



LJ FINANCIAL PLANNING LIMITED

Chartered Financial Planners

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Tel: 01925 637891 email: enquiries@ljfp.co.uk

TERMS OF ENGAGEMENT

To be read in conjunction with our Client Service Agreement.

This document will remain valid from the date of issue until it is either cancelled or replaced by a subsequent version.

AUTHORISATION STATEMENT: LJ Financial Planning Limited is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities 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.

CLIENT CLASSIFICATION: We treat all our clients as 'Retail Clients' for investments, 'Consumers' for non-investment insurance and 'Customers' for mortgages, unless we notify you to the contrary. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

OUR SERVICES: We act on your behalf to advise you on investment and non-investment insurance contracts and secured property finance options. We will advise you and make a recommendation after we have assessed your goals and objectives and our recommendation will be based on a comprehensive and fair analysis of the market.

We offer the following products and services:

- **Investments** - We offer an independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before making our recommendations and we will only make a recommendation when we know it is suitable for you.
- **Non-investment insurance** - We offer life assurance, income protection, critical illness cover, private medical insurance, buildings and contents insurance and payment protection from a range of insurers.
- **Mortgages** - We offer an independent mortgage service for purchase and remortgage purposes. This means we will not place any restrictions on the mortgages or equity release plans we have access to, but we will not consider deals that can only be obtained by going direct to a lender.
- **Alternative Finance Options** – We offer the following alternative finance options:
 - Further advance from an existing lender
 - Consumer buy to let mortgage
 - Second charge mortgage
 - Unsecured loan
 - Bridging finance

We offer an initial no-cost discussion during which we will describe our services more fully and explain the fee payment options to you. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you, and your aims and objectives.
- Recommend and discuss any action we think you should take and, with your agreement, arrange the relevant solutions for you.
- You will receive an illustration when considering a mortgage, confirming details of any fees related to it.

LJ Financial Planning Limited owns a minority shareholding of 4800 ordinary shares in Amber IFA Company Limited, which invests into Amber Financial Investments Limited, and may receive a financial benefit in the event of a sale of the business. No income, voting rights, dividend or other benefit is derived from this shareholding.

LJ Financial Planning Limited and its directors also own a minority shareholding of 125,218 ordinary shares in Tatton Asset Management plc, which is the parent company of Tatton Investment Management Limited, Tatton Onshore Tax Strategies Limited, Tatton Oak Limited, Paradigm Mortgage Services LLP and Paradigm Partners Limited. A dividend payment may be payable to the shareholders once or twice a year from Tatton Asset Management plc. The future value of the shares and any dividend will depend on how profitable the companies are and how profitable they are expected to be.

Systems and controls are in place to make sure that the shareholdings in Amber IFA Company Limited or Tatton Asset Management plc will not create any possible disadvantage for you.

OUR ETHICAL POLICY: 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
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Regulatory responsibilities are taken very seriously, and we ensure that all staff can demonstrate their competence to undertake their role. Our business is structured in a manner that is designed to meet in full all requirements set by our regulator, the Financial Conduct Authority, and those applicable under the European Securities and Market Authority rules.

CONFLICTS OF INTEREST: We have a legal and regulatory obligation to take all appropriate steps to identify and prevent from arising any conflicts of interest. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you the general nature and source of any conflicts of interest, and the steps taken to mitigate those risks.

Minor Non-Monetary Benefits

We advise on a wide range of products from product providers across the whole of the market. Some of the product providers offer training and support to the firm that allows us to offer you a better, more informed service, and some providers occasionally offer the firm hospitality or gifts. We have taken steps to ensure that such benefits are reasonable and proportionate to the services provided, within an agreed value, and are unlikely to influence advice in any way that may be considered detrimental to your interests.

CLIENT MONEY: We are not permitted to handle client money and we cannot accept any payment made to us unless it is in respect of advice or a service, for which we have sent you an invoice. Cash payments are not accepted for any reason.

OUR RECOMMENDATIONS: Any advice or recommendation that we offer to you will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also consider any restrictions that you wish to place on the type of products you would be willing to consider. We will confirm our recommendations to you in writing together with details of any special risks associated with the products recommended.

We will issue all documentation and any other communication to you in English.

We will endeavour to arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them.

We prefer that all clients give us instructions in writing or by email, to aid clarification and avoid future misunderstandings. We will however accept oral instructions provided they are confirmed in writing or by email.

We may advise on products that are not regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to these products and we will confirm this in writing to you if this applies.

