We can help you to identify these goals and develop a plan for your finances to help you achieve these.
- **Savings, Investment & Retirement Planning:** It is important to know whether the money you are saving/investing or putting towards retirement will provide you with sufficient funds to meet your objectives. We can work with you to proactively plan on how you meet your savings goal or your retirement fund and then helping you to decide on the options available once at retirement age.
- **Occupational Pension Review:** If you have retained pension benefits linked to previous periods of employment, we can review these to see if they remain suitable for delivering your retirement objectives, helping you to decide whether to leave these in situ or to transfer to a new arrangement, best placed to meet your retirement objectives.
- **Protection Planning:** Most of us want to protect the things that are important, such as our family, our business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.
- **Transactional Business:** Where you ask us to undertake a particular course of action on your behalf, such as reviewing the advice provided by a third party, advice on specific investment funds or encashment of investments.

We will only start work once we have agreed our services and charges with you. We will give you a copy of our **Client Agreement** document to set out the services we have agreed to provide and to confirm how much this will cost you.

Our Advice

Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.

We will confirm any advice given to you in writing (our suitability report) along with details of any risks that may be associated with the products or investment strategies we have recommended.

Where we agree to provide you with a service that includes an on-going review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this, we will need to contact you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

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, investment strategies or other products we arrange are provided in the relevant product literature provided.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain our responsibilities and those of 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 will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

We offer **independent** investment advice which means we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We consider several factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:

- Life assurance
- Investment bonds
- Pensions
- Annuities
- Phased retirement & income drawdown
- Long term care
- Term assurance
- Critical illness cover
- Income protection
- Unit trusts
- Open ended investment companies
- ISAs
- Structured deposits
- Investment trusts
- Exchange traded funds
- Enterprise investment schemes
- Venture capital trusts
- Structured products

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We don't provide advice on options, futures and other derivative contracts, as we believe that these are unlikely to be suitable for our clients

Where we provide a protection planning service, we consider products such as term assurance, income protection, private medical insurance and critical illness cover from a **range of insurers**.

Our non-advised service

- Under this service we'll not provide any advice or exercise any judgement as to the merits or suitability of the transaction for you the client. We'll instead arrange the transactions on your behalf in certain non-complex products on a non-advised basis i.e. either an execution only or direct offer basis.
- The services we have agreed to provide and the cost of those services will be disclosed at outset. Primarily our non advised service is provided via our website where we provide access to low cost ISAs via a link to Intelligent Money.
- 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 may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.
- Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

Regulatory Status

Libertas Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority. Libertas Wealth Management FCA Register number is 684341. You can check this on the FCA's register by visiting their website – www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our registered address is: The Barns, Stretton Road, Stretton, Warrington, Cheshire WA4 4NP.

Categorising our clients

In providing investment services to you, we propose to categorise you as a 'retail client'. The protection you have under regulations will depend on the type of category we consider you to be in. As a retail client, you will have the highest form of protection available under regulations.

If we have categorised you as something **other** than a 'retail client' (see above), you may ask us to re-categorise you under a category which benefits from a higher degree of protection. We assess each case individually and if we agree to re-categorise you, it does not necessarily mean that you will have a right to use the Financial Ombudsman Service.

Other benefits we may receive

We advise on a range of products from a number of different firms. Some of these firms may provide us with training each year, which allows us to offer you a better service. You can ask us for more information on these arrangements.

Ending our authority to act for you

You or we may end our authority to act on your behalf at any time, by giving the other one month's notice in writing. The months' notice will begin from the date the notice is received. Ending the authority will not affect any transactions we have already started, which will be completed according to the client agreement unless we agree otherwise with you in writing. You will be legally responsible for paying for any transactions made or carried out before ending the authority and any fees which may be owed.

Conflict of interest

We offer advice in line with the details we have provided in our initial disclosure documents. There may be times where we or one of our other clients have some form of interest in business we are carrying out for you. If this happens or we become aware that our interests or those of one of our other clients' conflicts with your interests, we will write to you for your permission before we carry out your instructions. We will give you details of the steps we will take to make sure we treat everyone fairly.

