

creative

Financial  
Solutions

# Client Agreement, Ongoing Service & Data Protection

**This document is to be read in conjunction  
with our Legal Document.**

## What do we bring to a client relationship?

We make the complex things simple.

Life is not a rehearsal; we only get one go at it so our role is to help you get the most out of it. We do this by working with you to understand what you want to achieve in life and then put in place the financial building blocks to enable you to achieve your goals.

Your financial and personal situation is unique so your financial plan will be too. We will work with you to establish your goals.

As Independent advisers, we then use our expertise and knowledge to select the right products and investments from the whole of the market to deliver your financial plan, to give you peace of mind and allow you the freedom to live your life confident that your money is sorted.

Our ongoing service is personal to you and ensures we keep your goals at the front of your financial planning.

Because life is full of surprises and changes, we will meet with you regularly to review your plan to ensure it adapts for you and your circumstances. We will work with you as your trusted partner to ensure you stay on track.

We will keep you informed and be your partner, somebody you can talk to about money and your finances. We help our clients make better financial decisions and avoid bad ones.

## Our Approach

Here we explain the rigorous process we follow to ensure we help you make the right choices for your money. To ensure we advise you properly, we take time to understand your needs, goals and preferences before we make any recommendations.

### **Our first meeting**

This is an exploratory meeting which allows us to get to know you, and what you would like to see happen in the future. To help us do this, we'll ask you about current plans and the policies you have in place, including life cover, mortgage, pensions, savings and investments. We'll explain the services we offer, how we charge for what we do, and what our likely costs for advising you will be. We'll email a summary of our meeting. We make no charge for this initial meeting.

### **Researching, analysing and making recommendations**

The information you have provided enables us to assess your assets and liabilities, objectives and priorities and, if you're thinking about investing, your attitude to risk. We'll carry out a review of your current financial plans and consider your goals. We research what's available in the marketplace, assess the different products on offer and formulate a plan tailored to meeting your goals.

### **Presenting our plans to you**

We will then arrange another meeting to go through our recommendations in detail. We'll explain our overall strategy and why we've recommended specific products, policies or investments. We'll go through each element of our plan, answering any queries you may have or changes you wish to make.

### **Putting your plan into action**

When you confirm that you are happy to proceed, we'll implement your plan. We'll take care of all the administration, drawing up the necessary paperwork for your signature. We'll make sure you have copies of all the relevant documentation for your records. We will document everything fully in a written report.

### **15** **Reviewing your plan to ensure it remains relevant to your needs**

Having a plan in place represents the first step in reaching your financial goals. However, we realise that as your life progresses your needs and aspirations may change, meaning that your plans might need to alter to match your new circumstances. We can provide you with an ongoing service that will give you the peace of mind of knowing that your plan will continue to remain in line with your financial objectives.



## Our Investment Services and Costs

We provide you with an initial consultation at our expense. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the costs and levels of our services both initially and throughout our relationship with you.

### Financial Review and Recommendation

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers:

- preparing a summary of recommendations based upon your personal circumstances
- preparation of our recommendations to you

### Implementation (lump sums and transfers)

Should you instruct us to proceed with any of our recommendations, we will act for you in the following ways:

- handle all fund and policy administration on your behalf;
- provide regular updates to keep you informed of progress;
- ensure all your documents are issued in line with your expectations;

Our charge for this service is based on a percentage of the amount you invest and/or transfer. This charge is applied as follows;

**2% – subject to a minimum fee of £2,000.**

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

#### Example 1

**If we arrange an investment on your behalf for £10,000, we would charge the minimum fee of £2,000.**

#### Example 2

**If we arrange investments on your behalf totalling £150,000, we would charge 2%, i.e. £3,000.**

#### Example 3

**If we arrange investments on your behalf totalling £600,000 our fee would be 2%, i.e. £12,000.**

## Regular Contribution Savings or Investment

Our charges for this service is based on a percentage of the amount you invest. These charges are applied as follows;

- 2% of annualised premium for the term of the contract subject to a minimum fee of £2,000. This can be paid upfront or be taken over the first 10 years. If you cease contributions no further initial fee would be incurred.

Term of contract for ISA's and other investments is 10 years. For pensions the term is to age 65 (max 20 years).

### Example 1

**If we arrange an ISA with a monthly premium of £500, our total initial fee would be the minimum £2,000. This would equate to an initial fee payable of £200 per year, for 10 years.**

### Example 2

**If we arrange a pension with a monthly premium of £1,000 for a 25-year-old, our initial fee would be £4,800. This would equate to an initial fee payable of £480 per year, for 10 years.**

### Example 3

**If we arrange a pension with a monthly premium of £1,500 for a 25-year old, our initial fee would be £7,200. This would equate to an initial fee payable of £720 per year, for 10 years.**

Depending on the provider selected different payment options will be available. These include deductions from your investment or you can elect to pay us directly.

## Ongoing Reviews and Changes to Existing Investments

We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- Structured reviews to give you peace of mind;
- Assessment of your circumstances and any changes to your plans that are needed;
- Regular updates and information regarding your holdings;
- A choice of differing levels of support depending on your needs;
- Ongoing support with correspondence and administration issues.

These should be considered maximum figures unless the work undertaken is complex, we will inform you of this in advance.

Details of the different levels of services are shown in the table overleaf. We will agree separately the level of on-going services at the time of, or prior to, making our recommendation(s) to you.