We may advise you on investments which are not readily realisable, and if so, 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 therefore not be possible to deal in the investment or obtain reliable information about its value.

BEST EXECUTION: It is our policy to transact your business to achieve the best possible results in terms of the:

- Price of products, providers and services
- Cost of advice
- Speed of service
- Size and Nature of the transaction
- Effectiveness of the Platform/ Provider/ Service Provider

OUR INVESTMENT SERVICES AND COSTS: We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and enables us to determine how we can support you working towards them. We will also discuss our costs and services both initially and throughout our relationship with you.

We charge for our services by way of a fee and our standard fees are set out below. The exact monetary amounts will be provided to you once they have been agreed, and prior to any work commencing.

Financial review and recommendations

This can be a continuation of the initial discussion where agreed, or a further appointment. This process covers:

- Gathering information about your existing financial arrangements and personal circumstances
- Understanding your investment experience and your tolerance towards investment risk
- Recommending an asset allocation model that matches your risk tolerance profile, and the subsequent assessment and suitability of any existing holdings
- Analysing your current financial situation and preparing our recommendation
- A subsequent meeting to explain and discuss our recommendations in detail

The fee for this service is £750, however if you wish to receive a comprehensive and detailed financial planning report relating to your recommendations then this fee will increase to £1,850. In all cases you will receive a written suitability report as part of the arrangement and implementation of any plans. All fees will be agreed in advance and may be subject to the addition of VAT. Fees are payable within 7 days of the completion of the work.

Policy arrangement & implementation – lump sum investments & transfers

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

- Handling all investment and policy applications and administration
- Providing regular updates to keep you informed of progress
- Ensuring all your documents are issued in line with your expectations

Our charge for this service is based on a percentage of the amount you invest and/or transfer as follows:

- 5% on the first £25,000
- 4% on the next £50,000
- 3% on the next £75,000
- 2% on the remaining balance

The fee will be calculated using the above formula and quoted on a monetary basis. The fee can either be taken from your investment upon receipt by the policy provider or paid directly by you to the firm. Where we receive such a payment it is in addition to the 'financial review and recommendations' report fee, detailed above.

Example:

The fees payable based on investments or transfers of £25,000, £75,000 and £100,000 would be £1,250, £3,250 and £4,000 respectively.

Policy arrangement & implementation – regular savings or investments

Our charge for implementing a regular premium savings or investment plan is 30% of the first year's savings. The fee will be calculated using the above formula and quoted on a monetary basis. The fee can be taken either by the policy provider from your plan all at once, or spread over the first 12 months of the plan, or paid directly by you to the firm. Where we receive such a payment it is addition to the 'financial review and recommendations' report fee, detailed above.

Example:

The fee payable based on monthly savings of £100, £250 and £500 would be £360, £900 and £1,800 respectively. The fee could be paid all at once either directly to the firm, or deducted from your plan if there are sufficient funds available. If the fee were to be spread over the first 12 months of the plan they would be £30, £75 and £150 per month respectively.

OUR NON-INVESTMENT INSURANCE SERVICES AND COSTS: We will provide you with a personal and financial review prior to making our recommendations. If you accept our recommendations, we will arrange the implementation of them for you.

We do not normally charge a fee for our insurance and protection services as we will normally receive commission from the provider.

OUR MORTGAGE SERVICES AND COSTS: We will provide you with a personal and financial review prior to making our recommendations to you. If you accept our recommendations, we will arrange the implementation of them for you.

We will charge you a non-refundable fee of £295 for the advice and recommendation of your mortgage once your offer of mortgage has been issued to you. We will send you an invoice after your mortgage offer letter has been issued and payment is due within 14 days.

We will also receive a procuration fee from the lender once your mortgage has completed. Details can be found in both the pre-sale illustration and the mortgage offer document.

OUR ONGOING SERVICES AND COSTS: These are detailed within our Client Service Agreement.

CLIENT FEE PAYMENTS: All client fees are to be paid either by cheque, payable to "LJ Financial Planning Limited" or by bank transfer to LJ Financial Planning using the bank details and reference shown on your invoice.

TERMINATION: The authority for us to act on your behalf may be terminated at any time and without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of any transactions already initiated. Any transactions effected before termination and due a proportion of any periodic charges for services shall be settled to the date of termination.

ANTI-MONEY LAUNDERING: We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, 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.

