



Taylor House 39 High Street Marlow Bucks SL7 1AU  
01628 947 347 enquiries@continuumwealth.co.uk www.continuumwealth.co.uk

## Client Agreement

Client (s): .....

Date of Issue:.....

**This Agreement sets out the terms under which we will 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.**

**If you would like this document in larger print or in another format, please contact us.**

This Agreement sets out our respective obligations and should be read in conjunction with the information in 'Our Services and Charges' document. Before signing this Agreement you should also read the 'Important Information about our Services' attached at the back which includes details of protections available to you under UK financial services regulation.

### 1. Our Obligations

#### Our Services

- The services we have agreed to provide and the cost of those services are shown in Section 4.
- 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. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- Ongoing services can be cancelled at any time by informing us in writing (see Section 3) but we reserve the right to charge you for services provided before you cancel.
- Unless we tell you otherwise, we'll treat you as a '**retail client**' for investment business (e.g. pensions, ISAs and other investments) or as a **consumer** for protection business. This means that you are given the highest level of protection available under the UK's regulatory system.

#### Our Recommendations

- 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.
- 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. Before making any recommendations we'll carry out a suitability assessment so that we are able to act in your best interests.

- Where we agree to provide you with a service that 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 issue you with a report setting out 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.
- We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There's a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.
- 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 Continuum Wealth Ltd 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 Continuum Wealth Ltd. as its client. Before setting up this type of arrangement we'll explain the implications to you.
- We advise on mortgage products from the whole of the market. 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. 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 mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

## **Our Charges**

- All actual charges and fees will be disclosed to you. We'll also let you know if there are any other costs that might arise in connection with the services we provide.
- In some limited circumstances we may receive commission from a product provider in relation to a financial product we've arranged for you. If we are paid by commission we'll tell you the amount before we carry out business for you.

## **Protecting your Personal Information**

- To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to our Privacy Statement which is available on our web site or in our Data Consent document.

## **Financial Crime**

- We're 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 won't 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 reasonable 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.

## Conflict of Interests

- 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 before we carry out 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.

## 2. Your Obligations

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

### Payment for services

- By signing this Agreement you are agreeing to pay the charges for our services as set out in Section 4. Your selected payment method is also confirmed in section 4. We will tell you if any payments are subject to VAT.
- Our initial charges are payable once we have completed our agreed work and must be settled within 28 business days.
- In some circumstances we may receive a **commission** payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. 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.
- Our charges for **ongoing** services will start once we have completed our agreed work. If you have opted to pay by cheque or bank transfer, the ongoing charge will be due annually in advance within 28 business days of the start of the relevant period. If you have agreed to pay out of your investments, the ongoing charges will be paid to us on a monthly, quarterly, six-monthly or annual basis depending on the product / platform provider or DFM.
- **Ongoing** services can be cancelled at any time by informing us in writing (see Section 3) but please note that we do reserve the right to charge you for services we've 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 will discuss and agree this with you where relevant.

## **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 the information we request about your circumstances and objectives to allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

## **Legal and Accounting Advice**

- We aren't 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 the course of discussions with us, to a solicitor or accountant.

## **3. Cancelling our Services**

### **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.

### **Product Cancellation Rights**

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

## 4. Service Agreement

Planning & Implementation	Our Fees	Tick to confirm	Details of agreed Fee
Financial Planning Report.	<ul style="list-style-type: none"> <li>A fixed fee to be agreed in advance depending on the complexity of the work and expertise required. In most cases this should be around £1,500 - £2,000.</li> </ul>		
Implementation (Advice & Execution)	<ul style="list-style-type: none"> <li><i>Investments:</i> 3% of the amount to be invested up to £100,000; 1.5% on the next £200,000; 0.75% on amounts in excess of £300,000 (except VCT, EIS and BPR investments for clients who are not utilising our ongoing management service, for which the charge is a flat 3% subject to a minimum of £1,000).</li> <li><i>Protection:</i> We will receive commission from the provider; alternatively, a fixed fee can be agreed.</li> <li><i>Mortgages:</i> A fee of up to 1.00% of the loan amount - £595 payable at the outset and the balance payable on receipt of Mortgage Offer. (On a mortgage of £100,000 the total fee payable would be £1,000). We may also be paid commission by the lender.</li> </ul>		

Servicing	Our Fees	Tick to confirm	Details of agreed fee
Financial Plan	<ul style="list-style-type: none"> <li>A fixed fee to be agreed in advance depending on the complexity of the work and expertise required. In most cases this should be around £750 - £1,500 pa.</li> </ul>		
Investments	<ul style="list-style-type: none"> <li>Our Annual Fee starts at 1.5% a year for portfolios of £200,000 or less. The percentage reduces as the values increase.</li> <li>For externally-managed DFM portfolios we charge 0.5% pa.</li> </ul>		(Adviser to enter an approximate percentage and value where no precise value is available)

## 5. Declaration

- I/We acknowledge that the Client Agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- This Agreement is governed, and shall be constructed to be, in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Client Name(s):	
Client Signature(s):	
Date:	

**Signed on behalf of Continuum Wealth Ltd.**

Adviser Name:	
Adviser Signature:	
Date:	

# Important Information about our Services

## Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London E14 5HS. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 601396.
- 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](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

## What if things go wrong?

- If you're 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.
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you're 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 customers. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- If your complaint relates to products or services you've bought from us online, or by other electronic means such as by email, you may refer your complaint to the EU's online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

## 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 & Mortgages** – eligible claims for poor investment advice are covered for up to a maximum of £85,000 per person per firm (£170,000 for joint accounts).

**Insurance** – In the majority of cases, eligible claims about the advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit.

- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message 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.

## Benefits we may receive

- Under the rules of our regulator (The Financial Conduct Authority) we can't accept payments or benefits from other firms (e.g. product providers) that may conflict with our duty to act in our clients' best interests.
- 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 ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.