

## PARKGATE FS LLP CLIENT AGREEMENT

**REGULATORY STATUS** - The Financial Services Authority (FSA) is the independent watchdog that regulates the financial services industry. Parkgate FS LLP of 1 Downham Road South, Heswall, Wirral, CH60 5RG is authorised and regulated by the Financial Services Authority. Our FSA Register number is 499146.

You can check this on the FSA's Register by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Alternatively, you may write to the FSA at: 25 The North Colonnade, Canary Wharf, London. E14 5HS.

**INVESTMENT SERVICES** - Parkgate FS LLP is permitted to advise on and arrange (bring about) deals in investments, non-investment insurance and regulated mortgage contracts.

With regard to investments which we have arranged for you, these will not ordinarily be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Parkgate FS LLP does not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

**CLIENT CATEGORISATION** - In providing investment services to you, we will categorise you as a 'retail client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'retail client' the regulatory protections available to you are determined by this category and will be "the highest available". For non-investment insurance and regulated mortgage activities, we will also categorise you as a retail customer/consumer as this provides you with the highest level of protection under the UK regulatory system. If we are to categorise you as anything other than a 'retail' client/consumer we will confirm this to you in writing.

**WHOSE PRODUCTS DO WE OFFER?** - We are able to act on your behalf in advising you on investments, mortgages and non investment insurance contracts. We offer products and services as follows:

<b>Investment Business</b>	We offer investment products from the whole of the market
<b>Insurance Business</b>	We offer non investment products, such as life assurance, critical illness and income protection from the whole of the market. We only offer products from a limited number of insurers for general insurance, such as accident, sickness and unemployment or buildings and contents insurance. Ask us for a list of the insurers we offer insurance from.
<b>Home Finance Business</b>	We offer Mortgages, Lifetime Mortgages, Home Reversion Plans and Equity Release products from the whole of the market

**WHICH SERVICE WILL WE PROVIDE YOU WITH?** - We offer a full financial planning service and will advise and make a recommendation to you after we have assessed your needs. Alternatively we can provide specific advice on Savings and Investments, Insurance, Pensions and Mortgages, including Lifetime Mortgages, Home Reversion Plans and Equity Release products.

**CONFLICT OF INTERESTS** - Parkgate FS LLP offers advice in accordance with this Client Agreement. However, occasions may arise where we or one of our other clients have some form of interest in 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 interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

**TERMINATION OF AUTHORITY** - You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this 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 the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

**CANCELLATION RIGHTS** - In the case of many packaged investment products, such as life assurance contracts, personal pension schemes, investment bonds, collective investment arrangements and non-investment insurance contracts (such as pure life protection); a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication. In the case of a recommended non-packaged ISA or PEP product (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

**CLIENTS RISK** - You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Certain transactions (eg. Investment encashment, Pension & ISA Transfers) can take time to complete and as a result, any underlying investment may rise or fall in value. We cannot be held responsible for any such change in the value of the associated investment.

**WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES?** - The cost for our services normally comes from either commission paid by the product providers (e.g. lenders and insurance companies) we write business with, or via fees paid to us by our clients.

Whenever the commission option is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. This is in line with standard industry practice and we will tell you how much the commission is before the transaction completes. We will discuss your payment options with you and answer any questions you may have before agreeing on how we are to be paid.

**Paying by Fee** - Whether you buy a product or not, you will pay 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.

**Fixed Fee** - We charge a fixed fee to reflect the activity undertaken during the advice process, for example to cover the cost of meetings with clients, researching the market place and preparing the appropriate documentation. An invoice will be issued to you, in accordance with our fee agreement, to reflect the cost of our services and will detail how and when the fee is to be paid.

**Pension & Investments** – We charge a 3.0% fee of the assets advised upon, for example, on an Investment of £10,000 the fee could be £300 (negotiable for amounts in excess of £250,000).

**Mortgage/Equity Release/Home Reversion** - Up to 1% of the mortgage advance subject to a minimum fee of £250, for example, on a Mortgage of £100,000 the fee could be £1,000. The fee for Mortgage/Equity Release/Home Reversion scheme is payable upon completion of the transaction.

**Reviews** - We will carry out financial reviews in line with the Parkgate Client Proposition agreed with you at our initial meeting. Additional reviews are available at any time and we will confirm the rate we will charge in writing before beginning work. An invoice will be issued to you, in accordance with our fee agreement, to reflect the cost of our review services and will detail how and when the fee is to be paid.

If you choose to pay us on a fee basis, we will agree in writing, the basis/rate, frequency, whether you have to pay VAT and the method of payment before we carry out any work that we charge you for. 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 Commission (through product charges)** - If we arrange an investment, insurance or mortgage product for you, we will normally receive commission on completion of the sale from the product provider. Although you pay nothing to us upfront, that does not mean our service is free. You will still pay us indirectly through the product charges, which pay for the product providers own costs as well as any commission payments they make. These charges can have an adverse affect on the product arranged. If you were to obtain the product direct, the product charges could be higher, lower or the same as when buying through an adviser.