COMPLAINTS: If you wish to register a complaint, please contact the 'Compliance Officer' at LJ Financial Planning Limited, 750 Mandarin Court, Warrington, Cheshire, WA1 1GG. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Full details of their services can be found on their website: www.financial-ombudsman.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME: We are covered by the Financial Services Compensation Scheme and 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. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme: www.fscs.org.uk

CANCELLATION RIGHTS: In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy, and a 14-day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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.

For mortgages, if we charge you a fee and your mortgage does not go ahead, either because the lender rejects your application, or you decide not to proceed any further, we will not refund the adviser fee, as this will cover our administration costs.

Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the WRAP provider directly and arrange for the removal of assets from the WRAP. Alternatively, you may appoint another adviser who will be able to provide further on-going advice to you.

You have the right to cancel payment for our on-going services. The service agreement may be terminated at any time, by either party giving 7 days' notice in writing to that effect to the other without prejudice. Any servicing fee accrued up to the date of termination shall be settled upon termination.

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: We shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

DATA PROTECTION STATEMENT: We take your privacy very seriously and ask that you read this notice carefully as it contains important information about who we are, how and why we collect, store, use and share personal data, your rights in relation to your personal data and on how to contact us and supervisory authorities if you have a complaint.

LJ Financial Planning Limited collects uses and is responsible for personal data about you. We are required to comply with data protection regulation and we are responsible as the data controller of that personal data for the purposes of the law.

We provide financial planning, financial advice and intermediary product arrangement services to individuals and businesses.

Personal data we collect from you

While providing our service to you we may collect the following personal data when you provide it to us:

Contact information	This includes any information that can be used to contact a person such as title, forename, surname, personal telephone number, fax, email address, home address. This may also include work contact information such as work telephone number, fax, work email and work address.
Identity information	This includes any information that can be used to distinguish a person or verify their identity such as name, date of birth, place of birth, gender, marital status, national identity card/number, passport, driving licence and national insurance number.
Financial information	This includes any information relating to a person's financial circumstances such as income and expenditure, tax status, assets and liabilities, plans and policies, banking, mortgage and credit card details.
Employment status	This includes any information about a person's work status, whether employed, self-employed, unemployed, retired or a student.
Lifestyle information	This includes both work and leisure behaviour patterns such as a person's smoker status, alcohol consumption, general health, sex life and sexual orientation, retirement age and exercise habits.

Health information	This includes any information relating to a person's current and previous physical or mental health and medical history, such as symptoms, diagnoses, procedures, outcomes and genetic data, as well as information about height and weight.
Criminal convictions and offences	This includes any criminal convictions, other offences and any outstanding charges or investigations.
Racial or ethnic origin	This includes any information about a person's racial or ethnic background.
Dependents and other family members	This includes any personal information such as name, address, telephone number, email address, date of birth and their relationship. Please make sure the person has given their permission to share their data.
Other beneficiaries under a policy or service	This includes any personal information such as name, address, telephone number, email address, date of birth and their association. Please make sure the person has given their permission to share their data.

Special category data

Certain types of personal data are considered more sensitive and so are subject to additional levels of protection under data protection legislation. These are known as 'special categories of data' and include data concerning your health, racial or ethnic origin, genetic data and sexual orientation. Data relating to criminal convictions or offences is also subject to additional levels of protection.

Personal data we collect from other sources

We may obtain personal data from other sources while providing our services. Where we obtain this information from another party it is their responsibility to make sure they explain that they will be sharing personal data with us and, where necessary, ask permission before sharing information with us. The personal data we obtain from other sources may include the following:

Investments, pension plans or insurance policies	Information may be provided to us directly from investment managers and from other product and insurance providers.
Mortgages and other debts	Information may be provided to us directly from mortgage lenders and other credit providers.
Identity and other anti-financial crime information	Information may be provided to us by identification and other verification checking agencies.

How we use your personal data

The below table sets out how we use your personal data, the lawful bases upon which we collect and use your personal data who we routinely share your personal data with:

Reason for Data Processing	Lawful Basis for Data Processing
To provide you with financial planning, financial advice and any intermediary services	Performance of a contract
To apply for illustrations and products from investment, pension, protection and mortgage providers on your behalf	Performance of a contract
To refer you to third parties to provide you with advice or services.	Consent
To retain records of any financial planning, financial advice, product arrangement or other services provided to you by us to meet regulatory requirements.	Compliance with a legal obligation
To retain records of any financial planning, financial advice, product arrangement or other services provided to you by us to defend potential complaints or legal claims.	Legitimate interests
To provide you with details of products and services from ourselves and third parties that may be of interest to you in accordance with your preferences.	Consent

During our activities relating to the prevention, detection and investigation of financial crime, we may process criminal conviction or offence information. Where we do so, in addition to the lawful basis for processing this information set out in the above table, we will be processing it for compliance with regulatory requirements relating to unlawful acts and dishonesty.

