



Independent Financial Advisers
Established 1970

CLIENT AGREEMENT

INVESTMENT SERVICES

Anderson Sinclair & Co LLP is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you. Ongoing advice will be offered and provided if you agree to take these services. Ongoing services can be terminated at any time.

For any investment services provided we will be acting on your behalf unless otherwise stated.

Anderson Sinclair & Co LLP **does not handle clients' money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice). If you do send us money, this may delay your transaction as we may have to return this money to you.

REGULATORY STATUS

Anderson Sinclair & Co LLP, The Leatherhead Institute, 67 High Street, Leatherhead, Surrey, KT22 8AH is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 416880.

Our permitted business is advising on, arranging, and making arrangements with a view to investments.

You can check this on the Financial Services Register by visiting the FCA's website – <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

CLIENT CATEGORISATION

For Retail Clients

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 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 at the address below:

<http://www.financial-ombudsman.org.uk/>

MODE OF COMMUNICATION

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

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

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile devices applications.

A copy of our recording policy is available upon request.

INVESTMENT OBJECTIVES & 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.

CLIENTS 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.

HOW WE CHARGE YOU FOR OUR SERVICES

The method of paying for our services will depend on the type / level of service(s) provided. We will discuss your payment options with you and answer any questions you may have.

Advised services

For advised services, you will be charged an adviser charge. The actual amount will depend on the service(s) provided to you and the amount will be agreed with you before we carry out any work that we will charge you for.

Our 'Fee Agreement' that we will issue to you, will contain details of how much you will be charged and how payment is to be made.

Non-advised services

For non-advised services, if commission is available to us, you can choose to pay us by allowing us to keep the commission, or by paying us an adviser charge instead.

If you choose to pay via commission, we will tell you how much the commission is before the transaction is completed.

If you choose to pay an adviser charge, we will agree its basis, frequency and method with you in writing before we carry out any work that you will be charged for. Examples of the costs of our services are included within this Document'. We will not charge you anything until you have agreed on how much we are to be paid. We will inform you if you have to pay VAT.

WHAT TYPE OF SERVICE WILL WE PROVIDE YOU WITH?

Independent Advice – We will advise and make a 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 that we will advise on and recommend will be sufficiently diverse with regards to their type and issuers or products providers to ensure that our clients investment objectives can be suitably met.

Or

No Advice – You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

WHAT WILL YOU HAVE TO PAY US FOR OUR INVESTMENT SERVICES?

You will pay for our services on the basis of an adviser charge /a charge /or a combination.

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 will have 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.

ADVISED SERVICES

For our advised services, you will pay us via an adviser charge.

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.

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.

You may at any time cancel an Ongoing Advice Service by serving your notification of cancellation to us in writing. Upon receipt of your cancellation notice for an Ongoing Advice Service we will arrange for any future payment of any associated charges to cease.

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.

We will confirm the actual adviser charges in writing within our separate 'Charge Agreement', before providing our services to you.

If we do not agree a fixed adviser charge with you at outset, 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.

THE COST OF OUR SERVICES

Payment for initial advice services

Before we provide any services to you, we will gather information about your circumstances and needs. We will not make a charge for this.

The following table outlines the typical services we offer, what would be provided as part of each service, and an indication of the costs.

Where you require advice or services that falls outside the list of services outlined below please contact us to discuss your requirements and for details of indicative costs.

Please note we will agree any exact fees/charges with you before we commence any chargeable work.

Service	Charge Basis	What we will provide	Example cost (£)
Full financial review Pension Planning/Advice Investment Advice	<u>For a Lump Sum Investment</u> A one-off fixed 'adviser charge' as a percentage of the initial investment amount as follows: £1 - £150,000 3% of the amount invested	We will undertake a full review of your current circumstances & will provide advice and recommendations :- <ul style="list-style-type: none">Establishing your financial planning goals/objectivesObtaining full details of your assets, liabilities, income, and expenditure	<u>For a Lump Sum Investment</u> If you invest a lump sum of £200,000 into an investment plan, we would charge an 'adviser charge' of 3% Of the first £150,000 invested and 2% on the next £50,000, which would mean an initial 'adviser charge' of £5,500

	<p>- subject to a min of £750 and a max of £4500</p> <p>The next £100,000 (up to £250,000) 2% of the amount invested- subject to a max of an additional £2000</p> <p>Over £250,000 – 1% of the amount invested -subject to a max of an additional £3500</p> <p><u>For a Regular Premium</u></p> <p>An initial ‘adviser charge’ based on 25% of the first year’s regular premiums, subject to a minimum initial adviser charge of £350 and a max of £4500</p> <p><u>Fixed Charge For Specific Project Work</u></p> <p>For specific project work we will agree a fixed adviser charge with you at outset, which will not change, except where your circumstances and needs differ from our initial understanding. Once agreed, we will not amend the amount of our adviser charge in any circumstances without agreeing it with you first.</p>	<ul style="list-style-type: none"> Identifying whether you need to take any additional actions or make further provision to achieve your goals A review of your existing plans/policies, including pensions, investments, and protection policies to see if they are still appropriate for your needs A report outlining our findings and recommended actions. 	<p>(£150,000 x 3% = £4,500 plus £50,000 x 2% = £1,000 = £5,500).</p> <p><u>For a Regular Premium</u></p> <p>If you contribute £100 a month into a personal pension plan, we would charge 25% of the premium payable for 12 months, which would mean a total initial ‘adviser charge’ of £300</p> <p>(£100 x 25% x 12 months).</p> <p>As this is below our minimum charge we would then apply our minimum charge of £350</p> <p><u>Fixed Charge For Specific Project Work</u></p> <p>A charge of between £750 and £10000 depending on the complexity of your circumstances. Please note that we agree the specific charge with you before we undertake any chargeable work.</p>
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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.