We will try to identify the circumstances which give rise to conflicts of interest wherever possible so that we can deal with any risk of damage to your interests. These include arrangements relating to personal account dealing by our staff, pay and inducements. Our employees also must keep to a policy of independence and

ignore any personal interest when carrying out investment services for you. If there is a conflict of interest between you and us or another customer, we will tell you and get your permission before we carry out your instructions or use our discretion. We have a conflict of interest policy and if you wish to see a copy of this please ask us.

Your right to cancel

In the case of many retail investment products – such as life-assurance contracts, personal pension schemes, investment bonds and collective investment arrangements (for example, unit trusts), you will have the right to withdraw or cancel the contract within a set period. Details of these rights are normally shown in the product literature (for example, the Key Features document) or we may give you details in a separate communication.

In the case of an ISA (for example, a direct equity ISA), we will tell you in writing about any right to withdraw or cancel that you may have. If relevant, we will tell you in writing that you do not have these rights.

Risks relating to investment

As 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.

Risks relating to insurance

If you do not keep up with your premiums, you will no longer have any cover. You should not cancel any existing insurance cover unless you no longer need it, or you have an appropriate replacement policy in place. If you want to cancel existing insurance, you must tell the insurance company.

We will identify details of your insurance aims during our discussions with you and confirm them in the suitability report that we will give to you confirming our recommendation. Unless you say anything different in writing, we will assume that you do not want to place any restrictions on the recommendations we give you. Your insurance/protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take reasonable care to answer all the questions asked by the insurer fully and accurately. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other clients (e.g. commercial clients) must still disclose all material facts (any information that may influence the insurer's decision over cover or terms) prior to inception that throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

Products that we offer

We are independent financial advisers and offer investment products from the whole of the market.

We offer products from a range of insurers for term assurance, critical illness, private medical insurance, permanent health insurance, mortgage payment protection and accident, sickness and unemployment insurance.

The service that we provide

We will advise and make a recommendation for you after we have assessed your needs for investments.

We will advise and make a recommendation for you after we have assessed your needs for term assurance, critical illness, private medical insurance, permanent health insurance, mortgage payment protection and accident, sickness and unemployment insurance.

Where appropriate, we may refer you on to a Discretionary Fund Manager (DFM). If, having assessed your needs and objectives, we consider that a DFM service is an appropriate solution we will:

- Undertake appropriate due diligence and recommend a DFM service/provider that we believe best meets your needs and objectives
- Attend initial meetings with you and the DFM
- Ensure that your relationship with the DFM is established correctly
- Review the DFM's performance on an annual basis
- Attend annual review meetings to ensure the DFM continues to meet your agreed needs, objectives and mandate
- Where we recommend you use a DFM, the charge for this work will be excluded from our ongoing adviser charge/initial adviser charge which covers the whole portfolio. We will agree with you whether this is paid directly by you or taken from the investment, generally from the platform that we have recommended and are monitoring. Ongoing services can be cancelled at any time by informing us in writing, the charge and the service will then cease.

How we charge you for our investment services

Our services and the charges applicable are detailed in our separate Services and Costs document, this details our typical charges and confirms the actual charges payable by you.

Our communication

We will communicate with you through whatever means are convenient to you and us, including face-to-face, by phone, by email and other acceptable electronic communication methods. You must give us all instructions in writing (which includes by email and fax) to avoid possible disputes. However, we will accept spoken instructions in an emergency as long as you later confirm them in writing. We will confirm to you in writing our reason for recommending the transaction carried out on your behalf.

We will also make arrangements for all your investments to be registered in your name unless you instruct us otherwise in writing. We will send you all documents showing ownership of your investments as soon as possible after we receive them. If several documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then send them to you. We cannot accept responsibility for any applications, cheques or other documents being delivered once they have been passed to the Royal Mail or another delivery service.

