



Client Agreement: Cheetham Jackson Limited

We are a financial planning business, focused on helping you understand and plan for your financial future. This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully. If there's something you don't understand please ask us to explain it.

1. Our obligations

Our recommendations

- We are independent for Investments and pension business. This means that we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.
- When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.
- Before providing advice we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't 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'll confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.
- Where we agree to provide you with a full ongoing advisory service, which includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll notify you of 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'll explain the respective responsibilities of ourselves and 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 won't have a direct contractual relationship with the DFM and the DFM will instead treat us (the firm) as its client. Before setting up this type of arrangement we will explain the implications to you. Fundamentally though, the implications will be that you will have no recourse to the Financial Ombudsman Service in the event of a complaint regarding their service nor would you be able to refer to the Financial Services Compensation Scheme in the unlikely event that the firm becomes insolvent. Further details would be confirmed in the Key Features Document supplied by the DFM.

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'll 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.

Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
- We have a best execution policy. If you want to see a copy of it please ask us.



Conflicts of interest

- Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

2. Your obligations

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

Providing information about your circumstances

- Our advice will be based on the information that you give so it's 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.

Payment for services

- By accepting this agreement, you are agreeing to pay the charges for our services as set out in section 5 (Our charges and services agreed). Your selected payment method is also confirmed in section 5. We'll tell you if any payments are subject to VAT.
- Our initial charges are payable once we have implemented your financial plan.
- All initial fees can either be paid directly by you or deducted from your investment. We must receive full payment of the amount due at the point of implementation unless you have elected for our fee to be deducted from your investment.
- Any products we have arranged for you will only be kept under review as part of an ongoing service, for which you have agreed to pay. The ongoing service level recommended will depend upon your personal circumstances and financial situation. The ongoing service level agreed will be provided as a follow up to the initial service.
- Our charges for ongoing services will commence alongside the initial charge, payable monthly in arrears.
- Ongoing services can be cancelled at any time by informing us in writing (see section 3 - Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a % of your investments, the amount of our ongoing charges may increase as the size of your fund grows.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges. It should be noted it is not compulsory for you to agree to our services and we do offer a transactional only service.



Legal and 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.

3. 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 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.

Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes within at least 28 business days.

Product cancellation rights

- In most cases you can exercise a right to cancel by withdrawing from the contract. Generally, you will have a 30-day cancellation period for a life, pure protection or pension contracts and a 14 day cancellation period for all other contracts. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

4. Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. www.fca.org.uk. Our firm reference number is 514951.
- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.
- You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we'll treat you as a retail client for investment and pension advice, and as a "consumer" for protection advice. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.
- If you wish to register a complaint, please write to Cheetham Jackson Limited, 14-16 St Thomas's Road, Chorley, PR7 1HR, telephone 01257 239990 or email professionalstandards@cheethamjackson.com.
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.



Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.
- You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
- Investments - eligible claims for most types of investment business are covered for up to a maximum of £85,000.
- Insurance - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
- Further information is available from the FSCS at www.fscs.org.uk

Benefits we may receive

- Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.
- From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

5. Our charges and services agreed

We are committed to providing the highest standard of financial advice and service. Your interests are very important to us and for any advice or service we provide we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon - **making the complex simple**;

How we are paid

The way we are paid for our services may depend on the type of advice given. Typically this will be:

- **Investment and pension business:** fees agreed and paid by you (directly or via your policy, where applicable) based on a percentage of the amount you invest, except in the case of Defined Benefit (Final Salary) pension schemes. In this instance, a separate client agreement will be provided which solely covers the work involved for the transfer advice.
- **Insurance business:** fees agreed and paid by you or commission payable by the insurance provider.

The cost of our valued service proposition

We provide you with an initial consultation free of charge. 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 cost, 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:

- Understanding your situation by gathering information about your existing financial arrangements and full personal circumstances;
- Understanding of your investment knowledge and risk tolerance, requirement and capacity;
- Recommendation of an asset allocation model that matches your investment risk profile and the subsequent assessment and suitability of any existing investments;
- Analysis and design of your investment strategy;
- Presentation of your recommendation.

Arranging and setting up your Investment(s) and/or Pension(s) - Lump Sum or Transfers

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

- Facilitate and deal with all fund and contract administration on your behalf;
- Communicate regularly keeping you informed of progress;
- Provide you with all documentation in line with the discussed expectations;
- Provide you with confirmation of the actions taken on your behalf in writing.

Your Payment Options

Our charge for this service is based on the amount you invest and/or transfer. These charges are applied as follows:

Initial fees

Initial fees

- 3% through our investment platform on investments up to £150,000, thereafter reducing to 1% on any sums above this amount.
- Same charges apply for additional lump sum contributions and/or regular ongoing contributions.
- 3% for the purchase of an annuity through the open market option (OMO).

Please see minimum fee charges below:

- £500 minimum fee for setting up a new investment/pension through our investment platform.
- £1000 minimum fee for transferring funds from an existing investment/pension through our investment platform.
- £1000 for the purchase of an annuity through the open market option (OMO).

Example 1: If you were to invest £100,000 on our investment platform we would charge £3,000.

Example 2: If you were to invest £400,000 on our investment platform we would charge £7,000.

Example 3: If the amount available to purchase an annuity through the open market option was £45,000 then we would charge £1,350.

All initial fees can either be paid directly by you or deducted from your investment and/or pension. We must receive full payment of the invoice amount within 30 days of issue unless you have elected for our fee to be deducted from your investment and/or pension.



On-going Service and Reviews

Your financial and personal objectives may change over time due to changes in your lifestyle or circumstances. We believe it is essential to ensure the investment we recommend continues to meet your lifestyle and investment objectives.

To ensure we are able to support the ongoing needs of all our clients, we have formulated an ongoing advisory service, the details of which are as follows:

Ongoing service level	Details of service
Full ongoing advisory service	<p>Scheduled annual review meeting to undertake:</p> <ul style="list-style-type: none">• A detailed assessment of your current circumstances and any changes to your plans that are needed• A review of performance• Regular updates and information regarding your investment(s) and pension(s)• On-going support with correspondence, regulatory changes, and administration issues

Your Payment Options for Ongoing Charges

Our charge for ongoing service is based on the value of your investment(s) and/or pension(s). These charges are applied as follows:

Ongoing service level	Details of agreed fee
	<p>(Any payments subject to VAT will be shown below)</p>
Full ongoing advisory service	<p>Through our recommended investment platform:</p> <ul style="list-style-type: none">• Investments up to £500,000 - 1.0% p.a.;• Investments between £500,000.01 and £1,000,000 - 0.85% p.a.;• Investments above £1,000,000.01 - 0.7% p.a. <p>The ongoing advice charge will be based on the collective value of assets of those residing at the same address. The charge will be applied to the whole value and taken monthly in arrears.</p> <p>For example:</p> <ul style="list-style-type: none">• If we were to use our recommended investment platform and your assets were £300,000, the annual adviser fee would be £3,000pa.• If we were to use our recommended investment platform and your assets were £750,000, the annual adviser fee would be £6,375pa.• If we were to use our recommended investment platform and your assets were £1,250,000, the annual adviser fee would be £8,750pa.



Responsibility Fee	<p>All ongoing platform fees where the investment recommendation is to use one of Cheetham Jackson's Model portfolio services are subject to a Responsibility fee of either 0.07% or 0.10%.</p> <p>For example:</p> <ul style="list-style-type: none">• If we were to use our recommended investment platform and your assets were £100,000, the annual responsibility fee would be £70 or £100pa.• If we were to use our recommended investment platform and your assets were £300,000, the annual responsibility fee would be £210 or £300pa.• If we were to use our recommended investment platform and your assets were £750,000, the annual responsibility fee would be £525 or £750pa.• If we were to use our recommended investment platform and your assets were £1,250,000, the annual responsibility fee would be £875 or £1,250pa
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Where we refer to a Responsibility and ongoing fee above this is to breakdown and demonstrate the difference in operational and regulatory costs and the adviser services we provide. The actual Responsibility fee you pay will be disclosed on the Suitability Report provided.

The Responsibility fee relates to the costs we incur in relation to our operational, FCA and insurance fees, which is broadly calculated by how much in funds we have under advice.

Our ongoing charge will be taken on a monthly basis in arrears via the product provider and will fluctuate as the value of your portfolio fluctuates. If we are unable to take the ongoing charge from the product provider you will be required to pay this directly.

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges. It should be noted that it is not compulsory for you to agree to one of our services and we do offer a transactional only service.

The full ongoing service can be cancelled at any time by confirming your intention in writing. In this event, you may transfer to our lifeboat solution. If you no longer wish to use our service at all, you will need to secure the services of an alternative adviser. If you do not wish to work with an adviser, you will need to transfer your investments to an alternative product provider.

Our actual initial and ongoing charges and fees (in pounds and pence) will be agreed with you before we do any work, and we'll explain your payment options too. We'll also let you know where any fees are subject to VAT.

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Aggregated Costs & Charges

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



6. Declaration

- I/We acknowledge that the client agreement will come into effect when the initial adviser services commence and will remain in force until terminated by either party
- 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.
- A copy of this agreement will be available on our website for future reference. On occasion we may update our Client Agreement so please check this page occasionally to ensure you are happy with any changes.



Appendix A - 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 and in meeting our obligations to preventing money laundering or terrorist financing. 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 and to prevent money laundering or terrorist financing.
- 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.