

## FINANCIAL PLANNING ENGAGEMENT – Ongoing Review Services

This agreement is made between:

Acorn Financial Planners Ltd

and

(the "Firm")

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(the "Client" or "we" or "you")

Client Address for correspondence:

1-3 The Mall,

Ambrose Lloyd Centre,

Mold, Flintshire, CH7 1NR

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This agreement (referred to as this "Agreement" herein) is supplementary to the Client Agreement, Combined Initial Disclosure Document 'Keyfacts – About Our Services and Costs', which sets out the basis on which we charge for our services.

1. This document will confirm the terms of our recent conversation regarding the financial planning services we provide. It should be read in conjunction with the Client Agreement and Services and Costs Disclosure Documentation issued separately.
2. This agreement is also supplementary to our Financial Planning Agreement – General, which relates to ad-hoc advice/transactions whereby under our standard terms of service no on-going service agreement is provided and your financial arrangements are not kept under review.

We do however, offer the following on-going review services which are paid for on an on-going basis either through the payment of a regular retainer fee payment or through the receipt of on-going trail commissions (where a sufficient amount is received).

3. The cost of the on-going retainer service is £150 per face-to-face review session, costs examples are shown below for your reference:-

### Service Level One

**- £150 p.a. or £12.50 p.m.**

- Unlimited telephone/e-mail access to a nominated Financial Consultant.
- Full initial financial planning review.
- Issue quarterly portfolio valuation statements including up-dated pension projections.
- **Annual** face-to-face session to review your complete portfolio and financial arrangements, up-date your risk profile, assess investment performance and make any according fund switching recommendations.
- You will be provided with an annual report of our review recommendations.
- Ad-hoc valuations upon request.

Please note that under this service level agreement the policy administration for arranging any fund switch instructions will be subject to separate charge.

## **Service Level Two**

**- £300 p.a. or £25.00 p.m.**

- As per Service Level One, but with **six monthly** face-to-face sessions to review your complete portfolio and financial arrangements, up-date your risk profile, assess investment performance and make any according fund switching recommendations.
- You will be provided with an six monthly report of our review recommendations.
- Plus policy administration for arranging any fund switching instructions received as a result of our review recommendations.

## **Service Level Three**

**- £600 p.a. or £50.00 p.m.**

- As per Service Level Two, but with **Quarterly** face-to-face sessions to review your complete portfolio and financial arrangements, up-date your risk profile, assess investment performance and make any according fund switching recommendations, including arranging any fund switching instructions received as a result of our review recommendations.
- You will be provided with a quarterly report of our review recommendations.
- Plus advice and recommendation on utilising your annual ISA allowance, including the arrangement of your annual Equity ISA investment instructions.

4. Please note that where a service agreement is entered into, any trail commissions received will be off-set against the invoiced review fee charges.

The fee invoice including trail commission off-set will cover the same period as the selected Service Level agreement, for example:-

A £15,000 investment portfolio generating a trail commission of 1% p.a. will currently meet the cost of Service Level One charged at £150 p.a. incorporating one annual face-to-face review session. A nil balance invoice will therefore be issued.

Service Level Two will be invoiced on a six monthly basis with trail commission off-set applying over the same six monthly period. For example:-

Using the same £15,000 investment portfolio generating £150 p.a. trail commission, £150 will be invoiced at each review date, this will be off-set with the trail commission received during the six month period i.e. £75 (£150 p.a. divided by 2) with the remaining £75 being invoiced for direct fee payment on receipt of the written review recommendations.

Service Level Three, which will be invoiced on a quarterly basis with trail commission off-set applying over the same quarterly period.

5. We will disclose the amount and frequency in writing at the point of recommendation. By signing this agreement, you are confirming your agreement to our receiving this trail or renewal commission.

6. All trail commission will be retained. You should be aware that we are not authorised to hold client money, but with your agreement we may retain commission greater than our fee to cover our future review/transaction/ad-hoc charges. By signing this agreement, you are confirming your agreement to us holding funds in this manner, if required.
7. We will be happy to provide an estimate of the amount of trail commission that you could expect to be generated by your current portfolio, you will then be able to assess how this off-set towards the cost of your preferred service agreement.
8. The fees may be subject to change in the future. The fee will be assessed on the anniversary of the service being adopted and will remain unaltered until the next annual review.
- 9. Please note that any further work i.e. new business/investment recommendations (including non-ISA recommendations for Service Level Three) falls outside the terms of this agreement, the remuneration in respect of the same will be subject to discussion and agreement prior to proceeding.**
10. Please note that the service level agreement can be increased at any time on receipt of your written instruction and agreement to pay the increased service level charges.
11. The service level agreement can also be reduced without incurring any additional charges, subject to your written instruction being received within one month of the annual agreement anniversary.  
  
Please note that where this condition is not met and the service level agreement is reduced mid-term **and** work not covered by the lower service agreement (i.e. ISA advice and recommendation), has already been carried out since the agreement anniversary passed, then additional charges will be incurred.  
  
Any work which has become chargeable as a result of the service level reduction will be notified on an individual basis and will be charged at the hourly rate disclosed in the Services & Costs Disclosure Documentation, applicable at the date when the work was undertaken.
12. This Agreement will continue until terminated, by notice given in writing by either you or us. Termination shall take place without penalty, subject to any outstanding fees being paid. All monies received up to this point will remain the property of the firm.
13. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post to a party at the address shown above, and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with delivery.
14. You shall not be entitled to assign or transfer the benefit of this Agreement.

15. The validity, construction and performance of this Agreement shall be governed by English Law.

- Save where with reasonable foresight the breach could have been avoided, neither party shall be liable to the other for any loss or damage outside the reasonable control of both parties.
- We are a VAT-exempt company, and therefore there is no VAT chargeable at this stage.
- Nothing in this Agreement shall exclude or restrict any duty or liability we may have to you under the regulatory system. To the extent that provisions in this Agreement are found to be unenforceable, this Agreement shall take effect as if such terms had been deleted.

**Service Level Confirmation:-**

**Service Level One** - Annual Review & Recommendation - £150 p.a.

**Service Level Two** - Six Monthly Review & Recommendation - £300 p.a.

**Service Level Three** - Quarterly Review & Recommendation - £600 p.a.

Please confirm how you intend paying for this service:-

Monthly by Standing Order

By cheque/BACS payable on receipt of the review recommendations.

Please note that where the fee payment is paid by monthly Standing Order, we will advise you on an individual basis of the amount to be monthly, which will as far as possible take account of the expected value of any trail commissions.

Any shortfall in the monies received against the Service Level agreement will be invoiced as per the service agreement frequency for direct fee payment by cheque/BACS, and any excess will be shown on the invoice and carried forward with a reduce monthly payment advised for the forthcoming review period.

**This is our standard client agreement on which we intend to rely.**

**For your own benefit and protection, please read these terms carefully and feel free to ask any questions, before signing this document. If you understand the above terms and agree to them, please sign both copies of this Agreement, and return one to us.**

We look forward to working with you towards the achievements of your financial goals. I sign below to confirm that the terms set out above have been discussed and agreed.

	<b>Self</b>	<b>Partner</b>	<b>Adviser</b>
<b>Signature:</b>	_____	_____	_____
<b>Printed Name:</b>	_____	_____	_____
<b>Date:</b>	_____	_____	_____