Aims and restrictions

Once we have given you this document, any advice or recommendation we offer you will be based on your investment aims, acceptable level of risk and any restrictions you want to place on the type of investments or contracts you are willing to consider. We will identify details of your stated investment or protection aims during our discussions with you and confirm them in the suitability report that we will give you to confirm our recommendation. Unless you say differently in writing, we will assume that you do not want to place any restrictions on the recommendations we give you.

Nominee and safe-custody services

We do not look after or deal with your assets, but we may arrange business with another company which will provide custody services for your assets. If this is the case, we will register the legal title (ownership) of the investments in the name of an organisation they choose.

We will send transactions to the fund supermarket, investment wrap platform, or similar third-party investment institution for them to carry out. We will place money or transferred assets with them to invest – we will never hold the assets for you. We will give you the relevant account opening details for them such as their terms and conditions, nominee and safe-custody service, best-execution policy, execution venues and conflicts of interest policy (or equivalent documents).

Best-execution policy

We must make sure that we carry out your orders in a prompt and fair way for the type of order in question. We do this by putting into practice policies and procedures that:

- transmit orders as soon as practical, unless postponing is in your best interest;

- allow us to carry out comparable client orders in the sequence in which they are received.

When we deal for clients we rely on the services of other large financial institutions and the services of our discretionary manager. We never buy and sell investments directly for you. Instead we always pass on these instructions to another company who will place the deals under the conditions of their own order-execution policy.

The institutions will consider a range of factors to decide on the best way of placing the deal. These include:

- the certainty of carrying out the transaction, in other words the likelihood of being able to place the deal and settle it;
- the costs;
- the size of the deal;
- the price;
- the speed at which they will be able to complete the deal;
- the nature of the order and other relevant considerations;
- the venues available; and
- any specific and general instructions from you which may prioritise how orders are filled. Your instructions will take priority over the factors described above and may prevent some of the factors from being considered or change their order of importance.

If the institution cannot consider all these factors, they may not be able to get the best results for you.

We will use reasonable efforts to transmit any order promptly and comparable orders in sequence to your best advantage. We will make sure they are accurately recorded and allocated.

You authorise us to access information held by your solicitor that relates to the conveyancing work they are carrying out for you.

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Legal & Accounting Advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during discussions with us, to a solicitor or accountant.

Your Obligations

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

Your Circumstances

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

How we use your personal information - Data Protection Act 1998

We aim to make sure that any personal information we hold about you is accurate and up to date, as this could affect the advice we give you. Because of this, please let us know in writing if there are any significant changes to your personal details as soon as they happen.

We collect information about you and your family during our initial and other meetings with you. We will also collect information about you and your family from other sources connected to the business we may carry out for you. We collect the information by taking notes and filling in questionnaires about you and your family's circumstances.

We may make checks with credit-rating agencies to confirm your identity. We also make checks with organisations you have insurance policies and investments with and with your mortgage provider. These checks are to help us with our legal obligations and to make sure that we give you advice that suits your circumstances. How much information we gather from other organisations will depend on what type of service you are taking from us.

What do I do if I have a complaint?

If you want to register a complaint, please contact us.

- **In writing:** to the Complaints Manager, Libertas Wealth Management, The Barns, Stretton Road, Stretton, Warrington, Cheshire, WA4 4NP.
- **By phone:** 0161 980 4686

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk

Are you covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot pay all amounts we owe. This depends on the type of business and the circumstances of the claim.

- **Investments** - eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm.
- **Insurance** - in the majority of cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit. Long-term care insurance, which is pure protection, is 100% of the claim, without any upper limit.

Service Propositions

Service Level

- Wealth Management
- Financial Planning Service
- Bespoke/Transactional Service

Services are provided to Bespoke & Transactional customers as follows:

- An initial review of existing financial arrangements to see if they remain 'fit for purpose' and are appropriate to your current circumstances and objectives
- Personal Portal - your entire financial portfolio & bank accounts in one secure, electronic portal (available in real time via the internet, smartphone and on iPad/tablet)
- Access to our Standard Portfolio's.
- Periodic review of your life insurance, protection policies, medical/health cover and general insurance.
- Quarterly e-newsletter to keep you updated as to what is happening in the financial world and how this may affect you
- Access to our client services team.

