

Client Agreement

Our Services

We (Cade & Co LLP) will act on your behalf for the purposes of arranging and advising on pure protection, investments, pensions, mortgages and general insurance.

Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for Investment Business and will act in your best interests at all times.

We are Independent Financial Advisers which means we are not restricted from the investment or pension schemes we can recommend.

We offer products from the whole of market for mortgages, life assurance and income protection. We offer products from a limited number of insurers for buildings & contents Insurance and accident, sickness and unemployment cover (a list of which is available upon request).

We may also advise on products and services which are not regulated by the Financial Services Authority. We will tell you where this is the case.

Unless agreed otherwise in writing we will not be obliged to review in the future any investment or policy that we have arranged for you.

As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product. Such a request must be made in writing and we will consider any requests received on a case by case basis against the criteria set out in FSA Rules. We will inform you of the FSA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client, you must keep us informed of any change in your circumstances that could affect your classification.

We are authorised and regulated by the Financial Services Authority (FSA) under reference 502829. The FSA is the independent regulator of financial services in the United Kingdom. We are entered on the FSA register (www.fsa.gov.uk/register).

How we charge you for our services

You have the option to pay for our services by way of a fee in which case the method of calculation will be agreed with you before we carry out any chargeable work.

Alternatively we can be paid commission on a product we arrange or a combination of the two. For mortgage related business we will provide details of how we are paid in a separate document called "key facts - about our services".

Where we charge a fee, this will be agreed with you in writing before we carry out any work and confirmed in a fee agreement. The amount we charge will depend on the amount and complexity of the work.

Our typical charges for general financial planning are:

Partner £180 per hour
Financial Adviser £150 per hour
Administration £75 per hour

For example, if a Financial Adviser spent 4 hours providing services the fee would be £600 (4 * £150). We will tell you if you have to pay VAT on any fees due.

If you choose to pay for your advice by paying a fee only, we reserve the right to retain small amounts of trail commission or equivalent up to a maximum amount of £75 per annum.

Where we receive commission, we will tell you how much the commission will be before the transaction. Normally commission is paid from product charges to your investment or policy. The amount of commission will vary according to the type of product, the amount you invest, and (sometimes) how long you invest for or your age when you start the product.

The attached table details our typical commission rates for the investment products with which we most commonly deal. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange may arise. These costs will not be paid by our firm but borne by you.

If you choose to pay for our services by commission and we are subsequently obliged to refund the commission paid to us, we reserve the right to charge you the amount refunded without the need for a separate fee agreement. This will not apply where you exercise your statutory right to cancel the contract.

If we receive any other form of benefit in connection with our services to you we will disclose this to you.

Your Protection

We prefer instructions to be in writing. If instructions are given orally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

Except in respect to settlement of our invoices for agreed fees, **cheques should be made payable to the product providers only.** We do not accept cash payment.

We will normally register all products and/or investment in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for your ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests or those of one of our other clients conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit as you should understand any risks before making an investment.

Complaints and Compensation

If you wish to make a complaint, please contact us either: In writing: Dispute Resolution Department, Cade & Co LLP, 1 High Street, Harpole, NN7 4DH; or by email: mail@cadeandco.co.uk or by telephone: 01604 832932.

Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk. If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Deposit business is covered up to a maximum level of compensation of £50000. Most investment business is covered for all of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000. Insurance business may be covered for all of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance (e.g. motor or employers liability insurance), advising and arranging is covered for 100% of the claim, without any upper limit. Mortgage services may be covered for all of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

Further information about the FSCS is available from their website www.fscs.org.uk

Termination

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred up to the date of termination or a due proportion of any fees previously agreed.

Data Protection

Collection of data

In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

Access:

You have the right to access information we hold about you. You can access a copy of these records by contacting us. Contact details are as follows: Data Protection Officer, Cade & Co 1 High Street Harpole Northampton NN& 4DH. Telephone Number: 01604832932. We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Use of data:

Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successor. We may also provide information to our auditors, professional advisers, and other firms within the Tenet Group.

We may from time to time contact you by telephone, post, or e-mail with details of products and services which may be of interest to you. If you would like not to receive this information please indicate your preference by ticking the box here.

We shall disclose information to relevant authorities where we are required to do so by law. We are legally obliged to verify the identity of our customers and retain these records. We will retain records after our business relationship has ended for legal and regulatory purposes.

Rights of third parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English Law and the parties of this agreement hereby submit to the exclusive jurisdiction of the English Courts.

Acknowledgement

This is our standard client agreement upon which we intend to rely. For your own benefit you should read these terms carefully before signing them.

You are signing to confirm that you have received a copy of this agreement and agree with the terms. If you do not understand any point please ask for further information. These terms will come into force with immediate effect.

Client: _____ Signature: _____ Date _____

Client: _____ Signature: _____ Date _____

The following table details our typical commission rates for the products with which we most commonly deal.

Commission if you invest monthly

	Our typical	Example based on £100 per month
Collective investments (e.g. unit trusts)	4% of all payments plus 0.5% of your fund value each year from year 2	£48.00 initially plus £6.00 in year 2, £12.00 in year 3, and so on (The actual amount in later years will vary in line with your fund value)
Whole of life assurance (assuming the policy holder is 40 years old)	136% of the first 12 month's payments plus 2.5% of all payments from month 49	£1632.00 initially plus £30.00 each year from month 49
Personal and Stakeholder pensions (25 year term)	40% of the first 12 month's payments plus 2.5% of all payments from month 28	£480.00 initially plus £30.00 each year from month 28
Personal and Stakeholder pensions (10 year term)	20% of the first 12 month's payments plus 2.5% of all payments from month 13	£240.00 initially plus £30.00 each year from month 13

Commission if you invest a lump sum

	Our typical	Example based on £10 000 lump sum
Collective investments (e.g. unit trusts)	3% of the amount you invest plus 0.5% of your fund value each year from year 2	£300.00 initially plus £50.00 each year from year 2 (The actual amount in later years will vary in line with your fund value)
Investment bond	4.25% of the amount you invest plus 0.5% of your fund value each year from year 2.	£425.00 initially plus £50.00 each year from year 2 (The actual amount in later years will vary in line with your fund value)
Personal and Stakeholder pensions	4.0% of the amount you invest plus 0.5% of your fund value each year from year 2	£400.00 initially plus £50.00 each year from year 2 (The actual amount in later years will vary in line with your fund value)
Annuities	1.5% of the amount you invest	£150.00
Income drawdown	5% of the amount you invest plus 0.5% of your fund value each year from year 2	£500.00 plus £50.00 each year from year 2 (The actual amount in later years will vary in line with your fund value)

Personal Pension Schemes

Not all types of personal pension scheme are included in the information above about commissions. Instead only the more common types are included, and structures such as SIPPs are not. Before we start advising you, we will inform you of how much we could be paid if we do recommend one of those products to you.

You can also ask us about commission we might receive on underlying investments we recommend you hold within a SIPP, if not contained in the above information.

Regular Payments

Some products provide for regular payments to be made to us during the lifetime of the product. We will inform you of any such payments and how they are calculated at the same time as we explain our charges. We will have the right to receive these regular payments, on the terms disclosed to you, even though you may not request further services from us or decide to terminate this agreement. However, if you appoint another firm to advise you on your affairs you can request that the regular payments be transferred to that firm.