The amount of commission we receive will vary depending upon several factors including how much you invest/save, how long you wish to invest/save, your age, the amount you borrow or the Parkgate Client Proposition discussed with you. We will tell you the amount of commission we are likely to receive before you complete a transaction and this will also be shown on the personal illustration we will provide to you or if this is not possible, we will confirm this in writing.

The following are examples of the typical commission payments we would receive from a product provider:

- If you pay £100 per month towards a **Whole of Life** policy we would receive 135% of the first 12 months payments (£1,620) in the form of initial commission and renewal of approximately £3 per year from year 4.
- If you pay £100 per month into a **Personal Pension Plan** (with a term of 25 years) then we would receive 53.4% of the first 12 months payments £640.80 in the form of initial commission and renewal of approximately £9 per year.
- If you invest £5,000 in an **Individual Savings Account (ISA)** we would receive commission of 3% of the amount invested (£150) and 0.75% of the value of the fund (roughly £37.50 every year).
- If you invested £10,000 into an **Investment Bond**, a **Personal Pension Plan** or an **Unsecured Pension** we would receive £300 and renewal of approximately £75 per year.
- If you invested £10,000 into an **Annuity** we would receive £100.

**Paying by combination of Fee and Commission (through product charges)** - In some circumstances, we may also charge a fee on top of any commission we might receive. The actual amounts will depend on the service provided to you will be in line

with the arrangements set out in the sections headed “Paying by Fee” and “Paying by Commission (through product charges)”.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider or firm.

**HOW WE CHARGE YOU FOR OUR SERVICES** - As highlighted in the section “What will you have to pay us for our services” we have identified that we offer a fee based service and a commission based alternative or a combination of these. Please tick which one of the following applies:

- You wish to be advised on a fee basis** – Where we operate on a fee basis, we will agree the amount, frequency and method with you in writing, in a formal fee agreement, before we carry out any chargeable work.
- You wish to be advised on a commission basis** – If we are to be paid on a commission basis (through the product charges) this will be paid to us direct by the lender, insurance or investment company. We will tell you the amount of commission payable to us on any such transaction.
- You wish to be advised on Client Agreed Remuneration basis** – If we are to be paid on this basis (through the product charges) this will be paid to us direct by the lender, insurance or investment company. We will tell you the amount payable to us on any such transaction.

**ACCOUNTING TO YOU** - Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf. We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

**INVESTMENT OBJECTIVES & RESTRICTIONS** - Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you, to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

**BEST EXECUTION POLICY** - It is in both our interests that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide ‘best execution’ when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

**MODE OF COMMUNICATION** - We will enter into communication with you through whatever means are convenient to both parties, including face-to-face, telephone, e-mail and other acceptable electronic communication methods. Our communications with clients will ordinarily be in English, both in respect of oral and written communications.

**WHAT TO DO IF YOU HAVE A COMPLAINT** - If you wish to register a complaint, please contact us:

**In writing:** Write to Parkgate FS LLP, 1 Downham Road South, Heswall, Wirral, CH60 5G.

**By phone:** Telephone 0151 348 4111.

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

**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.

- Most types of investment business are covered up to a maximum limit of £50,000.
- Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
- For Mortgage Home Purchase and Equity Release advising and arranging is covered up to a maximum limit of £50,000.

**Further information about compensation scheme arrangements is available from the FSCS.**

**DATA PROTECTION STATEMENT** - The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us 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 FSA 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.

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 commission or alleged commission 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.

- Please tick this box if you consent to us or any company associated with us processing any such sensitive data**
- Please tick this box if you wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.**

**We periodically produce a Financial Newsletter to ensure our clients are kept aware of changes in the Financial Markets**

- Please tick this box if you wish to receive the Newsletter via e-mail / post (delete whichever is not required)**

**I have chosen for the firm to be remunerated by:**

- Payment of a fee**
- Payment by commission (or product charges)**
- Payment by a combination of commission and fee**

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 0151 348 4111 or in writing at 1 Downham Road South, Heswall, Wirral, CH60 5RG. 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 purposes. 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. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

**CLIENT CONSENT**

I/We understand and consent to the terms within this Client Agreement which will come into effect from the date of issue and authorise the transfer of information, as described above on a confidential basis when warranted between such third parties.

**Client Names:**

Client 1

Client 2

**Signature:**

**Date:**

**Adviser Name:**

Adviser

**Adviser Signature:**

**Date:**

On behalf of Parkgate FS LLP

**One signed copy to be retained by the Client**  
**One signed copy to be retained by the Adviser**