Services available to Financial Planning Clients as follows:

- An initial review of existing financial arrangements to see if they remain 'fit for purpose' and are appropriate to your current circumstances and objectives
- Personal Portal- your entire financial portfolio & bank accounts in one secure, electronic portal (available in real time via the internet, smartphone and on iPad/tablet)
- Annual review meeting with your financial adviser - looking at rebalancing of investments and assessment of your strategic financial plan, including an annual assessment of suitability.
- Annual portfolio statement and evaluation across your investments, pension and savings
- Access to our Standard Portfolio & Bespoke Investment Solution offerings (see notes 1 & 2 below).
- Periodic review of your life insurance, protection policies, medical/health cover and general insurance.
- Annual discussion of your will & trust arrangements to ensure they are in line with your family circumstances & overall objectives
- Quarterly e-newsletter to keep you updated as to what is happening in the financial world and how this may affect you
- Access to our Client Services Team.

Services available to Wealth Management clients are as follows:

- An initial review of existing financial arrangements to see if they remain 'fit for purpose' and are appropriate to your current circumstances and objectives.
- Personal Portal- your entire financial portfolio & bank accounts in one secure, electronic portal (available via the internet, smartphone and on iPad/tablet).
- Annual in-depth review meeting with your financial adviser- looking at rebalancing of investments and assessment of your plan, including an annual assessment of suitability.
- Holistic Financial Planning Report to set your financial and life-stage objectives and help you keep on track.
- Full Lifetime Cashflow Forecast to provide further clarity to setting goals throughout life and planning and forecasting for possible future event scenario's.
- Annual Portfolio statement and evaluation across your investments, pension and savings and including the option of a net wealth statement.
- Access to our Standard Portfolio & Bespoke Investment Solutions.
- Periodic review of your life insurance, protection policies, medical/health cover and general insurance.
- Annual discussion of your will & trust arrangements to ensure they are in line with your family circumstances & overall objectives.
- Personal Client Relationship Manager who will serve as one-stop access point for your day to day servicing matters.
- Six monthly statement and health check with your financial adviser and portfolio review across your investments, pension and savings holdings. This can be carried out remotely.
- Family Account- financial planning and advice that fully encompasses both your children & parents.
- Quarterly e-newsletter to keep you updated as to what is happening in the financial world and how this may affect you.
- Access to our Client Services Team.

Our fee structure and service levels			
	Bespoke & Transactional	Financial Planning	Wealth Management
	For Clients who are looking for 'one off' advice or a basic Financial Planning service for clients who have a need for financial advice and who do not require annual reviews.	Our complete Financial Planning service for clients with less complex financial affairs but seeking structured ongoing reviews and communication.	Our complete Financial Planning service with added support for clients with significant assets and/or complex financial affairs we will work closely with your other professional advisers to ensure a holistic advice service.
Needs analysis & attitude to risk	Initial only.	Initial and ongoing.	Initial and ongoing.
Recommendations report	Initial report only.	Initial and ongoing.	Initial and ongoing.
Investment service	Having assessed your attitude to risk we will recommend an asset allocation based on our detailed in-house and external research and our understanding of investments and modern investment portfolio theory.	Having assessed your attitude to risk we will recommend an asset allocation based on our detailed in-house and external research and our understanding of investments and modern investment portfolio theory.	Having assessed your attitude to risk we will recommend an asset allocation based on our detailed in-house and external research and our understanding of investments and modern investment portfolio theory.
Rebalancing	Whilst we will not automatically rebalance your investments for you the fund we select may automatically rebalance its holdings on your behalf. Alternatively, we are happy to provide this service for an additional fee.	Full governance with one annual review which includes a thorough reassessment of your attitude to risk, review of current asset allocation complete portfolio rebalance.	Full governance with a minimum of one annual review which includes a thorough reassessment of your attitude to risk, review of current asset allocation complete portfolio rebalance.
Statements	Annual updates and Regular Newsletters.	Annual statement from us of all the investments established by us.	Six monthly statements from us of all of your assets.
Review meetings	We are available to help with administration queries or should you require financial advice. An additional charge will be applicable.	One face to face review meeting per annum including annual assessment of suitability.	Minimum of one face to face review meeting per annum, including annual assessment of suitability.
Communication	Reactive phone and e-mail support.	Advice and communication in relation to your investments and funds.	Proactive advice and communication including unlimited phone and e-mail support.
Minimum portfolio value	N/A	N/A.	£100,000 and above.