Marketing

We may use personal data that we hold about you to help us identify, tailor and provide you with details of products and services from us or third parties that may be of interest to you in accordance with your preferences.

You can opt-out of receiving marketing material, or you can change your marketing preferences at any time by emailing your instructions to: dataprotection@ljfp.co.uk. You can also opt-out of marketing by clicking the 'Unsubscribe' link at the bottom of any marketing email.

When information must be provided by you

We will tell you if providing some personal data is optional and ask for your consent to process it. In all other cases you must provide your personal data for us to provide you with our services.

How long your personal data will be kept

We will retain personal information we collect when we have an ongoing legitimate need to do so.

When we no longer have a legitimate need to retain personal information, we will either delete it or anonymise it, or, if this is not possible then we will securely store it and isolate it from any further processing until deletion becomes possible.

International data transfers

We may transfer personal data to the following countries which are located outside the European Economic Area as follows:

- United States of America, as the secure servers that our data storage provider use are located there.

Some countries do not have the same data protection laws as the United Kingdom and European Economic Area. Whilst the European Commission has not given a formal decision that countries must provide an adequate level of data protection similar to those which apply in the United Kingdom and EEA, any transfer of your personal data will be subject to an EU-US and Swiss-US 'Privacy Shield Framework', as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention of personal information transferred from the European Union, the EEA, and Switzerland to the United States. This is designed to help safeguard your privacy rights and give you remedies in the unlikely event of a misuse of your personal data. Further details regarding Privacy Shield Frameworks can be accessed at www.privacyshield.gov

Your rights

You have legal rights under data protection regulation in relation to your personal data as follows:

- If you wish to **access, correct, update or request deletion** of your personal information, you can do so at any time by contacting us using the contact details provided under the "How to contact us" heading below;
- In addition, you can **object to processing** of your personal information, ask us to **restrict processing** of your personal information or **request portability** of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the "How to contact us" heading below.
- You have the right to **opt-out of marketing communications that** we send you at any time. You can exercise this right by clicking on the "Unsubscribe" or "Opt-out" link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under the "How to contact us" heading below.
- Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. For specific information about our processing of your sensitive category personal data with your consent, please see the "Your consent to us processing your special category personal data" heading below.
- You have the **right to complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the European Economic Area, Switzerland and certain non-European countries (including the US and Canada) are available at http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Keeping your personal data secure

We have appropriate security measures in place to prevent personal data from being accidentally lost, used or accessed in an unauthorised way. We limit access to your personal data to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

Our supervisory authority

If you are not happy with the way we are handling your information, you have a right to lodge a complaint with the Information Commissioners Office. It has enforcement powers and can investigate compliance with data protection regulation (www.ico.org.uk).

We ask that you please attempt to resolve any issues with us before the ICO.

How to contact us

If you are not satisfied with the level of information provided, or you would like to exercise any of the above rights or make a complaint, please email: The Data Protection Officer at dataprotection@ljfp.co.uk, or write to: The Data Protection Officer, 750 Mandarin Court, Warrington, WA1 1GG, with enough information to identify you, e.g. name, address, date of birth.

Please also provide proof of your identity and address, and explain the information to which your request relates.

Communications About Other Products & Services

We would like to contact you from time to time with details of products, services, promotions and other information which may be of interest to you. Please tick the relevant boxes below if you **do not want** to receive this information from us:

Email Post Text Message Telephone

Consent To Us Processing Your Special Category Data

We can only process the special category personal data, detailed above, with your explicit consent. You may choose not to give us your consent but please be aware that if you do not provide us with consent it may affect our ability to advise you on your options and it may limit the products and services which are available to you, which may result in any application being rejected.

Do you consent to us processing your special category personal data?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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DATE OF ISSUE

This document was issued on and valid from:

SIGNATURES

Client Name:

Signature:

Date:

Client Name:

Signature:

Date:

Adviser Name:

Signature

Date:

Client Feedback: is very important to us and helps us to review and improve our services and procedures. We would be grateful if you complete a short feedback survey by following this weblink:

www.surveymonkey.co.uk/r/ljfinancialtcf

If you would prefer to receive this client agreement in a larger print, and/or the questionnaire in paper format, please contact our admin team on 01925 637891, who will be able to help you.