

## **Cade & Co LLP - Client Agreement** (Version 5)

You need to read this important document and the attached Keyfacts - about our services and costs. It explains the service you are being offered and how you will pay for it.

### **Our Services**

We (Cade & Co LLP) will act on your behalf for the purposes of arranging and advising on investments, pensions, mortgages, pure protection, and general insurance. We will advise and make a recommendation for you after we have assessed your needs 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 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.

Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for Investment Business. 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.

### **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.

### **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 NN7 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. 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 \_\_\_\_\_



## about our services and costs

**Cade & Co LLP**  
1 High Street,  
Harpole,  
Northampton  
NN7 4DH

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### 1. The Financial Services Authority (FSA)

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The FSA is the independent watchdog that regulates financial services. This document has been designed by the FSA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

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### 2. Whose products do we offer?

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- We offer products from the whole market.
- We only offer products from a limited number of companies.
- We only offer products from a single group of companies.

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### 3. Which service will we provide you with?

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- We will advise and make a recommendation for you after we have assessed your needs.
- 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.
- We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not conduct a full assessment of your needs or offer advice on whether a non-stakeholder product may be more suitable.

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

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You will pay for our services on the basis of a **fee, commission or a combination of both** fee and commission. 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. 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.

#### **Paying by fee**

Whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

We will confirm what we will charge you in writing before beginning work. Fees can be invoiced directly to you or in some cases deducted from your investment and paid by the product provider.

Our typical charges are:

#### **Hourly Rate**

Partner £180 per hour, Financial adviser £150 per hour, Administration £50 per hour.

#### **Alternatively for lump sum investments you can select a percentage fee:**

Investments up to £100,000 : 3% , Investments above £100,000 : 2%

We will tell you if you have to pay VAT.

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### **Paying by commission (through product charges)**

If you buy a financial product we can normally receive commission on the sale from the product provider. Although you pay nothing to us up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest or your age.

For example:

If you invest £10,000 in an investment bond we would receive commission of 4% of the amount invested (£400) plus 0.5% of the value of the fund each year (roughly £50 every year).

If you pay £150 a month into a personal pension (with a term of 25 years) then we would receive commission of £450 plus 0.5% of the value of the fund each year.

If you pay £10 per month towards a whole life policy then we would receive £163 plus £3 each year from month 49.

We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

### **Paying by a combination of fee and commission (through product charges)**

We will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out above.

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## **5. Who regulates us?**

Cade & Co LLP is authorised and regulated by the Financial Services Authority. Our FSA Register number is 502829. Our permitted business is advising on Investments and Pensions including Pension Transfers, Mortgages 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](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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## **6. What to do if you have a complaint**

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

**...in writing**                      Cade & Co LLP  
1 High Street, Harpole,  
Northampton, NN7 4DH.

**... by phone**                      01604832932

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

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## **7. 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.

Deposit business and the provision and mediation of investments is covered up to a maximum level of compensation of £50,000. Insurance business may be covered for 90% 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. Home finance mediation may be covered for the first £50,000. Further information about the FSCS is available from their website [www.fscs.org.uk](http://www.fscs.org.uk)



*about our mortgage services*

**Cade & Co LLP**  
**1 High Street**  
**Harpole,**  
**Northampton,**  
**NN7 4DH**

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**1. The Financial Services Authority (FSA)**

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The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

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**2. Whose products do we offer?**

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- We offer mortgages from the whole market.
  - We only offer mortgages from a limited number of lenders.  
Ask us for a list of the lenders we offer mortgages from.
  - We only offer mortgages from a single lender.
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**3. Which service will we provide you with?**

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- We will advise and make a recommendation for you after we have assessed your needs.
  - 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.
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**4. What will you have to pay us for our services?**

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- No fee. We will be paid commission by the lender.
- A fee of £250 and we will also be paid commission from the lender.
- A fee of £950 and we will refund any commission received from the lender.

You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to it.

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**5. Refund of fees**

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If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund if the lender rejects your application.
  - A refund of \_\_\_\_\_
  - No refund
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