Our charges			
	Bespoke & Transactional	Financial Planning	Wealth Management
	Our charges are always agreed with you in advance of any chargeable work being completed on your behalf.		
Initial financial review, cashflow forecast, objective setting Personalised research & recommendation report	£750 (this fee will be offset against implementation where appropriate).	£1,200 (this fee will be offset against implementation where appropriate).	£2,000 (this fee will be offset against implementation where appropriate).
Implementation charge	3% (subject to a minimum of £750) For example, for an investment of £100,000 our fee would be £3,000	3% (subject to a minimum of £1,200).	3% (subject to a minimum of £2,000).
Annual service fee	We may receive a renewal fee/commission from your existing investment providers. This is retained by us. New plans implemented are charged at 1% of the portfolio value.	1% of the value of the portfolio (subject to a minimum of £750 pa). For example, for a portfolio valued at £250,000 our annual adviser charge fee would be £2,500.	1% of the value of the portfolio (subject to a minimum of £1,000 pa).

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as a 'aggregated costs and charges information'

Other Charges

Depending on the services we provide, there may be costs and charges (including taxes) not charged by us, but related to the financial products we arrange for you. These charges may be one off charges (payable up front) or charges payable on an ongoing basis. For example:

- Service costs – if your investments are held on a platform (an online investment administration service) or held with a Discretionary Fund Manager, they may make a charge for administering or managing your investments.
- Investment costs – these are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.

We will always disclose any third-party costs as part of making our recommendations.

Payment options

Your payment options for Initial fees, we can receive your personal payment by cheque made payable to Libertas Wealth Management Limited or bank transfer to;

The Royal Bank of Scotland, 2 ½ Devonshire Square, London, EC2M 4BA.

Sort code – 15-10-00

Account number – 23137391

Account name - TPLLP re Libertas Wealth Management (please state your surname as reference).

Payment is due within 28 days of the invoice date.

Your payment options for initial and ongoing fees are:

- You may elect to pay through the recommend provider of the investment product so will pay Libertas Wealth Management Ltd on your behalf. This fee can be taken before or after the investment takes place.
- You may elect to pay direct from your bank account by cheque payable to Libertas Wealth Management Ltd or Banks Automated Clearing System (BACS) to The Royal Bank of Scotland, 2 ½ Devonshire Square, London, EC2M 4BA.
Sort code – 15-10-00
Account number – 23137391
Account name - TPLLP re Libertas Wealth Management (please state your surname as reference).

For more certain cases, such as pension transfers below £75,000 we may charge an hourly rate. For all other investment advice, we may charge based on the administration and research involved. Your adviser will give you a quote before you pay for any charges. This quote will confirm the work we will carry out and the number of hours we have set aside for advising, planning or administration.

For regular premium investments you would also pay a one-off adviser charge as a percentage of the regular premium as follows: -

50% of the first year's premium. If the first year's premium you pay is £1,500 you would pay £750.

Alternatively, we can charge based on the amount of time spent, as per the following hourly rates: -

Adviser £225 per hour

Paraplanner £100 per hour

Administrator £75 per hour

So, for example if the amount of time taken to advise on or arrange a suitable product for you is three hours of advice, one hour of the paraplanner's time and two hours of administration, this would mean a total initial adviser charge of £925.00.

We have used the rates above to give you an idea of costs. We will confirm in writing how much the total initial adviser charge will be for all initial advice before you are due to pay any charges.

Insurance services

For advice related to an insurance policy with no investment element, including term assurance, critical illness, income protection and private health insurance, we will typically base our initial charge on the commission from the life insurance company. The amount of commission payable can vary and depends on a number of factors – for example: the type of product, term of insurance or your age when you start the product. We will tell you how much the commission will be before you complete a product purchase.