Payment for initial advice services

Service	Description	Charges and examples
Annual Reviews	<p>This service is generally suited to clients requiring an annual review of their investments to be reassured that their financial affairs remain as efficient as possible.</p> <p>This service includes an annual review meeting at our office, during which you can update us on your personal and financial circumstances, and receive a statement of your financial products and investments holdings. At your request we can also consider any other financial needs you may</p>	<p><u>Portfolio Less than £150,000</u></p> <p>The fee will be set at a flat fixed rate amount. This flat rate fee will not be less than £250.00 (our minimum fee) and could be up to £750.00 dependent upon the size of your portfolio and the complexities involved. The actual fee amount will be determined and agreed with you at the outset when you instruct us to carry out the work.</p> <p><u>Portfolio More than £150,000</u></p>

	<p>have. At the review we may recommend changes to your investments portfolio or other products. Your file will be maintained on an ongoing basis and you will be contacted if we feel specific action is required. We will forward any provider correspondence and offer both telephone and email contact.</p> <ul style="list-style-type: none"> • Ongoing meetings • Reporting • Investment Management • Contact • Administration • Professional services 	<p>0.50% of the value of your investment portfolio.</p> <p>Based on a fund value of £150,000, an ongoing charge of 0.50% on this amount would mean that it would cost £750.00 per annum to provide an ongoing service. The maximum ongoing charge will be discussed and agreed with you at the time.</p> <p>(£150,000 x 0.50% = £750).</p> <p>If the fund value increases over time, the ongoing charge then increases accordingly. Conversely, if the fund value decreases over time, then the ongoing charge will reduce.</p>
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The frequency of the ongoing charge will depend on the service(s) you choose and is usually made by standing order on a mutually agreed day each month.

We will agree what will be charged before any service(s) provided and the amount will be confirmed within our 'Charge Agreement'.

More details on the services we offer will be provided separately.

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 will be required to settle the payment of your adviser charge on completion of our work within 20 business days. We accept cheques. We do not accept payment by cash. You will be provided with a receipt upon payment.

Paying your adviser charge via your investment products

In some circumstances we may be able to take our charge from the investment products that you hold. This could be from the investment products we might recommend, or investment products that you currently hold. If you decide on this method of payment bear in mind that the amount of your investment will be reduced.

Combination of the above

You may split the way in which you wish to pay your fee. For example, you may wish to pay the fee for any initial service directly, and then have the fee for any ongoing services taken directly from the recommended investment product.

OR

Settling your adviser charge by instalments

The option to pay by instalments is only available for the payment of the adviser charge on regular premium products. Payment by instalments does not relate to any ongoing charges payment which we may charge for providing an ongoing service.

Paying by instalments through your recommended product

If you buy a financial product, you can choose to have your adviser charge deducted from the product through instalments. Although you 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. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

How your payment plan works:

Total monthly premium payable	£250
Total cost of advice	£600
Monthly payment for advice	£150

Length of repayment period

4 months

If you choose to pay for the advice you receive through instalments, these instalments will be deducted from the premium you pay each month and allocated towards settling the adviser charge. For example, the total cost of advice is £600. You have been recommended a regular premium product of which £250 will be paid each month. £150 will be taken from this amount to pay off your adviser charge over 4 months. The remaining £100 will be invested during this time. At the end of this period the adviser charge would have been settled in full. From month 5 the full £250 will be invested.

Keeping up with your payments

If you choose to pay for the advice you receive via instalments, the full amount of the adviser charge will need to be paid irrespective of whether:

- the recommended product(s) is /are cancelled before the full amount is paid; and/or
- you subsequently decide to transfer your business to another firm / financial adviser.

Any outstanding amounts, as at the date of cancelling the recommended product / transferring to another firm or adviser, will be due to be paid in full within 7 business days of the termination / transfer date. An invoice will be raised for the full outstanding amount.

'Non Advised' Services

For our 'non-advised' services, you will pay us via an adviser charge /a charge/ or a combination.

The Cost Of Our Services

We will tell you how we get paid and the amount before we carry out any business for you.

Information About Other Costs And Associated Charges

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.

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 we will provide regular reports to you regarding that service.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of 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.

NOMINEE & SAFE CUSTODY SERVICES

Anderson Sinclair & Co LLP 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 make arrangements 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

Anderson Sinclair & Co LLP offers services in accordance with that disclosed to you in our initial disclosure document. 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.

Anderson Sinclair & Co LLP 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 as a result 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. A copy of the firms' conflict of interest policy is available on request.

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 Anderson Sinclair & Co LLP 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 all 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 little 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.

WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us:

...in writing: **Gavin Anderson**
Anderson Sinclair & Co LLP
The Leatherhead Institute
67 High Street
Leatherhead
Surrey
KT22 8AH

...by phone: Telephone 01372 379345

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

ARE WE 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 meet our obligations. This depends on the type of business and the circumstances of the claim.

Investments

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

Investment based insurance/Long term insurance, e.g. pensions and investment bonds

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

Further information about compensation scheme arrangements is available from the FSCS.

CLIENTS CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature box' below, unless otherwise stated.

This agreement will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

Client Signature(s)

Print Client Name(s)

Date of Signature(s)