

essential
money

Client Agreement



Regulatory Status

Essential Money Limited, 3 Greenfield Crescent, Birmingham B15 3BE is authorised and regulated by the Financial Conduct Authority. Our FCA Reference number is 468119. You can check this on the FCA's Register by visiting the FCA's website – www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

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.

Which service will we provide you with?

Independent Advice - We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

Investment services

Essential Money Limited is permitted to advise on and arrange investments. With regard to investments which we have arranged for you, these will be kept under review provided you become a Client. 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 discuss the relative merits of an investment or service which we feel may be of interest to you.

Essential Money Limited 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). If you do send us money, this may delay your transaction as we may have to return this money to you.

Conflicts of interest

Essential Money Limited offers advice in accordance with that described in this document. 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 conflicts 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.

Right to withdraw

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), 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. If at any time you decide you no longer wish Essential Money to manage your investments then you would be required to transfer these investments elsewhere.

In the case of a non-retail investment product (e.g. an ISA wrapper), 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.

Client's 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.

Other benefits we may receive

We may receive non-monetary benefits from product providers. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

Information about other costs and associated charges

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

If you cease to pay the premiums or cancel a protection plan within four years (the maximum 'clawback period'), we may be obliged to refund some or all of any commission that has been paid to us. As a Transactional client, we reserve the right to charge you a contingent fee up to the amount refunded. For Premier, Platinum or Elite clients, you are not liable for this contingent fee, providing you remain a fee paying client during the clawback period.

The amount that may be clawed back will depend on when in the four-year period premiums cease, and will not necessarily be proportionate. If you are considering stopping the premiums, please get in touch to see if we can assist you with the reason prompting your decision. We can also advise you of the likely amount of clawback you will have to pay. If we exercise this right, you agree to pay us on demand.

Accounting to you

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, agreed level of risk you are prepared to take 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.

What will you have to pay us for our services?

Our typical adviser charges are noted in a separate document entitled Charges For Our Services. We will confirm the actual adviser charges in writing within our separate Services and Payment Agreement, before providing our services to you.

We will discuss your payment options with you and answer any questions you have. All fee amounts quoted do not include VAT, expenses and disbursements; these will be added to the invoice if applicable.

If we do not agree a fixed adviser charge with you at outset, you may ask us for an estimate of how much in total we might charge for any service(s) provided. You may also ask us not to exceed a given amount without checking with you first.

Best execution policy

It is in the interests of our clients and Essential Money Limited 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 Conduct 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 use 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. However, for orders in collective investment schemes (e.g. unit trusts), 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. Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

Mode of communication

We will communicate with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing:

Lisa Burke, Essential Money Limited,
3 Greenfield Crescent, Birmingham B15 3BE

By phone: 0121 685 5060

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 of £50,000. Insurance advising and arranging is covered for 90% of the claim with no upper limit.

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

Data protection act 1998 - how we use your personal information

We collect data about you and your family during our initial and other meetings with you. We will also collect data about you and your family from other people. We collect the data through note-taking and filling in of questionnaires about you and your family's circumstances.

We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We also make checks with organisations with whom you have policies of insurance and investments, your mortgage provider and your accountants. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are receiving from us.

How is your information used?

Primarily, we use your data and data about your family's circumstances to provide advice to you and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationship with you.

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would be referrals to accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. We, and any third party specialist advisers to whom we introduce you, will pass your data to organisations when you agree to purchase or amend policies and products.

We will retain your data according to the statutory requirements for regulated products. For instance, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for various product types please contact us and we will obtain the latest legal position on your behalf.

We may be required to share your data with our regulator and other third parties including our auditors or insurers.

Your right to a copy of your personal data

Under the Data Protection Act you have a right, on payment of a fee, currently £10, to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

I confirm that we are at all times committed to making sure that, as you are a customer of a company authorised directly by the FCA, you receive the best service and products available in the marketplace.

Our products and services

We have a wide portfolio of financial products available to us. We believe these are some of the best and most appropriate in the marketplace. We would like to be able to contact you so that we can advise you of new products that might be suited to you. We also may advise you of any developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware. We stress that your information would only be used in this way to help us to provide a pro-active service to you.

There may be times when we feel that a service or product may be of interest to you. In order to make you aware of these services or products, we, insurers or third parties may wish to contact you so that you can make informed choices about your finances. Please indicate your preferences using the boxes below.

via telephone via post via email via SMS

We would like to give your details to carefully selected third parties so they can contact you about their products and services via telephone, post, email and SMS.

If you are happy for us to do this, please tick this box:

You may inform us at any time if you no longer wish to receive this information from us.

Clients consent

This is our standard Client Agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature' box below, unless otherwise stated.

Client Name:

Client Signature:

Date of Signature:

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