Effects of cancellation

We may decide to stop providing services to you at any time; if we do so we will write to you to confirm this. You can ask us to stop providing any services to you at any time including initial or ongoing services, without penalty, but you must do so in writing.

We will keep a copy of this agreement on our files so that we have a copy of the terms on which we acted for you. Notices given by you under this agreement must be sent in writing by post. Notices will be treated as having been received by us on the second business day after you posted the notice to us.

We will have no authority to act for you after this agreement has ended.

If the agreement is ended whilst we are providing services to you, we will finish providing the agreed services unless you ask us not to. You will have to pay any outstanding charges for our initial and/or ongoing services already provided, even if this agreement has ended. Any fees outstanding at the date of termination will be due within 10 business days of the termination date.

Upon receipt of your instructions to cancel an ongoing service, we will, if relevant:

- Arrange for the refund of any payments made in advance for ongoing services that are no longer to be provided; and
- Arrange for any future payment of any associated charges to cease.

Any refund of payments already made in advance will be refunded to you via BACS or cheque. This payment will be forwarded to you within 10 business days of receiving your written instructions.

If you receive any payments for any ongoing services that are no longer to be provided, we will arrange for the relevant payment(s) to be refunded to you via BACS or cheque. Any refunds will be forwarded to you within 10 business days of receiving the actual payment.

What happens if you decide to cancel your investment early?

If you have paid the initial adviser charge directly, then no further action if required.

If we do take our charges via your investment product(s) and you subsequently cease to pay the premiums or cancel the investment, we may not have been able to take out total adviser charges from your investment(s). In such cases, we may exercise our right to charge you the amount we have been unable to recover. If we exercise this right, you agree to pay us the amount due on demand. The maximum amount you must repay will not exceed the total adviser charge agreed.

What happens if I cancel my insurance policy early?

In the unlikely event that you cancel an insurance product purchased following advice received from us, we will be obliged to refund to the product provider some or all of the commission that has been paid to us. This is known as “clawback” and it can apply up to five years, known as the “clawback period”. Where commission is recovered by clawback, we will charge you the amount we have lost. If we exercise this right, you agree to pay us the lost amount on demand.

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 with any cancellation notice sent to you by the life insurance company.

VAT

Please note VAT at the applicable rate is chargeable purely on advice fees but it is not chargeable on the provision of financial advice linked to the arrangement of a financial product. If you would like more information on the charges that require payment of VAT and those that are zero rated, we can arrange this for you upon request.

The fee is quoted exclusive of VAT.

What you will pay us for our work

The Payment Amount

If we do not agree a fixed fee with you at outset our charges will depend on how long our advice takes or the amount of the investment. You may ask us for an estimate of how much in total we are likely to charge. We will provide you with a personalised quote before you are liable for any charges. You may also ask us not to exceed a given amount without checking with you first. You have selected the following payment option:

Initial Advice Charge

For our Initial Advice Service, you agree to pay us our adviser charge:

- Directly to us by cheque or bank transfer
- A one-off charge as a fixed amount of £_____ or percentage of the investment amount of £ _____ x _____% = £_____ (please note that this figure is an estimate based on the fund value, the actual fund value received may vary and this will impact upon the adviser charge paid, although the percentage will remain the same)
- A Commission paid by the product provider.

If you have chosen to pay for our initial adviser charge via your investment, but then decide not to proceed after receiving our recommendation, we will invoice you for the fee agreed. The cost of our initial advice service is payable irrespective of whether or not you follow our recommendation.

Ongoing adviser charges for investment business

We will charge you an ongoing fee based upon the value of your investment, to reflect the cost of providing one of the following services to you. This fee will increase or decrease in line with the underlying investment fund value.