## Service Levels

	Wealth Planning	Financial Planning	Virtual Planning	Administration only (existing clients only)
<b>Annual Fee</b>	<b>0.75%</b>	<b>0.75%</b>	<b>0.75%</b>	<b>0.75%</b>
<b>Review Frequency</b>	<b>As Required</b>	<b>Annually</b>	<b>Annually</b>	<b>N/A</b>
<b>Investment Solution</b>	<b>Bespoke</b>	<b>Active</b>	<b>Active</b>	<b>Active</b>
	<b>Active</b>	<b>Blended</b>	<b>Blended</b>	<b>Blended</b>
	<b>Blended</b>	<b>Passive</b>	<b>Passive</b>	<b>Passive</b>
	<b>Passive</b>			
<b>Review Meeting:</b>	✓	✓	✓	<b>Meeting not included but available at £250 per hour</b>
• Review of Objectives	<b>Face to Face</b>	<b>Face to Face</b>	<b>Virtual</b>	
• Review of Risk profile				
• Review of Asset Allocation (if required)				
• Review of tax changes				
• Updates & valuations				
<b>Cashflow modelling</b>	✓	<b>£250 fee</b>	<b>£500 fee</b>	
<b>Annual statement of holdings</b>	✓	✓	✓	✓
<b>Professional expertise and governance embedded into our investment processes</b>	✓	✓	✓	
<b>Tax planning</b>	✓			
<b>Estate planning</b>	✓	✓		
<b>Ongoing access to your adviser</b>	✓	✓	✓	
<b>Ongoing access to our support team</b>	✓	✓	✓	
<b>Quarterly newsletter</b>	✓	✓		
<b>Budget statement review newsletter</b>	✓	✓		
<b>Liaison with accountant / solicitor (if required)</b>	✓	✓		
<b>Subject to a minimum annual charge of :</b>	<b>£7,500</b>	<b>£2,000</b>	<b>£750</b>	<b>N/A</b>

It should be noted that if you choose any of our ongoing services they may be subject to a **minimum fee**.

Where we agree to provide ongoing services, you can choose to cancel this at any time by providing us with written confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later. The charges listed can be deducted from your investments or paid directly by you.

## Examples of the ongoing charge

We list here 3 examples to the above charges to help you understand how these would be applied

### Example 1

**If your investments are valued at £600,000 and you select Wealth Planning service, at 0.75% the ongoing management fee we would receive is £4,500. As this is less than the minimum ongoing service fee for this service level, we would charge you an additional £3,000. The total fee payable would be £7,500 per annum.**

### Example 2

**If your investments are valued at £50,000 and you select Financial Planning service, at 0.75% the ongoing management fee we would receive is £375. As this is less than the minimum ongoing service fee for this service level, we would charge you an additional £1,625. The total fee payable would be £2,000 per annum.**

### Example 3

**If your investments are valued at £150,000 and you select Virtual service, at 0.75% the ongoing management fee we would receive is £1,125. The total fee payable would be £1,125 per annum.**

You can choose to pay these fees directly or by deduction from the investment(s) you hold. Should you wish to pay directly you can spread the payment over a 12 month period by standing order.

When the level of on-going services has been agreed these are deemed to commence immediately and are payable monthly in arrears. You can choose to cancel this at any time by providing us with written confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later.

## 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 managed by a DFM, the platform provider / DFM will make a charge for administering / 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'll always disclose any third party costs as part of making our recommendations.

### Aggregated costs and charges

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 aggregated costs and charges information.

## Cancellation and amendments

### Ending this agreement

- We may terminate this agreement by giving you at least 20 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

## Our Mortgages and Protection Services and Costs

Where mortgage borrowing is under £100,000, we will charge a fee of £295 for advising and arranging, payable on completion.

We will not charge a fee for mortgages of £100,000 and over.

In both cases, we will also be paid a commission from the lender should we place business with them. This is usually paid on completion.

### Refund of Fees

As fees are only taken upon completion of the mortgage – there are no circumstances when these will be refunded.

### Non-Investment Protection

We do not charge a fee for advising and arranging these services as we will normally receive commission from the policy provider, after the policy is placed on risk.

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## Protecting your personal information

- To provide our services properly we'll 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'll 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 /letter etc.).
- The organisations to whom 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'll 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.

## Data Protection

The information you have provided is subject to the Data Protection Act (DPA) 2018 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested. The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01252 844227 or in writing at Creative Financial Solutions The Garden House High Street Hartley Wintney Hampshire RG27 8NY. You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us.

## Consent

### 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 indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Creative Advice Ltd trading as Creative Financial Solutions**

Client name(s): .....

Client signature(s): .....

Date: .....

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

We may also 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. If you wish to know the names of these third parties please contact us for further information.

### Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

**I / we consent to be contacted for marketing purposes by:**

**Email    Telephone    Text message    Post**

Client name(s): .....

Client signature(s): .....

Date: .....

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

## Declaration

This engagement is made between: Creative Advice Ltd trading as Creative Financial Solutions

and: .....

My / Our preferred method of paying both the initial fee and the ongoing fee is (please tick as appropriate)

**(Where possible) by deduction from the investment**

You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens, we will discuss it with you and confirm it in your personal recommendation report.

**By Direct Payment**

I/We would like to subscribe to the following ongoing service option (please tick the appropriate boxes)

**Wealth Planning**

I/We understand that the fee for this service is 0.75% of the value of the relevant investments each year, subject to a minimum of £7,500.

**Financial Planning**

I/We understand that the fee for this service is 0.75% of the value of the relevant investments each year, subject to a minimum of £2,000.

**Virtual Planning**

I/We understand that the fee for this service is 0.75% of the value of the relevant investments each year, subject to a minimum of £750.

**Administration Only (existing clients only)**

I/We understand that the fee for this service is 0.75% of the value of the relevant investment each year with no minimum fee

**Transaction Only**

I/We understand that there is no ongoing fee for this service as no ongoing advice will be provided.

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point, please ask for further information.

Signed:

Client Name:

Date:

Signed:

Client Name:

Date:

Signed on behalf of Creative Advice Ltd:

Adviser Name:

Date: