



CLIENT AGREEMENT

This agreement sets out the terms under which we will provide our services to you, how we charge for our services and our respective obligations. It is important that you read it in full.

If there is something you do not understand, please ask us to explain it.

Registered Office:

25 St Helen's Street, Ipswich, Suffolk IP4 1HH
Tel: 01473 384858

London Office:

4th Floor, 33 Cavendish Square, London W1G 0PW
Tel: 020 3755 3235

Swallow Financial Planning Limited Liability Partnership is a chartered financial planning practice, the firm is authorised and regulated by the Financial Conduct Authority. The firm is registered in England, No. OC303870

www.swallow-financial.co.uk

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1 COMPANY BACKGROUND

Swallow Financial is a financial planning business focussed on helping you understand and plan for your financial future.

We have offices in London and Ipswich and provide holistic financial planning advice for individuals, businesses, charities and trusts.

Our business has been established for approximately 30 years by Andrew Swallow, to provide independent financial advice based around charging the client for work undertaken, rather than on taking commission.

In 2012, following expansion, we set up Swallow Financial Investment Management Ltd to undertake bespoke wealth management and focus upon managing investment portfolios.

Our business holds the accreditation of Corporate Chartered Financial Planners from our professional body, the Chartered Insurance Institute (CII). This status is awarded to firms that have a proven record in providing high levels of service to their clients and whose staff members have attained professional qualifications.

Andrew believes you should have the right qualification for the job. He is a Chartered Financial Planner and Wealth Manager, as well as a Fellow of the Personal Finance Society (the highest accreditation awarded by the CII). Andrew is also accredited by the Society of Later Life Advisers (SOLLA).

We have an ethos of training the advisers of tomorrow and are very pleased with the success of our graduate trainee programme. Having joined us straight from university, Josh Lamb has now achieved Chartered Financial Planner accreditation and provides high level advice to clients, existing and new.

We have a solid back-office team led by Sarah Keens. All our senior back-office team hold industry qualifications with any new members proactively working towards same. Collectively, our team have over 100 years' experience within the firm.

2 OUR SERVICES

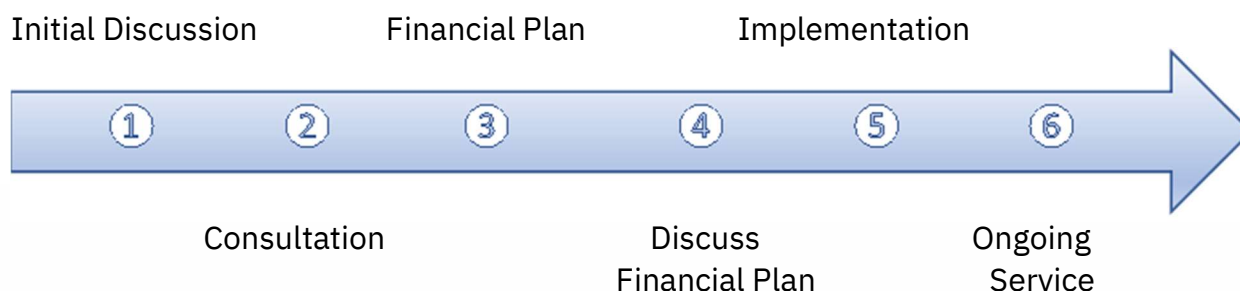
We provide independent financial advice.

Our advice is based on a comprehensive, fair and personal analysis of the relevant markets. We consider products of relevant companies on an unrestricted basis. We offer products and services as follows:

- **Financial Planning Advice** – holistic financial planning advice on all aspects of your financial affairs, assisting you in understanding your risk tolerance, to set goals and create a plan to help you achieve them.
- **Investments** - we strongly believe in passive investments. We work with you to create a strategy to achieve the right balance of diversification between different types of assets (asset allocation). The asset allocation we recommend will match your risk tolerance and is fundamental to meeting your goals over the medium to long term.
- **Tax Planning** – we offer tax planning advice tailored to help mitigate your tax burden, whether your area of concern is income tax, capital gains tax or inheritance tax.
- **Retirement Planning** - it is important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your objectives. We can work with you to proactively plan for your retirement and help you decide on the options available.
- **Protection Planning** – we can help you plan for the best way to protect you, your family or your business should your income change due to unexpected events. We advise on non-investment insurance contracts (e.g. life assurance, income protection, critical illness, key person cover).
- **Mortgages** – we advise on mortgage products and business buy-to-let mortgages from a comprehensive range of mortgages across the market, but not deals that you can only obtain by going direct to the lender. We can advise on mortgages in the non-business and business markets and on first charge and second charge loans in both markets. We will make a recommendation to you after we have assessed your needs.
- **Long Term Care** – this is the fastest growing advice market in the UK. We are fully qualified to offer specialist advice to ensure your loved ones are cared for during the most vulnerable period of their lives.
- **Equity Release** – this is a way of releasing wealth tied up in your property if you are over a certain age (typically 55) and own your own home. We are qualified to provide you with advice in this area and where you are eligible for equity release, will make a recommendation after we have assessed your needs.

3 OUR ADVICE PROCESS

Our advice process depends upon your requirements and follows the steps outlined below.



Initial Discussion/ Meeting

We offer an initial discussion with a purpose to introduce ourselves, give you an opportunity to find out how we can help you, and discuss your requirements (the first 60 minutes of this is at our expense).

We will provide you with a “fact find” document which we will ask you to complete so we can maximise the benefit of our first meeting.

Following our meeting, we will write to you confirming our understanding of your requirements and will provide a quotation for the work required.

Consultation

If appointed to act on your behalf we will accurately assess your current circumstances, needs and objectives. If you require investment advice we will spend time understanding your current knowledge, as well as your attitude and tolerance towards risk to ensure you are comfortable with our recommendations.

As part of the consultation process we may ask you to sign letters of authority so we can enquire and act on your current plans.

We are required to verify your identity. This will need to include photographic documentation such as a passport or photo driving licence, together with a utility bill dated within the last 3 months showing your current address.

We may also ask you to complete a detailed risk profile questionnaire. The results from this allow us to build upon our understanding of your tolerance towards investment risk and your ability to bear losses.

If the fee is likely to differ considerably from our quotation we will contact you. This can happen, for example, where plans we are reviewing turn out to be more complex than first thought.

Financial Plan

Once we have completed our research we will provide you with our report, which will outline the actions we believe are necessary for you to take to achieve your financial goals or specific requirements.

Discuss Financial Plan

It is important that you fully understand and are happy with our recommendations. We will go through your plan with you, answer any queries, make changes if required and agree the way forward.

Implementation

If you instruct us to proceed with the recommendations made in your financial plan, where a financial product is required we will provide a suitability report which includes details of any special risks that may be associated with the products or services we have recommended. We will also prepare any paperwork that is required and submit your completed paperwork so your plans can be set up. Section 4 explains how we charge for this service.

If we are providing our investment management service for you, once your portfolio has been set up we will prepare a bespoke asset allocation for you, which we target to your goals and risk tolerance.

Ongoing Service

Once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this and are explained in Section 5.

We appreciate that sometimes you may just be looking for help in a particular area on a one-off basis. This will include mortgage and equity release advice. Once everything is complete you will receive a confirmation letter along with any documents that you need to keep. We will not undertake any further work for you unless you ask for this and you will not receive a proactive review from us.

4 HOW WE CHARGE FOR OUR SERVICES

All charges and fees will be fully disclosed to you. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Initial and “One-Off” Advice

We charge a fee for the preparation of our financial plan and any new work we undertake for you. If our financial plan does not recommend a new product or a transfer into an existing product, or you decide not to proceed further, our fee for the initial /one-off advice will be payable. You will also have to pay Value Added Tax (VAT) in addition to any fees quoted.

It is very difficult to provide estimates without knowing your specific requirements, however as a guide, our charges to provide a financial planning report may be:

Fee Band	Requirement	Fee
A	To provide a basic financial review.	£1,000 - £2,000
B	To provide a financial review and advice relating to long term care.	£2,000 - £4,000
C	To provide a basic financial planning review which may include some protection or retirement advice.	£3,000 - £5,000
D	To provide a more complex report which may entail defined benefit pension plans, reviewing the pensions lifetime allowance, cashflow forecasts and significant research of existing financial arrangements.	£5,000 - £7,000
E	Larger estates and investment portfolios requiring significantly more research and resources.	£7,000 - £9,000
F	Financial planning and investment advice as above, tax planning, multi-generation inheritance tax planning and establishment of family trusts.	£9,000 +

After our first meeting, we will tell you which fee band will apply and will provide you with a more precise quotation of our fees. We will also tell you if we are obliged to levy VAT. These fees cover initial and one-off advice only.

The Costs of Implementing Our Advice

In general, our initial advice will recommend a product or service which we will be delighted to provide if required. The costs of setting up a new plan or service will vary, however as a guide, our charges to implement our advice may be:

Protection Plans

The financial protection of families and businesses is an essential service. Our fee for setting up your protection plans will be based on the time we spend on your affairs. Unlike other aspects of financial advice, many protection plans continue to offer commission to introducers. In most cases, this remains the most tax effective way of meeting some or all of our costs. We will provide you with a quotation of our fees before undertaking this work for you.

If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

Long Term Care Plans and Equity Release / Mortgages

Our fee will be based on the time we spend on your affairs. Again, many providers offer the option of paying a procurement fee to the adviser which we can use to pay all or part of our charges. We will provide you with a quotation before undertaking this work and will advise you of the best option for your circumstances.

Portfolio Establishment

If you would like to proceed with our recommendations and for us to manage your investments on our preferred administration platform, a guide to our fees for this service will be:

From	To	Percentage	Fee	Total	Overall
	£100,000	2.0%	£2,000	£2,000	2.0%
£100,000	£200,000	1.0%	£1,000	£3,000	1.50%
£200,000	£500,000	0.5%	£1,500	£4,500	0.90%
£500,000	£1,000,000	0.2%	£1,000	£5,500	0.55%
£1,000,000	£5,000,000	0.1%	£4,000	£9,500	0.19%
£5,000,000	£10,000,000	-	-	£9,500	0.09%

Investment charges are not subject to VAT.

Payment of our fees can be made by either:

- Direct payment – by cheque or BACS (we do not accept settlement by cash or card).
- Facilitated from your investment - where we use the services of a platform provider they may be able to pay our fees by making a deduction from the amount invested. This will reduce the amount invested into the recommend plan.

5 Our Ongoing Services

A large part of our service entails the management of assets and investments and for this element of our work it is essential that we provide an ongoing service to ensure your objectives continue to be met.

We offer the following two service levels, subject to a minimum initial investment level of £200,000, which are designed to meet different requirements.

Portfolio Management Service

Our portfolio management service is designed to manage your funds within our preferred platform, with a view to generating the optimum return based on your risk profile. It is an alternative to choosing a managed fund with an insurance company or investment house. As with all fund managers, we make a charge for this based on your funds under management.

Wealth Management Service

Our wealth management service is for where you require a more comprehensive service but do not want to have to discuss fees each time you require additional services. For your convenience we again take a fee from funds under management.

All clients on either service benefit from our:

- Regular bulletins
- Regular email updates
- Research of new funds
- Access to our extensive financial library

We have set out on the following page an indication of the services you can expect from each option.

	Portfolio Management	Wealth Management
Client Contact		
Access to financial planning team	✓	✓
Annual office-based meeting	✓	✓
Telephone support on your platform portfolio	✓	✓
Review Service		
Annual performance reporting of funds under management	✓	✓
Asset allocation for funds under management	✓	✓
Asset allocation for all assets		✓
Notification of corporate actions for funds under management	✓	✓
Online access to your funds under management	✓	✓
Portfolio rebalancing for funds under management	✓	✓
Portfolio rebalancing for all assets		✓
Comparative annual income review		✓
Comparative net worth review for all assets		✓
Long term net worth trends		✓
Use Of Tax Allowances At Annual Review		
Consolidated tax certificates for funds under management	✓	✓
Capital gains tax allowances for the portfolio we manage	✓	✓
Capital gains tax allowances for all assets		✓
Dividend allowance		✓
Income tax planning		✓
ISA allowance	✓	✓
Basic pension allowance		✓
Personal savings allowance		✓
Client Objectives		
Portfolio objectives	✓	✓
Wider circumstances, needs and objectives review		✓
Risk profile review	✓	✓
Cash flow assessment of long term needs		✓
Review current cash flow needs		✓
Financial Planning		
Estate and inheritance tax planning overview		✓
Lasting Powers of Attorney overview		✓
Trusts overview		✓
Gifting assets overview		✓
State benefits and pensions overview		✓
Cash management overview		✓

Our standard charges (applied to your platform funds only) relating to ongoing services are as follows:

Portfolio Management Service

From	To	Percentage	Fee	Total	Overall
	£100,000	1.25%	£1,250	£1,250	1.25%
£100,000	£200,000	0.75%	£750	£2,000	1.00%
£200,000	£500,000	0.60%	£1,800	£3,800	0.76%
£500,000	£1,000,000	0.50%	£2,500	£6,300	0.63%
£1,000,000	£5,000,000	0.40%	£16,000	£22,300	0.44%
£5,000,000	£10,000,000	0.25%	£12,500	£34,800	0.34%

Portfolios up to £200,000 are subject to our minimum fee of £2,000 pa.

Wealth Management Service

From	To	Percentage	Fee	Total	Overall
	£100,000	2.00%	£2,000	£2,000	2.00%
£100,000	£200,000	1.50%	£1,500	£3,500	1.75%
£200,000	£500,000	1.00%	£3,000	£6,500	1.30%
£500,000	£1,000,000	0.90%	£4,500	£11,000	1.10%
£1,000,000	£5,000,000	0.74%	£29,600	£40,600	0.81%
£5,000,000	£10,000,000	0.50%	£25,000	£65,600	0.66%

The amount you pay will fluctuate with the value of your investment. If your portfolio increases in value the amount you pay will also increase, and if your portfolio falls in value the amount you pay us will reduce.

Our initial advice fee will be chargeable for any new advice you receive that is beyond the scope of your ongoing service. Some examples of this could be arranging a new pension or investment, advising on your protection needs, taking retirement benefits or undertaking advanced planning such as inheritance tax work. We will provide you with a quotation of our fee before undertaking any work for you.

Charges for our ongoing service should not be liable to VAT as long as they predominately relate to the provision of investment and financial products and both the initial and ongoing services are part of the same package.

Our charges for ongoing services will start once the plans have been set up and will be paid monthly in arrears as a % of your funds under management.

Where your portfolio is held on an online administration service our fees will be paid on a monthly basis out of the funds held in the platform cash account (known as adviser charging). It is important to maintain sufficient funds in the account to cover our charges as they become payable. **Please note**, if we receive payment of fees from your investments this will detract from their long-term growth.

Ongoing services can be cancelled at any time by informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

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6 OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any specific risks associated with the products recommended.

Best Execution

Where we send applications on your behalf to third parties (e.g. to put an investment into force), we will 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.

How We Verify Your Identity

We are required to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will 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.

Conflicts of Interest

We will always endeavour to act in your best interests. However, situations may arise 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 will write to you and obtain your consent before we carry out your instructions. We will also let you know the steps we will 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

We may communicate with you by telephone, post, email, SMS text message or in person. Our communications will be in English.

We may ask you to confirm our instructions to us in writing prior to implementation.

Protecting Your Personal Information

To provide our services properly we need to collect information about your personal and financial circumstances. We take your privacy seriously and will only gather and process personal data which is necessary for us to deliver our services.

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 will 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/ text/ 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 have a more detailed privacy notice on our website which provides more information about the nature of our personal data processing activities. This includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you. If you would like us to provide you with a paper version, please let us know.

As part of this agreement we will 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, for instance data concerning:

- Your health
- Your racial or ethnic origin
- Your political opinion
- Your religious or philosophical beliefs
- Any trade union membership

The primary basis for which we intend to process your personal data is for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this will be the lawful basis on which we intend to rely for the processing of your

data. Where we need to process special category (sensitive) data as described above, we require your consent.

If you are concerned about any aspect of our privacy arrangements, please speak to us.

7 CANCELLATION

Termination Of 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.

Termination is without prejudice to any transactions already initiated, which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services or transactions made prior to termination and any fees that may be outstanding.

If you, or we, decide that we will stop acting for you, you will pay our charges on a time basis and all disbursements up to the time we cease acting for you, as stated in our separate correspondence.

All payments previously received (or promised) to Swallow Financial Planning will be retained by us even if they exceed our fee charges. In the event that commission or other receipts have been used to reduce your fee charges and these payments subsequently have to be returned after we cease to act for you (creating a debit balance on your account), we will invoice you for the amount owing to Swallow Financial Planning plus VAT as appropriate.

Ongoing services can be cancelled at any time by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 28 business days before they are due to take effect.

Your Product Cancellation Rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

There is no right to cancel a mortgage or equity release contract once the transaction has been concluded.

8 HOW YOU ARE PROTECTED

Who Authorises Us to Advise You?

Swallow Financial Planning (SFP) is a group of businesses which provide financial advice.

- Swallow Financial Planning LLP is authorised and regulated by the Financial Conduct Authority (FCA) – registration number 227810.
- Swallow Financial Investment Management Ltd (SFIM) is an authorised appointed representative of Swallow Financial Planning – registration number 584660.
- Swallow Financial Holdings Ltd (SFH) owns both businesses.

Swallow Financial Planning LLP are authorised and regulated by the Financial Conduct Authority (FCA) and their address is 12 Endeavour Square, Stratford, London, E20 1JN.

You can check our details on the FCA's register by visiting the FCA's website www.fca.org.uk/register or by telephoning 0800 111 6768.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages, including equity release.

Please note that business buy-to-let mortgages, advice on cash deposits, Wills, Power of Attorneys, Taxation and Trusts are **NOT** regulated by the FCA.

How We Will Classify You

Unless we tell you otherwise, we will treat you as a "retail client" for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

Complaints

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns. You can contact us:

- In writing – Compliance Officer, 25 St Helen's Street, Ipswich, IP4 1HH
- By email – contact@swallow-financial.co.uk
- By phone – 01473 384858

We have a complaints procedure which is available on request. If you cannot settle your complaint with us, you may be able to refer this to the Financial Ombudsman Service (FOS). The FOS settles disputes between a financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

For advice on business buy-to-let mortgages, wills, Powers of Attorneys, taxation and trusts, if you cannot settle your complaint with us you will not be entitled to refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme

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 cannot meet our obligations. The amount of compensation will depend on the type of business and the circumstances of the claim, but as a guide:

- **Investments** – eligible claims for most types of investment business are covered up to a maximum of £85,000 per person per firm.
- **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.
- **Mortgages (including equity release)** – advising and arranging is covered for up to a maximum limit of £85,000.
- **Cash** – institutions registered in the UK are covered for up to £85,000 per registration (not per trading name).

Further information is available from the FSCS at www.fscs.org.uk

9 GENERAL

ADVICE

Legal, Taxation and Accounting Advice

Whilst we have a good basic knowledge of many legal and taxation matters relating to the provision of financial advice, we do not have specialist skills in these areas. This means that the onus is on you to refer any point of law or taxation to a qualified solicitor or accountant.

Investment Advice

We offer independent investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We do not provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

Providing Information About Your Circumstances

Our advice will be based on the information you give, so it is 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.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents, lenders' offer documents or other proof of ownership will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions we will normally hold each document until the series is completed and then forward them to you. We post all paperwork by first class, unregistered mail at your risk.

Protection Products

Any insurance/protection cover is based upon the information you provide to the insurance company. Where you are buying insurance, you must take reasonable care to answer all the questions asked by the insurer fully and accurately. It is important that you disclose all material facts, which is any information that may influence the insurer's decision over cover or terms, before the policy starts and throughout the period of insurance. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

LOANS & MORTGAGES

We will usually recommend specialist mortgage brokers to provide mortgage placing advice. Under these circumstances the responsibility for all aspects of advising and arranging the product will be between you and the independent firm.

Where we do provide advice on mortgage and business buy-to-let products, we will act as an intermediary firm. This means that we source the recommended mortgage from the range of mortgages available to "intermediary" firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly, our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms. If there is a particular product that you are aware of which is available directly from a lender we shall be happy to comment on it.

Alternative Finance Option

If you ask us to advise in relation to increased borrowing on an existing mortgaged property you need to consider alternative options available to you that may be more appropriate. For example, you may be able to obtain a further advance from your existing lender, or obtain an unsecured loan from family or friends. Where your existing mortgage is a first charge against the property, a second charge mortgage may be available.

INVESTMENTS

Market Fluctuations

Please be aware that investments can fall as well as rise and 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.

Non-Readily Realisable Products

We may, if appropriate, advise you on investments which are not readily realisable, including commercial property and structured products. We will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

Unregulated Products

Our services may also include advice on other financial products which are not regulated by the FCA under the Financial Services & Markets Act 2000 (such as unregulated non-mainstream pooled investments). The Financial Services Compensation Scheme (FSCS) does not apply to any of these products. Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

Specific risk warnings relevant to the investments, investment strategies or other products we arrange will be provided in the relevant product literature provided.

FEES & COSTS

Payment For Services

By signing this agreement you are agreeing to pay the charges for our services as set out in Section 11 (Service Engagement).

Our fee for initial advice is payable whether or not you implement our advice.

Our charges are payable on presentation of our invoice. If our bill remains unpaid for more than 28 days we reserve the right to:

- Charge interest at the rate of 3% over the Handelsbanken base lending rate on the outstanding balance;
- To cease acting for you and to instruct third party agents to cease acting for you; and
- To retain all documents, working papers and any other items in our possession relating to any matter until all outstanding invoices are paid in full.

VAT at the current rate may be added to our fees, expenses and disbursements if the work undertaken falls within the scope of VAT.

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) the platform provider will make a charge for administering and managing your portfolio.
- 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).
- Third party fees – where third parties charge for specialist advice on your behalf and we pay for that advice on your behalf, any charges remitted will be invoiced to you

We will always disclose any third party costs as part of making our recommendations.

When 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 cost of our services and recommendations. This is referred to as aggregated costs and charges information.

MISCELLANEOUS

Law

This client agreement is governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Swallow Financial Planning shall not be in breach of this agreement and shall not incur any liability to you if there is a failure to perform our duties due to any circumstances reasonably beyond our control.

Benefits We May Receive

Under the rules of 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 platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to you. As such, this does not affect our obligation to act in your best interests. Please ask if you want further details.

Marketing

At points, we may wish to contact you (by telephone, email, text or post) 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.

10 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 in Section 6, we require your consent.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you as outlined in Section 9. In order to do this we require your consent by agreeing to one or all of the options:

You may withdraw these consents at any time by notifying us in writing.

Client Name:			
I consent to the processing of sensitive personal data as far as it is necessary for the services I require from Swallow Financial Planning			YES / NO
I consent to being contacted for marketing purposes by			
Email <input type="checkbox"/>	Telephone <input type="checkbox"/>	Text Message <input type="checkbox"/>	Post <input type="checkbox"/>
Client Signature:			
Date:			

Client Name:			
I consent to the processing of sensitive personal data as far as it is necessary for the services I require from Swallow Financial Planning			YES / NO
I consent to being contacted for marketing purposes by			
Email <input type="checkbox"/>	Telephone <input type="checkbox"/>	Text Message <input type="checkbox"/>	Post <input type="checkbox"/>
Client Signature:			
Date:			

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.

11 SERVICE ENGAGEMENT

Client name(s):	
Date of issue:	

I/we confirm receipt of your client agreement which I/we accept and acknowledge will come into effect once it has been signed and will remain in force until terminated.

Services Agreed

Initial service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below
	<input type="checkbox"/>	
Ongoing service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below
	<input type="checkbox"/>	

Client Signature:	
Client Signature:	
Date:	