Service Level

- Wealth Management
- Financial Planning Service
- Bespoke/Transactional Service

Payment Method

- a monthly/quarterly/six monthly/annual payment paid by you direct by cheque or standing order
- an existing commission continually paid by the product provider.
- Via a regular charge as a percentage of the investment amount of **£?????? x ?% = £?????** (please note that this figure is an estimate based on the fund value, the actual fund value received may vary and this will impact upon the adviser charge paid, although the percentage will remain the same)

For example, Wealth Management services you pay 1% of the future value on an annual basis (minimum £1,000). Assuming an investment balance at the end of year one of £100,000, the ongoing fee could be £1,000. This charge will increase as the fund value grows.

Agreement

You must pay our initial and ongoing advice charges in accordance with this agreement or the payment terms stated on our invoices. In the absence of payment terms on our invoices payment will be due within 28 days of the invoice date. If you fail to pay our initial or ongoing advice charge when they are due, you will be in breach of this agreement and we may enforce our rights against you.

This is our standard Initial and Ongoing Fee Agreement on which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing. If there are any terms within this agreement that you do not understand, please ask for further information, as by signing you consent to the terms within.

Declaration

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Date of issue	
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1st Client name		Signed		Date	
2nd Client name		Signed		Date	
Adviser Name	Julie Preston	Signed	<i>J. Preston</i>	Date	

(one signed copy to be retained by the client/one signed copy to be retained by the adviser)

Protecting your Personal Information

To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. 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.

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 engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone, email or letter etc.).

The organisations to which we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

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 on you.

As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.

Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

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 reading the statement contained within the Declaration below.

Any personal data we collect from you will be retained in either a paper and/or electronic format but will be protected to keep this safe and secure.

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

Declaration

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

I/We consent to the processing of sensitive personal data as far as it is necessary for the services I/We require from Libertas Wealth Management Limited.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 2018, between Libertas Wealth Management Limited and any relevant third parties, including LWM Wealth Limited.

I/We agree that Libertas Wealth Management Limited or any such third party, including LWM Wealth Limited, may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time. Please note that you may withdraw this consent at any time by notifying us at our main business address.

Marketing

From time to time we may wish to contact you to offer additional products or services that may be of interest to you. Please **tick** if you would like to receive information about our services by means of:


Email		Telephone		Text Message		Post	
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Date of issue	
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Client Name (1):	
Client Signature (1):	
Date:	
Client Name (2):	
Client Signature (2):	
Date:	

Signed on behalf of Libertas Wealth Management Limited

Adviser Name:	Julie Preston
Adviser Signature:	
Date:	

Data Protection Privacy Notice

This is the Privacy Notice for Libertas Wealth Management Limited. 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/financial advice and investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

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

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

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also 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 in order to provide you with the services for which you engage us.

Who might we share your information with?

If you agree, we may email you about other products or services that we think may be of interest to you and we will pass on your personal information to our group of companies so that they may offer you their products and services.

We will not share your information for marketing purposes with companies outside our group of companies/other companies.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products 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'll only act in accordance with our written instructions.

Where it's 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. For document security we use password protection and our computers are encrypted.

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 such as Sanction Search.

How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we are subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us.

In any case, we will not retain your personal data for longer than necessary, however we must at all times meet our regulatory obligations.

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

How can I access the information you hold about me?

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

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 would like to send you information about our products and services and that of LWM Wealth Limited which may be of interest to you. If you have agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the group. If you no longer wish to be contacted for marketing purposes, please contact us by email or post

Other websites

Our website contains links to other websites. This privacy policy only applies to this 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:

Information Comm

Information Commissioner's Office.

Address: Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF

Telephone: 0303 123 1113 (local rate)

Changes to our privacy policy

We keep our privacy policy under regular review and we will inform you of any changes when they occur. This Privacy Notice was last updated on 12th May 2018.

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you by writing to us at our usual business address or by email at info@libertaswm.co.uk

Agreement (Adviser Copy)

What you will pay us for our work

The Payment Amount

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Adviser Name	Julie Preston	Signed	<i>J. Preston</i>	Date	

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Client Signature (1):	
Date:	
Client Name (2):	
Client Signature (2):	
Date:	

Signed on behalf of Libertas Wealth Management Limited

Adviser Name:	Julie Preston
Adviser Signature:	
Date:	